



# MALPRACTICE ALERT!

**OBLIC**

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Ohio Bar Liability  
Insurance Company

## **OBLIC BOARD ENACTS COVERAGE ENHANCEMENT – DISCIPLINARY MATTERS**

The OBLIC Board of Directors has enhanced coverage provided to OBLIC policyholders at no additional cost. The coverage enhancement provides reimbursement of up to \$2,500 per policy year for legal services rendered by a lawyer (other than a lawyer insured under the policy) to defend against a disciplinary complaint or proceeding.

The policy deductible does not apply to payments made under this provision. Nor does any payment made serve to reduce the applicable limits of liability. The addition of this coverage benefit does not increase the premium charges for policies.

The policyholder may select counsel of his/her choice. OBLIC is available to provide advice or assistance regarding choice of counsel, if a policyholder requests assistance.

Policies issued after June 1, 2001 will have an endorsement attached which adds this coverage. However, the coverage is effective as of June 1, 2001, for all policies in force on June 1, 2001, even though the endorsement is not a part of such policies. Reprinted below is a copy of the key language contained in the endorsement.

### **LIMITED LEGAL FEE AND EXPENSE COVERAGE FOR DISCIPLINARY ACTIONS ENDORSEMENT**

In consideration of the premium charged, the

policy is amended to include the following provision:

The Company shall reimburse the Named Insured up to \$2,500 per **Policy Period** for reasonable fees, costs and expenses for legal services charged by a lawyer, other than any lawyer insured under this policy, to defend an Insured regarding a disciplinary complaint or proceeding based on allegations of professional misconduct in performing **Professional Services** for others. Such disciplinary complaint or proceeding must be first made against any Insured during the **Policy Period** and reported in writing to the Company during the **Policy Period**.

The Insured shall have the right to select the lawyer to defend against any disciplinary complaint or proceeding. At the option of the Insured, the Insured may request the assistance of the Company in selecting a lawyer.

This coverage applies only to such legal services, costs and expenses. It does not apply to any monetary awards of any kind, judgments or settlements relating to or resulting from the institution or disposition of disciplinary complaints or proceedings.

The Deductible shall not apply to any payments made under this provision. Further, any payments made under this provision will not reduce the Limits of Liability.

The maximum amount payable under this policy for legal services, costs & expenses arising from disciplinary complaints or proceedings shall

not exceed \$2,500 regardless of how many disciplinary proceedings or complaints are made and reported to the Company during the **Policy Period**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above numbered policy, other than as stated in this endorsement.

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## **DR1-104 Disclosure of Information to the Client**

DR1-104, which requires mandatory written disclosure to a client if a lawyer does not have malpractice insurance of at least \$100,000 per claim, \$300,000 per policy year aggregate, is effective July 1, 2001. Although this disclosure is probably not relevant to current OBLIC policyholders, an attorney must advise clients if at any time his or her insurance coverage terminates. If you fail to renew coverage on time, or your policy is cancelled after July 1, 2001, such as for non-payment of premium, then it appears that you must give the written notice as required by DR1-104.

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