

LAWYERS PROFESSIONAL LIABILITY

THIS IS A CLAIMS & REPORTED MADE POLICY – PLEASE READ CAREFULLY.

In consideration of the payment of the premium and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all of the terms of the policy, the Underwriters designated in the Declarations (hereinafter “the Underwriters”) agrees with the Named Insured as stated in the Declarations (hereinafter “Named Insured”) as follows:

INSURING AGREEMENTS

I. COVERAGE – PROFESSIONAL LIABILITY

The Underwriters will pay on behalf of the INSURED all sums in excess of the deductible that the INSURED becomes legally obligated to pay as DAMAGES as a result of any CLAIM first made against the INSURED during the POLICY PERIOD, and reported to the Underwriters in writing during the POLICY PERIOD, or within 60 days thereafter, by reason of any act, error, omission or PERSONAL INJURY arising out of Professional Services rendered or that should have been rendered by the INSURED or by any person for whose act, error, omission or PERSONAL INJURY the INSURED is legally liable, and arising out of the conduct of the INSURED’s profession as a Lawyer or Notary Public, provided always that such act, error, omission or PERSONAL INJURY occurs:

- A. during the POLICY PERIOD; or
- B. on or after to the RETROACTIVE DATE if any, and prior to the effective date of this policy, but only if:
 - 1. no INSURED had, prior to the effective date of this policy, actual knowledge of any CLAIM or any act, error, omission or PERSONAL INJURY that may reasonably be expected to give rise to a CLAIM; and
 - 2. no INSURED has any prior insurance applicable to the CLAIM, except that if any such prior insurance exists, then this policy will apply upon exhaustion of all such other prior insurance, and then will pay only the remaining amount of any loss covered hereunder, not exceeding the Limit of Liability of this policy.
 - 3. no INSURED has given notice to the insurer of any other policy in force previous to the effective date of this policy of any claim or any act, error, omission or PERSONAL INJURY that may reasonably be expected to give rise to a claim;

Subject to all other terms and conditions of this policy, when the INSURED acts as an administrator, conservator, executor, fiduciary, guardian, receiver, trustee, member, director or officer of any bar association, arbitrator or mediator, an act, error, omission or PERSONAL INJURY of the INSURED in such capacity will be deemed for the purpose of Insuring Agreement I. to be the performance of professional services for others in the INSURED’s capacity as a lawyer, but only to the extent that such act, error, omission or PERSONAL INJURY is of the type for which in the lawyer-client relationship, the INSURED would be legally responsible as a lawyer. This coverage will not apply to any loss sustained by the INSURED as the beneficiary or distributee of any trust or estate.

II. DEFENSE, INVESTIGATION AND SETTLEMENT OF CLAIMS

As respects such insurance as is afforded by this policy, the Underwriters will:

- A. have the right and duty to defend, including selection of counsel and arbitrators, in the INSURED’s name and on the INSURED’s behalf any CLAIM for DAMAGES against the INSURED, even if such CLAIM is groundless, false or fraudulent and have the right to make such investigation and negotiation of any CLAIM as it deems expedient. The Underwriters has no duty to defend any CLAIM to which this insurance does not apply; and
- B. not settle any CLAIM without the written consent of the INSURED. If, however, the INSURED refuses to consent to a settlement recommended by the Underwriters and elects to contest the CLAIM or continue legal proceedings in connection with such CLAIM, the Underwriter’s liability for the CLAIM will not exceed the amount for which the CLAIM could have been settled, including CLAIMS EXPENSES incurred with its consent up to the date of such refusal, or the applicable limit of liability, whichever is less. In any event, the Underwriters will not be obligated to pay any DAMAGES or defend or continue to defend any CLAIM after the limit of the Underwriter’s liability has been exhausted by payment of DAMAGES and/or CLAIMS EXPENSES, or by deposit of the applicable limit of liability in a court of competent jurisdiction.

III. CLAIMS EXPENSES

CLAIMS EXPENSES will be included within the deductible and the limit of liability and will not be in addition thereto. Such CLAIMS EXPENSES will reduce the available limit of liability.

IV. TERRITORY

This policy applies to an act, error, omission or PERSONAL INJURY that occurs anywhere in the world provided CLAIM is made and suit or arbitration proceedings are brought against the INSURED in the United States of America, its territories or possessions, or Canada.

DEFINITIONS

I. CLAIM, whenever used in this policy means a demand received by the INSURED for DAMAGES, including, but not limited to, the service of suit or institution of arbitration proceedings against the INSURED.

