



## **Business and Management Indemnity Insurance Coverage Highlights**

### **COVERAGES**

- Employment Practices Insurance
- Directors & Officers Insurance
- Fiduciary Insurance
- Crime Insurance
- Technology, Media and Professional Services
- Miscellaneous Professional Services

### **LIMITS**

- \$1mm up to \$5mm
- **Separate** aggregate limits of liability for each coverage part.

### **General Terms and Conditions**

- Duty to defend form
- World wide coverage
- Coverage non cancelable by Underwriters except for non-payment of premium.
- Broad definition of Insureds, including coverage for Directors and Officers, employees as well as the corporate entity and any such organization as a debtor -in-possession or a bankruptcy estate of such entity.
- Severability as respects all exclusions and the application.
- Spousal/domestic partner extension
- Broad definition of subsidiary to include automatic coverage for newly created or acquired subsidiaries with no threshold or reporting requirements. Automatic coverage for joint ventures.
- Multiple year run off and discovery period options offered at time of quote.
- Bilateral discovery
- No Hammer clause

### **Employment Practices Coverage**

- Broad definition of employees to include leased or contracted individuals, independent contractors and applicants for employment.
- Full retaliation coverage
- Punitive damaged coverage(Most favorable venue language)where insurable
- No exclusion for reduction in force or mass layoffs
- No intentional acts exclusion
- Third party coverage built into form and is available for an additional premium. Broad definition of third party
- Broad definition of Claim
- Broad definition of Loss inclusive of Prejudgment and Post judgment awards
- Broad Wrongful Act definition
- Defense outside the limits available for an additional AP
- Loss specifically includes front pay and back pay.
- BIPD exclusion modified not to apply to mental anguish or humiliation for all claims
- No prior subsidiary exclusion

## **Directors and Officers and Company Coverage**

- Full entity coverage for the Insured Organization
- Broad coverage for most private securities claims
- Punitive damaged coverage(Most favorable venue language)where insurable
- Contract exclusion applies only to the Company
- Additional limit available for non-indemnifiable acts
- All entity exclusions carved back for security holder litigation
- Outside directorship coverage for both for and not for profit organizations
- Functional equivalent coverage for foreign entities
- Broad definition of claim
- Broad definition of Loss
- No failure to maintain insurance exclusion
- Final adjudication requirement in dishonesty exclusion and personal profit exclusion
- Pollution exclusion amended to cover share holder derivative actions
- Broad carve backs as respects the Insured vs. Insured exclusion, including claims brought by any former director or officer of the company solely in their capacity as a securities holder and claims brought or maintained by any bankruptcy trustee
- No Retention (when EPL Coverage Section is elected)

## **Fiduciary Coverage**

- Defense costs to be in addition to limits of liability
- Claim specifically includes any proceeding before the Department of Labor or the Pension Benefit Guaranty Corporation
- Coverage for any type of single employer plans, including Employee Stock Ownership Plans
- Defense costs coverage for 5% and 20% penalties imposed under 502(i) and 502(l) of ERISA
- No discrimination exclusion
- Automatic coverage for newly acquired or created plans
- HIPAA Coverage
- Ability to give Notice of potential claims during Discovery Period
- Automatic waiver of recourse provision
- Full severability of all exclusions
- No retention (when EPL Coverage Section purchased)

## **Miscellaneous Professional Services Coverage**

- Broad definition of claim
- Broad definition of Insureds
- Automatic coverage for independent contractors
- Punitive damages coverage (Most favorable venue language) where insurable
- Defense covered and final judgment wording for fraud exclusion
- Coverage for common ownership of less than or equal to 15%
- Mergers and Acquisitions clause
- Innocent Insured (severability) clause

## **Technology, Media and Professional Services Coverage**

- Broad definition of claim
- Broad definition of Insureds
- Automatic coverage for independent contractors
- Punitive damages coverage (Most favorable venue language) where insurable
- Broad coverage for personal injury
- Broad coverage for intellectual property (except patent and trade secret)
- Broad coverage for breach of security including; virus, unauthorized access and tampering with data
- Defense covered and final judgment wording for fraud exclusion
- Coverage for common ownership of less than or equal to 15%
- Mergers and Acquisitions clause
- Innocent Insured (severability) clause