

## **Lawyers Professional Liability Policy**

**THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY ONLY APPLIES TO CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY AND THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY THE PAYMENT OF CLAIM EXPENSES. PLEASE READ THIS POLICY CAREFULLY.**

In consideration of the payment of the premium, **your** obligation to pay the deductible, and in reliance on all statements in the Application and all supplementary information **you** provide to **us**, and subject to the Declarations, and all other terms, conditions, limitations, exclusions, and endorsements of this Policy, the **Named Insured** and **we** agree as follows:

### **A. INSURING AGREEMENT**

Subject to all terms and conditions of this Policy, **we** will pay on **your** behalf all **claim expenses** and **damages** up to the Limits of Liability as set forth in the Declarations of this Policy for a **claim** to which this Policy applies that is first made against **you**: (1) during the **policy period**, or (2) during a prior policy issued by **us** and continuously renewed by the **Named Insured** up to the present **policy period**.

However, this Insuring Agreement shall apply only if:

1. The **claim** arises from a **wrongful act** in the performance of **legal services** by **you** on behalf of the **Named Insured** or any **predecessor firm**, or pro bono **legal services** performed with the knowledge and consent of the **Named Insured** or **predecessor firm**, that occurs after the Policy retroactive date and before the Policy expiration date;
2. The **claim** was reported to **us** during the **policy period**, or if applicable, during the Automatic Extension of Time to Report Claims or Extended Reporting Period;
3. The **claim** was not the subject of any notice previously given to any insurer, nor was the **claim** made under another policy of insurance;
4. The applicable Limits of Liability of this Policy have not been exhausted by the payment of **claim expenses** or **damages**; and,
5. As of the **continuous insurance start date** no **Insured** knew or reasonably should have known of any same or related **wrongful act, legal service**, fact, circumstance or adverse outcome that might result in a **claim**.

### **B. DEFINITIONS**

Wherever used in this Policy:

1. **Claim** means a demand received by **you** for money or services arising from a **wrongful act**. A **claim** shall include, but is not limited to, the service of suit or the institution of an arbitration proceeding against the **Insured** or a request to toll the statute of limitations. **Claim** does not include any criminal proceeding or any proceeding that seeks injunctive, declaratory, equitable or non-pecuniary relief or remedies.

2. **Claim expenses** means:
- a. Reasonable and customary fees for necessary legal work performed by attorneys designated or approved by **us**;
  - b. All other reasonable and necessary fees, costs, and expenses approved by **us** and resulting from the investigation, adjustment, defense, and appeal of a **claim**; and,
  - c. Premiums for any appeal bond, attachment bond or similar bond in an amount not to exceed the unexhausted Limits of Liability of this Policy, provided that **we** have no obligation to apply for or furnish any such bond.

**Claim expenses** do not include any amounts paid under section C. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS, 6. Supplementary Payments or salaries or expenses of either **your** or **our** employees or attorneys.

3. **Commonly accepted technologies** means current and conventional methodologies used to secure **computer systems** leased or owned by the **Named Insured** and operated by an **Insured** for the **Named Insured's** benefit or owned and operated by others that provide computer-based services to the **Named Insured** solely for the **Named Insured's** benefit, or to secure **confidential client information**. Such methodologies shall be appropriate to the size and complexity of the **Named Insured** including, but not limited to, utilization of 1) firewall protection; 2) wireless encryption, such as Wi-Fi Protected Access (WPA); 3) password protection; and, 4) a destruction protocol designed to remove or destroy **confidential client information** on any retired **computer system**, facsimile or copier machine.
4. **Computer system** means any device that is used to work with electronic data, including, but not limited to, desktop computers, laptop computers, tablet computers, smartphones and software, including the data they contain, and associated input and output devices, terminal devices, data storage devices, network equipment, components, firmware and electronic backup facilities, including systems accessible through the Internet, intranets, extranets, or virtual private networks when such are used to work with client data.
5. **Confidential client information** means confidential or proprietary information not available to the general public received by an **Insured** in connection with an **Insured's** performance of **legal services** to others regarding:
- a. An individual client's non-public personal or financial information, or protected health information; or,
  - b. An entity or organization client's commercial information.
6. **Continuous insurance start date** means the first date that **you** became an **Insured** under a policy of insurance issued by **us** to the **Named Insured** that is continuously renewed by **us** without interruption, up to and including the current **policy period** of this Policy.
7. **Controlled enterprise** means any existing or prospective entity, business enterprise, or real estate interest, other than the **Named Insured**, in which any **Insured** and/or their lawful spouse or domestic partner, or an accumulation of **Insureds** and/or their lawful spouses or domestic partners, at the time the **wrongful act** occurs or the **claim** is made:
- a. Owns, owned or will own ten percent (10%) or more of the enterprise, entity, or real estate interest;
  - b. Votes, voted or will vote ten percent (10%) or more of the issued and outstanding voting stock or elects ten percent (10%) or more of the directors in an incorporated entity;
  - c. Is or was entitled to receive ten percent (10%) or more of the profits of an unincorporated enterprise or entity;
  - d. Holds, held or will hold ten percent (10%) or more of the debt instruments of the entity, enterprise, or real estate interest; or,
  - e. Is or was entitled to directly control, operate or manage the entity or business enterprise, or act as a general partner of a limited partnership, managing general partnership, or comparable position in any other business entity or enterprise.