II. CLAIMS EXPENSES, whenever used in this policy means:

- A. fees charged by any lawyer designated by the Underwriters; and
- B. if authorized by the Underwriters, all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of any CLAIM, suit or proceeding.

CLAIMS EXPENSES does not include salaries and expenses of regular employees or officials of the Underwriters.

III. DAMAGES, whenever used in this policy means the monetary portion of any judgment, award or settlement, provided always that DAMAGES does not include:

- A. punitive, exemplary, or treble DAMAGES;
- B. sanctions, fees, fines or penalties imposed by law;
- C. fees paid or owed as remuneration for legal services; or
- D. matters that may be deemed uninsurable under the law pursuant to which this policy may be construed.

IV. INSURED, whenever used in this policy means:

- A. The Named Insured shown in the Declarations and any PREDECESSOR FIRM thereof;
- B. any lawyer or professional corporation who was or is a partner, officer, director or employee of the Named Insured, but only as respects professional services rendered on behalf of the Named Insured or any PREDECESSOR FIRM thereof;
- C. any lawyer who was or is acting "of counsel" to the Named Insured, but only in respect to professional services rendered on behalf of the Named Insured or any PREDECESSOR FIRM thereof;
- D. any other present or former employee of the Named Insured or any PREDECESSOR FIRM thereof solely while acting on behalf of the Named Insured or any PREDECESSOR FIRM thereof; or
- E. the heirs, executors, administrators and legal representatives of any INSURED in the event of an INSURED's death, incapacity or bankruptcy, but only in respect to professional services rendered prior to such INSURED's death, incapacity or bankruptcy.

V. PERSONAL INJURY, whenever used in this policy means false arrest, detention or imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution, libel, slander or breach of privacy.

VI. POLICY PERIOD, whenever used in this policy means the period from the effective date of this policy to the expiration date as set forth in the Declarations or earlier termination date, if any, of this policy.

VII. PREDECESSOR FIRM, whenever used in this policy means any legal entity that was engaged in the practice of law to whose financial assets and liabilities the Named Insured is the majority successor in interest.

VIII. RETROACTIVE DATE, whenever used in this policy means the date on or after which any act, error, omission or PERSONAL INJURY must have occurred in order for any CLAIM arising therefrom to be covered under this policy. CLAIMS arising from any act, error, omission or PERSONAL INJURY prior to this date are not covered in this policy.

EXCLUSIONS

This policy does not apply to any CLAIM:

- A. arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any INSURED, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to CLAIM EXPENSES incurred in defending any such Claim or circumstance which might lead to a Claim, but shall not apply to any DAMAGES which the INSURED might become legally obligated to pay.
- B. based upon or arising out of bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property or loss of use thereof;
- C. based upon or arising out of any INSURED's activities as an officer, director, partner, manager or employee of any Underwriters, corporation, operation or organization other than the Named Insured;
- D. arising out of or in connection with the conduct of any business enterprise other than the Named Insured (including the ownership, maintenance or care of any property in connection therewith) which is or was more than 5% owned by any INSURED or in which any INSURED is or was a partner, or which is or was directly or indirectly controlled, operated or managed by any INSURED either individually or in a fiduciary capacity;
- E. made by any former or present INSURED under this policy against any other INSURED under this policy;
- F. based upon or arising out of discrimination by any INSURED on the basis of race, creed, national origin, age, sex or marital status;
- G. based upon or arising out of any INSURED's capacity as a public official or an employee of a governmental body, subdivision or agency unless any INSURED is deemed to be such solely because any INSURED has rendered legal services to such governmental body and the remuneration for such legal services inures to the benefit of the Named Insured;
- H. based upon or arising out of the Employee Retirement Income Security Act of 1974, Public Law 93-406, and amendments thereto, or any other similar state or local law against any INSURED while acting as a fiduciary within the meaning of said laws. Nothing in the foregoing will be deemed to exclude coverage for acts, errors or omissions or PERSONAL INJURY committed while providing otherwise covered legal advice to a fiduciary;
- I. arising out of conversion, misappropriation or improper commingling of client funds;
- J. arising out of any INSURED's gaining in fact any personal profit or advantage to which any INSURED was not legally entitled;
- K. based upon or arising out of the promotion, sale, solicitation, or recommendation of any securities, real estate or other investments by any INSURED.

