Some contracts call for an engineer or other design professional to pay the legal expenses of a client. This "duty to defend" clause is fundamentally unfair. Even if the engineer didn't do anything wrong, or even for damages caused by other parties, the obligation could bankrupt the engineering firm. Engineers and other design professionals are not contractors, and their insurance coverage is not the same. Professional liability insurance for design professionals only covers damages to the extent caused by their own professional negligence. Duty to defend obligations not tied to a finding of negligence are unlikely to be covered. This could prove especially for small firms on large projects. It's important for engineers to always push back hard on a "duty to defend" clause in their contract. It's good public policy and the right thing to do.