8. **Crisis event** means:
  - a. The death, departure or debilitating illness of the sole proprietor, managing partner, or practice group leader of the **Named Insured**;
  - b. The filing of a complaint or petition for the involuntary dissolution of the **Named Insured**;
  - c. An incident of workplace violence related to the **Named Insured**; or,
  - d. The filing of an involuntary bankruptcy petition against the **Named Insured**.
9. **Crisis event expenses** means reasonable fees incurred by the **Named Insured** for necessary consulting services provided by a public relations firm in response to a **crisis event**.
10. **Damages** means the amount that an **Insured** becomes legally obligated to pay as a result of any covered **claim** including, but not limited to, a monetary judgment, award or settlement, and any interest imposed on such judgment, award or settlement, but does not include:
  - a. The return or restitution of legal fees, costs or expenses paid to or charged by the **Insured** for **legal services**, no matter whether claimed as a measure of the recovery sought, or as restitution, unearned professional fees, forgiveness of professional fees, forfeiture, financial loss or set-off;
  - b. Any civil or criminal:
    - (1) fines, sanctions, penalties, forfeitures;
    - (2) statutory penalties;
    - (3) legal fees;
    - (4) exemplary or punitive damages; or,
    - (5) awards designed to punish, deter, regulate conduct, fee shift or penalize;imposed or awarded against an **Insured** or any client of an **Insured**, whether pursuant to any federal or state law, statute, regulation, ordinance, court rule or case law;
  - c. The multiplied portion of multiplied awards;
  - d. Any costs incurred to comply with any order for injunctive or non-monetary relief or to comply with an agreement to provide such relief;
  - e. Any amount not insurable under the applicable law;
  - f. **Claim expenses** and any amounts paid under section C. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS, 6. Supplementary Payments; or,
  - g. Any amount ordered to be paid, awarded or costs necessary to comply with any order or ruling in a **disciplinary proceeding**.
11. **Disciplinary proceeding** means a proceeding against a lawyer to investigate alleged professional misconduct conducted by a bar association, professional disciplinary board, or similar body regulating lawyer licensing or discipline. **Disciplinary proceedings** do not include criminal proceedings of any kind, or attorney disciplinary actions or proceedings filed with any type of regulatory agency not previously referenced in this definition, including but not limited to, the Securities and Exchange Commission, the United States Patent & Trademark Office or the Internal Revenue Service.
12. **Disciplinary proceeding expenses** mean reasonable and customary fees, costs and expenses, including legal fees for legal work performed by attorneys designated or approved by **us**, incurred in connection with **disciplinary proceedings**;
13. **Legal services** means services provided to others by an **Insured** in the capacity as:
  - a. A lawyer or notary public;
  - b. An arbitrator or mediator;
  - c. A lawyer retained as an expert witness to provide a legal opinion on the application of the law;
  - d. A title insurance agent;

- e. A government affairs lobbyist or advisor;
- f. An author, but only for the publication or presentation of legal research papers and legal writing relating to the practice of law, including materials for Continuing Legal Education credit, provided the total remuneration for such work is less than \$25,000;
- g. As a member of a bar association or other legal or attorney related ethics, peer review, accreditation, licensing or similar board, committee or organization; or,
- h. An administrator, conservator, executor, guardian, trustee, receiver, or in a similar court appointed fiduciary capacity, provided such services are performed in connection with and incidental to **your** capacities in a. through g. above;

but only if such services are performed on behalf of the **Named Insured** or **predecessor firm**, or if such services are performed pro bono, for or on behalf of a tax exempt organization classified by the Internal Revenue Code of 1986 under sections 501(c) (3), (4), or (10), and only if such pro bono services are performed with the knowledge and consent of the **Named Insured** or **predecessor firm**. **Legal services** do not include the provision of, or failure to provide, any financial or investment advice or financial management.