LIMIT OF LIABILITY AND DEDUCTIBLE

I. LIMIT OF LIABILITY

- A. The limit of liability for each CLAIM will apply in excess of the deductible. CLAIMS EXPENSES and amounts paid or incurred in satisfaction of CLAIMS are subject to the applicable limits of liability.
- B. All CLAIMS EXPENSES will first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay DAMAGES.
- C. The liability of the Underwriters for the combined total of DAMAGES and CLAIMS EXPENSES for each CLAIM first made against the INSURED during the POLICY PERIOD, including the Extended Reporting Period, if purchased, will not exceed the amount stated in the Declarations for "Each CLAIM".
- D. Subject to C. above, the liability of the Underwriters will not exceed the amount stated in the Declarations as "Aggregate" as a result of all CLAIMS first made against the INSURED during the POLICY PERIOD, including the Extended Reporting Period, if purchased.

II. DEDUCTIBLE

The deductible amount stated in the Declarations, shall be satisfied by payments by the Assured of Damages and Claims Expenses resulting from each CLAIM first made and reported to the Underwriters during the period of insurance and the Extended Reporting Period as a condition precedent to the payment by the Underwriters of any amounts hereunder and the Underwriters shall be liable only for amounts in excess of such Deductible subject to Underwriters' total liability not exceeding the limit set forth in Item 4 of the Declarations. The Assured shall make direct payments within the deductible to appropriate parties designated by the Underwriters.

III. MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS

The inclusion of more than one INSURED in any CLAIM or the making of CLAIMs by more than one person or organization will not operate to increase the limits of liability and deductible. Two or more CLAIMs arising out of a single act, error, omission or PERSONAL INJURY or a series of related acts, errors, omissions or more than one PERSONAL INJURY will be considered a single CLAIM. All such CLAIMs whenever made will be considered first made on the date on which the earliest CLAIM arising out of such act, error, omission or PERSONAL INJURY was first made and all such CLAIMs are subject to one limit of liability and deductible.

IV. REIMBURSEMENT TO THE UNDERWRITERS

If the Underwriters has paid any amounts in satisfaction of any CLAIMs and/or CLAIMS EXPENSES in excess of the applicable limit of liability, or within the amount of the applicable deductible, the INSUREDS, jointly and severally, will be liable to the Underwriters for any and all such amounts and, upon demand, must pay such amounts to the Underwriters.

CONDITIONS

I. ACTION AGAINST THE UNDERWRITERS

- A. No action may lie against the Underwriters unless, as a condition precedent thereto, the INSURED has fully complied with all the terms of this policy, nor until the amount of the INSURED's obligation to pay has been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Underwriters. Any person or organization or the legal representative thereof who has secured such judgment or written agreement will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.
- B. Nothing contained in this policy will give any person or organization any right to join the Underwriters as a codefendant in any action against the INSURED to determine the INSURED's liability.

II. ASSIGNMENT

Assignment of interest under this policy will not bind the Underwriters unless its consent is endorsed hereon. If, however, an INSURED should die or be adjudged incompetent, this policy will cover the INSURED's legal representative as the INSURED with respect to liability previously incurred and covered by this policy.

III. BANKRUPTCY

Bankruptcy or insolvency of the INSURED or of the INSURED's estate will not relieve the Underwriters of any of its obligations under this policy.

VI. CANCELLATION

- A. This policy may be canceled by the Named Insured by surrender thereof to the Underwriters or by mailing to the Underwriters written notice stating when thereafter such cancellation will be effective. If this policy is canceled by the Named Insured, the Underwriters will retain the customary short rate portion of the premium.
- B. This policy may be canceled by the Underwriters by mailing to the first Named Insured at the last mailing address known to the Underwriters, written notice stating when, not less than sixty (60) days thereafter, such cancellation will be effective, but this policy may be canceled as aforesaid by not less than ten (10) days notice when the cancellation is being effected by reason of the Named Insured's nonpayment of premium. Proof of mailing will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the POLICY PERIOD. If the Underwriters cancel, earned premium will be computed pro rata. The cancellation will be effective even if we have not made or offered a refund.
- C. Delivery of written notice by the Underwriters will be equivalent to mailing.

V. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person will not affect a waiver or change in any part of this policy nor will the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

VI. ENTIRE AGREEMENT

By acceptance of this policy, the INSURED reaffirms as of the effective date of this policy that A. the statements in the application attached hereto and made a part hereof are the INSURED's agreements and representations; B. this policy is issued in reliance upon the truth and accuracy of such representations; and C. this policy embodies all agreements between the INSURED and the Underwriters or any of its agents relating to this insurance.

