



**American Family Home Insurance Company (AFHIC),
American Alternative Insurance Corporation (AAIC),
American Southern Home Insurance Company (ASHIC),
American Modern Home Insurance Company (AMHIC)**

All Companies have an AM Best rating of A+ (Superior), Financial Size XV

Comprehensive yet custom-tailored coverage

Architects and Engineers Professional Liability Insurance offers comprehensive, flexible coverage packages tailored to meet your client's unique needs. Our experienced underwriters will accurately measure your client's risk and provide optimum protection for their premium dollar. Whether your client is a large multi-discipline firm operating worldwide or a small design boutique with a local community practice, our Architects and Engineers Professional Liability policy can be customized expressly for your client.

Policy Highlights

Supplemental Payments – Payments made under the following (A-F) coverage highlights are not subject to the deductible and are outside of the limits of liability:

- A. **Free Loss Prevention Assistance** – Policy will pay for all costs or expenses incurred, at the insurer's sole discretion, as a result of investigating a circumstance reported in accordance with the policy terms.
- B. **Disciplinary Proceedings** – Policy will reimburse the insured for reasonable attorney's fees incurred in responding to a disciplinary proceeding. Maximum supplemental payment is \$30,000 each policy period.
- C. **Reimbursement of Expenses** – Policy will provide reimbursement of the insured's actual loss of earnings and reasonable expenses up to \$400 per day and a maximum of \$15,000 per claim or related claim each policy period, due to the insurer's request for the insured to attend hearings, depositions and trials relative to the defense of a claim.
- D. **A.D.A., F.F.H.A and O.S.H.A Expense Reimbursement** – The insurer will reimburse the insured for their reasonable attorney's fees incurred in responding to a regulatory or administrative action under A.D.A., F.F.H.A and O.S.H.A and reported during the policy period, a maximum of \$10,000 for each policy period.
- E. **Reimbursement for Withheld Fee Mitigation** – If the insured attempts to recover a withheld fee from a client and the client brings a claim against the insured for an amount greater than that withheld fee, and the insured provides written confirmation from their client, acceptable to the insurer, that they will withdraw their claim, then the insurer will pay 50% of the withheld fee to a maximum of policy aggregate of \$25,000.
- F. **Crisis Management – Public Relations** – Policy will reimburse the insured for public relations event expenses that the insured incurs as a result of a public relations event that first occurs and is reported during the policy period. The amount of reimbursement for public relations expenses is a maximum of \$15,000 per policy period for all public relations events for which coverage applies.

In addition to the above Supplemental Payments section, the policy provides the following coverage enhancements:

- **Technology Services and Information Security Liability** – Coverage for claims for the failure to:
 - Prevent a computer virus or malicious code
 - Provide authorized use of or access to the insured's website, computer or communications network
 - Prevent unauthorized access to, or use of, data, software, firmware, systems or networks containing Personally Identifiable Information or Confidential Corporate Information
 - Prevent the theft, unauthorized or illegal disclosure or loss of Personally Identifiable Information or Confidential Corporate Information.
- **Worldwide Coverage** – Coverage afforded by this policy applies worldwide.
- **Defense Counsel** – Defense counsel may be designated by us or by you with our written consent and subject to our guidelines.
- **Contractors Pollution Liability** – Coverage is extended to pay damages and claim expenses as a result of any claims arising from a pollution incident for Contractor's Pollution Liability.
- **Deductible Credits for Mediation and Risk Management** – The insured's deductible obligation is reduced by 50%, subject to a maximum reduction of \$25,000, if the claim is fully and finally resolved by mediation; or prior to the report date of a claim, a signed written and enforceable agreement for the professional services involved in the claim included a clause limiting the insured's liability to \$250,000 or less.
- **Construction and Demolition Activities Coverage** – Policy provides coverage for the insured's Contractor's Pollution Liability and drilling, excavation, or other sampling or testing procedures necessary to perform the insured's professional services.
- **Modified Settlement Provision** – The insurer will not settle any claim without the insured's consent. If consent to any settlement recommended by the insurer is withheld and the insured elects to contest or continue to contest that claim, then the insurer's liability for damage will not exceed the amount for which the claim could have been settled; the insurer will be responsible for 50% of claims expense in excess of the deductible.
- **90 Day Automatic Coverage for Newly Formed or Acquired Entities** – Coverage is afforded for 90 days after the formation or acquisition of any entity over which the insured maintains a majority interest, provided no similar insurance is available to that entity.
- **Waiver of Subrogation** – Insurer will waive their subrogation rights against a client of the insured to the extent that the insured has, prior to a claim or circumstance, entered into a written agreement to waive such rights.
- **Joint Venture & Legal Entity Coverage** – This policy provides coverage for the insured's participation in a legal entity, including a joint venture, but only for the insured's legal liability arising out of professional services performed by the legal entity or joint venture.
- **Product Liability Coverage** – Policy provides coverage for claims caused by furniture, furnishings or equipment created or modified specifically for a single client in connection with your professional services as an interior designer.
- **Equity Interest Coverage** – Policy provides coverage for a claim from an entity where the insured(s)

This description is for illustrative purposes only; it does not amend or otherwise affect the provisions of any insurance policy. It is not a representation that coverage does or does not exist or any particular claim. The Insurance policy, including all endorsements sets forth the actual terms, coverage, conditions, limits and exclusions of coverage and should be referred to.

has less than 49% ownership interest.

- **Pollution, Asbestos or Mold Coverage** – No pollution, asbestos or mold exclusions in the policy.
- **Innocent Insured Coverage** – The Criminal, Fraudulent, Malicious, Dishonest or Intentional Acts exclusion does not apply to any insured that did not commit, participate in, or have knowledge of any dishonest, fraudulent, criminal or malicious act or omission.
- **Other Insurance Coverage** – The policy is excess over other insurance, including project specific insurance.
- **Spousal and Legally Recognized Domestic Partner Coverage** – Coverage is extended to include the spouses and domestic partners of insureds by reason of legal status or their ownership interest in property or assets that are sought as recovery for claims arising out of the wrongful acts committed by the insured.
- **Additional Insured for Contractor's Pollution Liability** – Coverage is extended for any person or organization that the insured is required by contract to include as an insured under this policy.
- **Damages Include Punitive or Exemplary Damages** – Unless uninsurable by law, punitive or exemplary damages or the multiple portion of any multiplied damage award are covered by this policy.
- **Third Party Defense Costs** – The policy provides coverage for your legal obligation to reimburse any person or entity for their reasonable defense costs to the extent caused by your wrongful act, pollution incident or technical services and information security event if awarded by a court of competent jurisdiction.
- **Automatic Extended Reporting Period** – If the policy is cancelled or non-renewed or renewed with a retroactive date later than the current date in the Declarations by the insurer, an automatic extended reporting period is provided. The automatic extended reporting period starts at the end of the policy period and lasts for 60 days.
- **Optional Extended Reporting Period** – For an additional premium an optional extended reporting period is available in accordance with your state requirements.
- **Non-Practicing Extended Reporting Period** – The policy provides for 2 non-practicing extended reporting periods. The first is in the event of the death of an insured and the second is if an insured becomes totally and permanently disabled.
- **Employment Practices Liability Insurance** – EPLI coverage is available with a separate limit of liability that will not impact or erode the A&E policy limit of liability.