- 14. **Named Insured** means the person or entity designated as such in the Declarations of this Policy.
- 15. **Not-for-profit organization or purpose** means any organization or purpose which is organized and conducted for the public benefit and operated primarily for charitable, civic, educational, religious, or welfare purposes.
- 16. **Our, we, us, ours** means the insurance company that appears in the Declarations of this Policy.
- 17. **Personal injury** means injury, including mental anguish and emotional distress, arising from one or more of the following:
  - a. False arrest, humiliation, detention or imprisonment, wrongful entry or eviction, malicious prosecution, abusive litigation (civil or criminal), or abuse of process; or,
  - b. The publication or utterance of a libel, slander, disparagement or other defamatory material or in violation of the right to privacy.
- 18. **Policy period** means the period of time between the inception date and time, and the expiration date and time, each as shown in the Declarations of this Policy, or this Policy's earlier termination date and time, if any.
- 19. **Potential claim** means any **wrongful act**, fact, circumstance or adverse outcome that **you** know or reasonably should know might result in a **claim**.
- 20. **Predecessor firm** means any person or entity that is identified as a **predecessor firm** in the Declarations of this Policy.
- 21. **Privacy incident** means a violation of any **privacy regulation** arising from **your** performance of **legal services**.
- 22. **Privacy incident expenses** means reasonable expenses for attorney's fees and costs, consultation with information technology experts, and court costs necessarily incurred by the **Insured** to respond to a formal regulatory inquiry by a governmental body or agency with authority to investigate professional misconduct with regard to a **privacy incident**.
- 23. **Privacy regulation** means any state or federal statute, law or regulation associated with the control and use of personally identifiable financial, medical or other sensitive information including, but not limited to, Graham Leach Bliley Act, Health Insurance Portability and Accountability Act, or Health Information Technology for Economic and Clinical Health Act, or any of their extensions or amendments.
- 24. **Related claims** means all **claims** based upon or arising from the same or related facts, circumstances, situations, transactions, advice, events, decisions or **wrongful acts** or in connection with the same or related series of facts, circumstances, situations, transactions, advice, events, decisions or **wrongful acts**.
- 25. **Wrongful act** means any actual or alleged negligent act, error, or omission, or any actual or alleged offense resulting in **personal injury**, in the performance of **legal services** for others by **you**.

26. **You, your** or **Insured** means:

- a. The **Named Insured** and any **predecessor firm** specifically named in the Declarations of this Policy;
- b. The following natural persons, but only during the performance of **legal services**:
  - (1) Any present partner, principal, officer, director, shareholder, or employed lawyer of the **Named Insured**;
  - (2) Any past partner, principal, officer, director, shareholder, or employed lawyer of the **Named Insured** or **predecessor firm**;
  - (3) Any lawyer who acts as Of Counsel or as an independent contractor to the **Named Insured** or **predecessor firm** and is designated as such in the Application and is listed in the **Named Insured's** or **predecessor firm's** records as Of Counsel or as an independent contractor at the time of the **wrongful act**;
  - (4) Any non-lawyer employee or non-lawyer independent contractor of the **Named Insured** or **predecessor firm** whose work is engaged and directed by the **Named Insured** or **predecessor firm**, but only with respect to the furtherance of the performance of **legal services**;
- c. The spouse or domestic partner of any **Insured** identified under b. above, but only with respect to the **legal services** performed by such **Insured** on behalf of the **Named Insured** or **predecessor firm**;  
or,
- d. The estate, heirs, executors, administrators, assigns, and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent such **Insured** would otherwise be provided coverage under this Policy.