VII. EXTENDED REPORTING PERIOD

- A. If the Underwriters or the Named Insured cancels or non-renews this policy, the Named Insured will have the right to extend the time past the end of the POLICY PERIOD for reporting any CLAIM made against an INSURED for an additional twelve (12) months at 100% of the expiring premium; twenty-four (24) months at 175% of the expiring premium; or thirty-six (36) months at 225% of the expiring premium.
- B. The option described in A. above applies only to CLAIMs otherwise covered by this policy that are first made against the INSURED and reported to the Underwriters during the Extended Reporting Period. Coverage for CLAIMs first made and reported during the Extended Reporting Period applies only to a CLAIM for an act, error, omission or PERSONAL INJURY that occurred prior to the end of the POLICY PERIOD and on or after the RETROACTIVE DATE, if any.
- C. This right to purchase the Extended Reporting Endorsement is subject to the following conditions:
 1. This policy was non-renewed for reasons other than non-payment of premium;
 2. Any deductible amounts due the Underwriters must be paid by the INSURED;
 3. The Named Insured must send written notice to the Underwriters of the intention to purchase the Extended Reporting Endorsement accompanied by the additional premium. Written notice and premium payment must be received by the Underwriters within thirty (30) days after the termination date of the POLICY PERIOD;
 4. Separate or new limits do not apply to the Extended Reporting Period. In no event will the Underwriters be required to make any payment for CLAIMs or CLAIMS EXPENSES that exceed the balance of the limit of liability in effect at the time the policy is terminated;
 5. This option to extend the reporting period does not extend the POLICY PERIOD;
 6. This option is not available if any INSURED's license or right to practice his or her profession is revoked, suspended by, or surrendered at the request of, any regulatory authority; and
 7. Premium for this option is fully earned when received.

VIII. INSURED'S DUTIES IN THE EVENT OF A CLAIM

As a condition precedent to the availability of coverage under this policy, the INSURED's duties in the event of a CLAIM are as follows:

- A. If a CLAIM is made against the INSURED, the INSURED must give immediate written notice to the Underwriters. Notice should include every demand, notice, summons or other process received by the INSURED;
- B. The INSURED must cooperate with the Underwriters in the defense, investigation and settlement of any CLAIM. Upon the Underwriter's request, the INSURED must submit to examination or questioning, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses in the conduct of suits;
- C. The INSURED will assist the Underwriters in effecting any rights of indemnity, contribution or apportionment available to the INSURED or the Underwriters; and

D. The INSURED will not, without prior written consent of the Underwriters, make any payment, admit liability, settle any CLAIM, assume any obligations, agree to arbitration or any similar means of resolution of any dispute, waive any rights or incur any CLAIMS EXPENSES on behalf of the Underwriters.

IX. OTHER INSURANCE

If there is other insurance applicable to a CLAIM covered by this policy, this policy will be deemed excess insurance over and above the applicable limits of liability of all such other insurance unless such other insurance is written only as specific excess insurance over the limits of liability provided in this policy.

X. PREMIUMS

The first Named Insured shown in the Declarations:

- A. Is responsible for the payment of all premiums; and
- B. Will be the payee for any return premiums we pay.

XI. REPORTING OF POTENTIAL CLAIMS

- A. If, during the POLICY PERIOD, any INSURED first becomes aware of a potential CLAIM (i.e., any act, error, omission or PERSONAL INJURY that might reasonably give rise to a CLAIM against any INSURED under this policy) the INSURED must give written notice of such act, error, omission or PERSONAL INJURY to the Underwriters as soon as practicable during the POLICY PERIOD, any CLAIM subsequently made against any INSURED arising out of that act, error, omission or PERSONAL INJURY will be considered to have been made during the POLICY PERIOD.
- B. Written notice of a potential CLAIM must include:
 - 1. the specific act, error, omission or PERSONAL INJURY including date(s) thereof;
 - 2. the injury or damage that may reasonably result; and
 - 3. the circumstances by which any INSURED became aware of the act, error, omission or PERSONAL INJURY.
- C. The INSURED will cooperate with the Underwriters as set forth in Condition VIII.

XII. SUBROGATION

In the event of payment by the Underwriters under this policy, the Underwriters will be subrogated to all of the INSURED's rights of recovery against any person or organization. The INSURED will cooperate with the Underwriters and do whatever is necessary to secure such rights and will do nothing to prejudice such rights.