

Miscellaneous Professional Liability

COVERAGE CHECKLIST

Why your clients need our protection

Miscellaneous Professional Liability (MPL) from Travelers *Wrap+*[®] and *Executive Choice+*[®] is a critical component to the overall insurance protection for any business that provides professional services. The following checklist illustrates key coverages and features every insured should have as part of their insurance program.

Coverage	Travelers policy	Their policy
Claims made instead of claims made and reported – Claims not required to be reported in the policy period	✓	
Defence coverage for disciplinary proceedings – Coverage up to \$50,000 available. No retention applies to this coverage	✓	
Pre-claim expense coverage for costs to investigate and monitor potential claims	✓	
Definition of insured person includes independent contractors and retired partners while acting as consultants to insured organization	✓	
No requirement that professional services be performed for a fee	✓	
Broadened definition of claim includes: <ul style="list-style-type: none"> • A civil proceeding • Written request to toll or waive statute of limitations • Arbitration or mediation or similar alternative dispute resolution proceedings • Formal or informal administrative or regulatory proceeding • Requests for extradition • Criminal or penal proceedings • Formal investigations • Service of subpoena on an insured person pursuant to a formal investigation by an enforcement body 	✓	
Broadened definition of subsidiary – Includes any majority-owned corporations, partnerships, limited liability companies, nonprofit entities over which named insured has ability to exercise management control and 50 percent-owned joint ventures under sole management control of named insured	✓	
Spousal and domestic partner liability coverage	✓	
Definition of loss includes: <ul style="list-style-type: none"> • Punitive damages if insurable under the law of a jurisdiction that (i) is most favourable to the insurability of such damages and (ii) has a substantial relationship to the insured, claim, insurer, or the Miscellaneous Professional Liability coverage section • Prejudgment and post-judgment interest • Disciplinary proceeding expenses • Defence expenses coverage for return of fees and for cost of correcting, re-performing or completing professional services 	✓	
Defence expenses coverage for the conduct exclusion	✓	
Exclusions: <ul style="list-style-type: none"> • No absolute bodily injury or property damage exclusion – Policy exclusion uses “for” as opposed to “based on arising out of” wording • Carveback to insured vs. insured exclusion if claim brought by an employee in a professional/client relationship with the insured, and where a fee for service has been paid 	✓	

Coverage	Travelers policy	Their policy
Severability of exclusions – All exclusions are severable with respect to insured persons	✓	
Flexible limit options: <ul style="list-style-type: none"> Insured may carry an aggregate limit higher than each and every claim limit for miscellaneous professional liability coverage Choice of individual or shared limits of liability with other liability coverages Option to select annual reinstatement of limit of liability 	✓	
Defence option – Option to select duty to defend or reimbursement coverage at policy inception	✓	
Duty to defend – 100 percent pre-determined allocation of defence expenses for claims against any insured consisting of loss that is and is not covered by policy	✓	
Option to select additional defence coverage	✓	
Extended reporting period: <ul style="list-style-type: none"> Bilateral optional extended reporting period – Available if insurer or named insured cancels or fails to renew Run-off extended reporting period option – Available for a pre-determined premium upon change of control of named insured Ability to report potential claims during optional extended reporting period or run-off extended reporting period 	✓	
Duties in the event of a claim – Only triggered by knowledge of an executive officer	✓	
Worldwide coverage – Applies to claims made and wrongful acts occurring anywhere in the world where legally permissible. Includes option to pay loss in mutually acceptable jurisdictions, where permissible, or payment of loss to the named insured on account of its financial interest in an insured organization	✓	
Retention – Only one retention must be satisfied when one claim triggers coverage under two or more liability coverages	✓	
Representations – Only knowledge of executive officers are imputed to the insured organization	✓	
No “hammer” clause	✓	
Non-cancelable by insurer except for non-payment of premium	✓	
Foreign parent corporation coverage extension	✓	
Fully non-rescindable for all insureds	✓	
90 days’ notice of non-renewal	✓	

Travelers Canada knows miscellaneous professional liability.

To learn more, talk to your Travelers Canada underwriter, or visit Travelerscanada.ca.



Available through the Travelers Wrap+® and Executive Choice+® suite of products.

travelerscanada.ca

This document is for informational purposes only. It does not, and it is not intended to, provide legal, technical or other professional advice, nor does it amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers Canada. Travelers Canada disclaims all warranties whatsoever.

The Dominion of Canada General Insurance Company, St. Paul Fire and Marine Insurance Company (Canada Branch), and Travelers Insurance Company of Canada are the Canadian licensed insurers known as Travelers Canada. © 2017 Travelers Canada. All rights reserved. Travelers and the Travelers Umbrella logo are registered trademarks of The Travelers Indemnity Company in the U.S. and other countries. M-18264 Rev. 11-17