



# Miscellaneous Professional Liability (MPL) Policy Overview & Product Highlights for Agents and Brokers

**Coterie's Miscellaneous Professional Liability (MPL) policies protect your small business clients against third-party claims for errors or omissions in the performance of their professional services. The MPL policy covers economic or financial (non-physical) damages due to wrongful acts. Examples include reports, verbal advice, or professional practices that cause a financial loss to a business owner's customer or client.**



# Eligible Professions

- **Accounting Services**
- **Acupressurist/Acupuncturist**
- **Answering Service**
- **Architects, Engineers and Draftsmen**
- **Art/Dance/Drama/Music Therapists**
- **Auctioneers and Estate Sales**
- **Audiologists - Excludes Hearing Test Centers**
- **Barbers/Beauticians/Hairdressers:**  
Exclusions: Administering injections, Chemical peels with solution strengths greater than 30%, Colon hydrotherapy services, Electrolysis services, Laser treatment services, Operation of saunas or steam rooms, Operation of tanning beds or booths, Permanent make-up services, Skin tag removal services, Tattoo services, Cryotherapy services
- **Bookkeeping**
- **Building Inspections**
- **Cosmetologists/Estheticians/Nail Technicians:** Exclusions: Same as Barbers/Beauticians/Hairdressers exclusions
- **Claims Adjusters**
- **Court Reporters**
- **CPR Training/First Aide Training**
- **Dietician/Nutritionist**
- **Document Preparation**
- **Education Consulting**
- **Expert Witness Services**
- **Graphic Design**
- **Human Resources (HR) Consulting**
- **Hypnotist Services**
- **Insurance Agents**
- **Insurance Inspections**
- **Interior Design**
- **Land Surveyors**
- **Life/Career/Executive Coaching**
- **Management/Business Consulting**
- **Marketing Consulting or Services**
- **Marriage and Family Therapist**
- **Massage Therapist**
- **Medical Billing**
- **Mental Health Counselor**
- **Notary Services**
- **Occupational Therapist**
- **Personal Concierge/Assistant**
- **Photographers:** Excludes Unmanned aircraft (Drones)
- **Personal Fitness Training Services**
- **Process Server**
- **Property Management**
- **Psychologist**
- **Public Relations**
- **Real Estate Agents/Brokers**
- **Recruiting**
- **Research Consulting**
- **Safety Consulting**
- **Social Worker**



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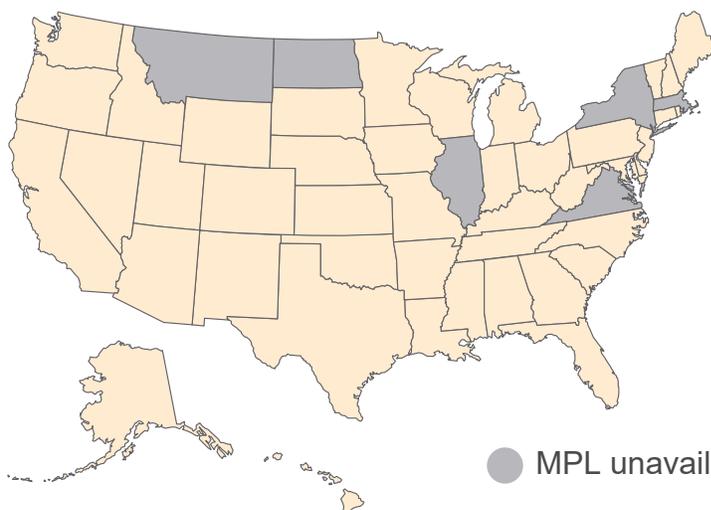
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- Real Estate Agents/Brokers
- Recruiting
- Research Consulting
- Safety Consulting
- Social Worker
- Software Copyright Infringement
- Speech Therapist
- Talent Agent
- Tax Preparation
- Technology Services/IT Consulting Services
- Training Services - Excludes Animal Training, Physical Fitness Training
- Translating/Interpreting
- Travel Agent
- Tutoring
- Yoga and Pilates Instructors

\*Coverage eligibility varies by profession and specific operations performed. Certain services may be excluded or ineligible for coverage. Please refer to the policy terms and conditions for complete details.

## Miscellaneous Professional Liability (MPL) Available in most states

✘ Currently unavailable in: DC, IL, MA, MT, NY, ND, and VA





# Professional Liability Limits of Insurance

## Each Claim Limit

This is the most the carrier will pay for covered damages for any one claim.

## Aggregate for All Claims

This is the most the carrier will pay for all claims reported during the policy year or the extended reporting period.

## Claims-Made Policy Form

Our PL policy is written on a claims-made coverage form which covers only incidents you report during the policy period – or the extended reporting period – and that occur after the policy’s retroactive date.

## Retroactive Date

This is a date in the past which is shown on the policy declarations page and from which the carrier has agreed to cover you. You can purchase coverage for up to 6 years prior to your policy effective date. If you elect not to cover your past acts, your policy retroactive date will be the same as your policy effective date.

