

Intellectual Property Lawyers Professional Liability Insurance Program

Policy Form Highlights - Form Number: CNA67560XX (1-14)

- **Settlement Provision:** The Company will not settle a claim without the Insured's written permission and will not cap limits if the insured does not consent to settlement.
- **Definition of Legal Services** has been amended to include any investment advice given in connection with fiduciary services and pro bono legal services. Zero deductible for claims arising out of the rendering of pro bono legal services. Legal services also includes those services performed by an insured in the capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees.
- **Broad Definition of Insured** also includes Predecessor Firm.
- **Supplementary payments for Disciplinary Proceedings** have been increased from \$20,000 to \$50,000 for each Insured and all Insureds in the Aggregate, for attorney fees and other reasonable costs, expenses or fees resulting from any one Disciplinary Proceeding reported to the Company during the policy period involving covered legal services. Maximum limit is \$100,000 despite the number of proceedings. In the event of No Liability, the Company will reimburse the Insured up to a maximum of \$100,000 regardless of the number of Insureds or proceedings.
- **If the aggregate limit of liability is exhausted** by payment of damages or claims expenses under the policy and there remain any unresolved or outstanding claims, the Company will reimburse the insured for an amount equal to 10 percent of the limit of liability up to a maximum of \$100,000 for claim expense incurred by the Insured in handling the defense of such unresolved or outstanding claims.
- **50% reduction of the deductible**, up to \$12,500 if a claim is settled or finally resolved within 364 days of reporting such claim to the Company.
- **Supplementary payments up to \$20,000 for Regulatory Inquiries** in response to a regulatory investigation arising from the rendering of legal services, including an actual or alleged violation of a **security breach notice law** or any law referenced under the definition of **privacy injury and identity theft**.
- **Definition of Claim** expanded to include privacy claims and client network damage claims.
- **Supplementary payments up to \$20,000 for Crisis Events**.
- **Supplementary payments up to \$20,000 for Privacy Event Response**.
- **Assistance in responding to a subpoena** arising from legal services rendered by an insured including the production of documents and preparation of sworn testimony, provided the subpoena arises out of a lawsuit to which the insured is not a party.
- **Supplementary benefit for the investigation** of potential claims. Payments are in addition to the limits of liability and not subject to the deductible.
- **Optional Extended Reporting Period** is available for one year, two year, three year, six year or for an **unlimited period**.
- **Non-practicing Extended Reporting Period** at no charge for retiring or non-practicing lawyers who have been continuously insured by the Company for at least three consecutive years.
- **Death or Disability Extended Reporting Period** at no extra charge.

Pre-Claim Helpline Number: 888-236-3868

The above information is for illustrative purposes and is not a contract. It is intended to provide a general overview of the policy form. Please refer to the actual policy form for complete policy language and definitions. For complete details, please refer to the actual CNA policy, including all terms, coverages, amounts, conditions and exclusions.