#### C. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

##### 1. Defense of Claims

**We** have the right and duty to defend **claims** brought against **you** seeking **damages** to which this Policy applies. However, **we** shall have no duty to defend **claims** brought against **you** seeking **damages** or asserting **claims** not covered by this Policy. When **we** have paid **our** Limits of Liability as provided in the Declarations of this Policy as payment of **damages** or **claim expenses**, or after depositing the remaining Limit of Liability into the registry of a court of competent jurisdiction, **our** obligation to pay any **damages** or **claim expenses**, or to undertake or continue the defense of any **claim** or suit, ends. Upon such payment or deposit, **we** have the right to withdraw from the further defense of the **claim** or suit by tendering the defense of the **claim** or suit to **you**. **You** agree to accept the tender of the defense when **we** withdraw.

##### 2. Defense Counsel

While **we** welcome **your** input in selecting defense counsel, **we** retain the exclusive right to make that selection. **Our** determination as to the reasonableness of **claim expenses** is conclusive.

##### 3. Settlement

**We** will not settle a **claim** without **your** consent; however, **you** may not unreasonably withhold such consent. If **you** withhold consent to any settlement that **we** recommend, then **our** liability for the **claim** will not exceed the amount for which the **claim** could have been settled, plus **claim expenses** incurred up to the date of **your** refusal to consent. When total **claim expenses** and **damages** reach the amount for which the **claim** could have been settled, plus **claim expenses** incurred up to the date of **your** refusal to consent, **we** have no further liability for **claim expenses** or **damages** and have the right to withdraw **our** defense of the **claim**. **You** agree to accept the tender of the defense when **we** withdraw.

**You** shall not settle or offer to settle any **claim**, incur any **claim expenses**, enter into a tolling agreement, or otherwise assume any contractual obligation, or admit any liability with respect to any **claim** without **our** prior written consent. **We** shall not be liable for any settlement, **damages**, **claim expenses** or assumed obligations or admissions for which **we** have not given **our** prior written consent.

4. Collaborative Defense

**Your** deductible as provided in the Declarations of this Policy will be reduced by fifty percent (50%) for the relevant **claim** if **we** mutually collaborate with **you** to successfully resolve the **claim** and, as a result of such collaboration, any of the following occurs:

- a. The **claim** is settled or resolved by **us** at mediation before suit is filed at terms and conditions and for an amount acceptable to **us**;
- b. The **claim** is settled or resolved at mediation within 365 days after suit is filed at terms and conditions, and for an amount, acceptable to **us**;
- c. The **claim** is settled or resolved as evidenced by a written settlement agreement and within 365 days of the date the **claim** is reported to **us** at terms and conditions, and for an amount, acceptable to **us**;
- d. The **claim** is settled or resolved by **us** within **your** deductible as provided in the Declarations of this Policy, including all payments for **damages** and **claim expenses**; or,
- e. The **claim** arises from **legal services** that are the subject of a written engagement letter detailing the scope of **legal services** to be provided by **you**, the identity of all clients for whom **you** have agreed to provide such **legal services**, the related fee arrangements, and is signed by **you** and the client no later than thirty (30) days from the commencement of **legal services**.

However, the amount of the deductible reduction will not exceed \$25,000 for the relevant **claim**.

5. Pre-Claim Investigation Assistance

For any **potential claim** against an **Insured** reported to us in accordance with section F. CONDITIONS, 2. Notice of Potential Claims, **we** may, at **our** sole discretion, investigate and pay **claim expenses** resulting from such investigation of a **potential claim**. In order to qualify for Pre-Claim Investigation Assistance under this provision, **potential claims** must be otherwise covered under the terms and conditions of the Policy.

6. Supplementary Payments

The most **we** will pay for all Supplementary Payments payable under this Section is \$200,000 per **policy period**, regardless of the number of Supplementary Payments sought or number of claimants or **insureds** involved. Payments made pursuant to this provision of the Policy are not part of and do not erode the Limits of Liability set forth in the Declarations and are not subject to the Deductible. Supplementary Payments will be made only for the following:

a. Loss of Earnings

If **we** request in writing that **you** attend a trial, hearing, arbitration proceeding, or mediation in connection with the defense of a **claim**, **we** will reimburse **you** up to \$500 per day for **your** actual lost earnings and expenses for such attendance for each day or part of a day **you** attend. The most **we** will pay under this subsection is \$10,000 per **claim** defended by **us**, and \$50,000 in the aggregate for all **claims** defended by **us** during the **policy period**. **You** must seek payment of any loss of earnings in writing and submit proof of **your** lost earnings or expenses in a form acceptable to **us** within ninety (90) days of such attendance.

b. Defense of Disciplinary Proceedings

**We** will defend **you** in any **disciplinary proceeding** brought against **you** during the **policy period** arising from a **wrongful act** that takes place on or after the Policy retroactive date and reported to **us** during the **policy period**. Under this provision, **we** will pay reasonable **disciplinary proceeding expenses** up to a maximum of \$50,000 per **disciplinary proceeding** and \$100,000 in the aggregate per **policy period** regardless of the number of **Insureds** involved in **disciplinary proceedings**, or the number of **disciplinary proceedings** brought against **you** during the **policy period**.