## Extended Reporting Period

The extended reporting period option (ERP) becomes available for purchase if your policy cancels mid-term or if it expires without being renewed. This option gives you an extended number of days after policy expiration in which to report claims. Our basic policy includes a 60-day ERP. You could also choose to purchase an optional ERP in yearly increments of 1 to 6 years.

## Description Available Limits

<b>Each Claim Limit</b>	\$25,000 / \$50,000 / \$250,000 / \$500,000 / \$1,000,000
<b>Aggregate For All Claims</b>	2x Each Claim Limit (except for \$1,000,000 Claim Limit where Aggregate is 3x)

\*Limit availability may vary by state and/or industry.

## Mandatory Countrywide PL Policy Forms

<b>CTPL CWW PL</b>	Coterie Professional Liability Errors and Omissions Insurance Declarations
<b>CTPL CWW PL POLICY</b>	Professional Liability Errors and Omissions Insurance Coverage Form
<b>VARIOUS</b>	Industry Services Endorsement (Based on The Selected Profession)



# Professional Liability Policy Base Form Exclusions

- **Based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions; provided, however, that:**
  - We will pay Claim Expenses until there is a final adjudication establishing such conduct, at which time You shall reimburse Us for such Claim Expenses; and
  - This exclusion shall not apply to otherwise covered intentional acts or omissions resulting in a Personal Injury.
- **Based upon or arising out of any actual or alleged gaining of any profit or advantage to which You were not legally entitled.**
- **Based upon or arising out of any actual or alleged wrongful termination, retaliation or discrimination against or harassment of any past, present, future or potential Employee, including but not limited to any violations of federal, state or local statutory or common law.**
- **Based upon or arising out of any actual or alleged Wrongful Act that:**
  - Was committed prior to the Retroactive Date;
  - Has been the subject of any notice given under any other policy of which this policy is a renewal or replacement; or
  - You had knowledge of prior to the Policy Period and had a reasonable basis to believe that such wrongful act could give rise to a Claim; provided, however, that if this Policy is a renewal or replacement of a previous policy issued by Us providing materially identical coverage, the Policy Period referred to in this paragraph will be deemed to refer to the inception date of the first such policy issued by Us.
- **Brought by or on behalf of any federal, state, or local government agency or professional or trade licensing Organization; provided, however, this exclusion shall not apply to Claims brought in their capacity as a client receiving Your Professional Services.**
- **Brought by or on behalf of one Insured against another Insured.**
- **Brought by or on behalf of any person or entity over which or whom you maintain effective control.**
- **Based upon or arising out of any actual or alleged violation of the following laws, including any similar provisions of any federal, state or local statutory or common law:**
  - The securities act of 1933 (as amended);
  - The securities exchange act of 1934 (as amended);
  - Any state blue sky or securities laws (as amended);
  - The racketeer influenced and corrupt organizations act, 18 U.S.C. § 1961 Et seq. (As amended);
  - The employee retirement income security act of 1974 (as amended); including any rules or regulations promulgated thereunder.
- **Based upon or arising out of any actual or alleged obligation under any Workers' Compensation, Unemployment Compensation, Employers Liability or Disability Benefit Law, including any similar provisions of any federal, state, or local statutory or common law.**



## Professional Liability Policy Base Form Exclusions (Continued)

- Based upon or arising out of any actual or alleged liability of others that You assume under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- Based upon or arising out of any actual or alleged Bodily Injury or Property Damage.
- Based upon or arising out of any actual, alleged or threatened discharge, dispersal, release, or escape of Pollutants, including any direction or request to test for, monitor, clean up, remove, mitigate, contain, treat, detoxify, or neutralize Pollutants.
- Based upon or arising out of any actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan, or patent or theft of trade secret.
- Based upon or arising out of any actual or alleged false or deceptive advertising of Your goods or services or misrepresentation in advertising of Your goods or services, including but not limited to any wrongful description of prices of Your goods or services or the quality or performance of Your goods or services.
- Based upon or arising out of any actual or alleged breach of contract or breach of any implied or express warranty or guarantee; provided, however, this Exclusion shall not apply to:
  - Any obligation You have to perform Your Professional Services with reasonable skill or care; or
  - Any liability You would have had in absence of such contract, warranty, or guarantee.
- Based upon or arising out of any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations, regarding or relating to unsolicited telemarketing, solicitations, emails, faxes, or any other communications of any type or nature, including but not limited to any “antispam” and “do-not-call” statutes, ordinances, or regulations.
- Based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds.
- Based upon or arising out of any actual or alleged failure to protect any non-public, personally identifiable information in Your care, custody, or control.
- Based upon or arising out of any actual or alleged actuarial services, medical or nursing services, insurance agent/broker services, legal services or services as an architect or engineer.
- Based on actual or alleged discrimination or actual or alleged sexual harassment by the Insured.

NOTE: Bolded terms are defined in the Professional Liability Errors and Omissions Insurance Coverage Form.

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