



## Coverage Features

# Employed Lawyers Professional Liability by Westchester Coverage Features

Creditors, customers, vendors, government regulators, competitors, shareholders and even employees can sue a company's in-house attorneys for legal malpractice. Westchester's Employed Lawyers Professional Liability by Westchester<sup>SM</sup> helps protect in-house attorneys from allegations of errors and omissions in carrying out their legal duties.

### ACC Membership Coverage Enhancements

In recognition of our expertise in underwriting coverage for in-house counsel, Westchester has been an Association of Corporate Counsel (ACC) Alliance Partner since 1996. We are proud of our commitment to delivering ACC members a comprehensive professional liability solution. ACC members are eligible for the following coverage enhancements by endorsement to their Employed Lawyers Professional Liability by Westchester policy, as well as access to loss prevention resources regarding legal malpractice exposures:

- "Professional services" includes outside nonprofit directorship liability coverage for legal services provided by an employed lawyer while serving in the capacity of a director, officer, or similar position of a nonprofit organization.

#### Westchester's policy covers:

- In-house general counsel
  - Legal assistants
  - Notaries public
  - Temporary and independent contract or attorneys
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- The insured may settle claims within the applicable retention, subject to the agreement of the applicable insured person(s) against whom such claim is made.
  - The insured may select counsel of its choice, subject to qualifications, jurisdiction, and Westchester's billing and reporting requirements.

### Employed Lawyers Professional Liability by Westchester Coverage Highlights

- Broad definition of "insured" includes employed lawyers, legal assistants, notaries public, foreign equivalents of the foregoing, and temporary and independent contractor attorneys.
- "Professional services" includes pro bono legal services and a broad definition of "moonlighting legal services," with no requirement that the organization consent to such additional legal services.
- Definition of "claim" includes written demands, civil proceedings, criminal proceedings, formal administrative or regulatory proceedings, arbitration or mediation proceedings, requests for extradition, and bar association or other similar proceedings concerning the eligibility of an employed lawyer to practice law.
- Even when the definition of claim has not been triggered, if there is a subpoena regarding an attorney's alleged wrongful act, our policy extends up to \$10,000 to cover legal fees, including motions to quash or modify the subpoena.
- Broad definition of "loss" includes civil penalties assessed against an employed lawyer pursuant to the Foreign Corrupt Practices Act.
- "Loss" includes punitive, exemplary, and multiplied damages, where permitted by law, in the venue most favorable to the insured.
- Coverage for personal injury (as defined in the policy) includes malicious prosecution and abuse of process.
- No exclusion for loss arising out of securities laws.

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- Fraud and unentitled profits exclusion includes final adjudication language.
- Coverage is fully non-rescindable.
- No settlement provision. Subject to the limit of liability, no cap on Westchester's liability in the event the insured refuses to consent to a recommended settlement.
- Insured person against whom the claim is made must consent to the settlement.
- "As soon as practicable" claim reporting requirement with no additional restrictions if the policy is renewed with Westchester, restricted to 90 days post-policy expiration if the policy is not renewed with Westchester.
- Coverage for consequential damages arising out of bodily injury and property damage.
- Insured v. Insured exclusion does not apply to claims brought by an insured person who has not served in the capacity of an insured person for at least one year.
- No exclusion for claims brought by an insured person in his or her capacity as a whistleblower.
- No exclusion for claims brought by or on behalf of the insured organization in the event of financial impairment.
- Coverage continues through reorganization until the parent organization emerges from bankruptcy.
- Automatic coverage for newly created and acquired subsidiaries without a reporting requirement.
- Non-cancelable by Westchester, except for nonpayment of premium.
- Bilateral extended reporting period; any insured has right to purchase.

## The Westchester Advantage

A leader in ELP insurance, Westchester consistently provides broad coverage, superior claim service and unparalleled expertise. Westchester stands apart from other insurers in several key areas:

- **Financial stability**—Westchester's financial strength receives consistently high ratings from A.M. Best, Moody's and Standard and Poor's, the leading independent analysts for the insurance industry.
- **Customized coverage**—We underwrite each account independently so that coverage is always tailored to meet its unique liability needs.
- **Claims philosophy of fairness**—Westchester's reputation for expertise and fair claims handling is unmatched in the industry. Its philosophy is one of supportive cooperation with producers and customers to provide both a vigorous defense against meritless claims and appropriate

### Contact Us

For more information please visit us at:

<https://www.westchester.com/en/contact-us/product-line/financial-lines.html>