**You** shall not incur any **disciplinary proceeding expenses** without **our** prior written consent. **We** shall not be liable for any settlement or **disciplinary proceeding expenses** or assumed obligations or admissions for which **we** have not given **our** prior written consent. When **we** have paid the maximum amount of **disciplinary proceeding expenses** provided under this provision, **our** obligation to pay any **disciplinary proceeding expenses**, or to undertake or continue the defense of any **disciplinary proceeding**, ends. Upon such payment, **we** have the right to withdraw from the further defense of the

**disciplinary proceeding** by tendering the defense of the **disciplinary proceeding** to **you**. **You** agree to accept the tender of the defense when **we** withdraw.

c. Crisis Event Expenses

**We** will reimburse **you** up to \$25,000 for all **crisis event expenses** **you** incur as a result of any and all **crisis events** that first occur during the **policy period**, and which are reported to **us** during the **policy period** or within sixty (60) days thereafter. Under this subsection, the most **we** will pay is \$25,000 in the aggregate for all **crisis event expenses** incurred as the result of a **crisis event** occurring during the **policy period**, regardless of the number of **crisis events**, claimants or **insureds** involved. Under no circumstance will **we** have a duty to defend any **Insured** under this provision. **Our** obligation to reimburse **you** for **crisis event expenses** is expressly made contingent upon **you** submitting **your** request for reimbursement along with proof of **your** loss in a form acceptable to **us** within sixty (60) days of when the **crisis event expense** payment was made.

d. Privacy Incident

**We** will reimburse **you** up to \$25,000 for all **privacy incident expenses** **you** incur as a result of any and all **privacy incidents** that first occur during the **policy period**, and which are reported to **us** during the **policy period** or within sixty (60) days thereafter. Under this subsection, the most **we** will pay is \$25,000 in the aggregate for all **privacy incidents expenses** incurred as the result of a **privacy incident** occurring during the **policy period**, regardless of the number of **privacy incidents**, claimants or **Insureds** involved. Under no circumstance will **we** have a duty to defend any **Insured** under this provision. **Our** obligation to reimburse **you** for **privacy incident expenses** is expressly made contingent upon **you** submitting **your** request for reimbursement along with proof of **your** loss in a form acceptable to **us** within sixty (60) days of when the **privacy incident expense** payment was made.

e. Subpoena Assistance

**We** will pay reasonable and customary fees for necessary legal work performed by attorneys designated by **us** to advise **you** regarding the production of documents and/or to prepare you to testify and represent you during your testimony in response to a subpoena, provided that:

- (1) The subpoena must be issued in a civil proceeding and not a criminal proceeding;
- (2) The subpoena must arise from **your legal services** performed on or after the Policy retroactive date;
- (3) The subpoena must be reported to **us** with full details, including a copy of the subpoena, no later than three (3) business days from **your** receipt of service, or if not possible, as soon as practicable, and in no event later than the earlier of the day prior to the subpoena response due date or the end of the **policy period**, whichever is sooner;
- (4) The subpoena is not, or does not arise from, a **potential claim**;
- (5) **You** must not be a party to the action out of which the subpoena arises;
- (6) **You** must have not been retained to provide an opinion, advice or testimony in connection with such action; and,
- (7) **You** must provide **us** with any information and documents **we** reasonably request.

The maximum we will pay for all subpoenas received and reported during the **policy period** is \$25,000 in the aggregate, regardless of the number of **Insureds** involved, or the number of subpoenas received by **you**.

#### D. LIMITS OF LIABILITY AND DEDUCTIBLE

1. Limit of Liability – Per Claim

The PER CLAIM LIMIT OF LIABILITY shown on the Declarations of this Policy is the most **we** will pay for all **damages** and **claim expenses** for each **claim**, regardless of the number of **related claims** made, causes of actions asserted, **wrongful acts**, or number of claimants or **Insureds**.

2. Limit of Liability – Aggregate

The AGGREGATE LIMIT OF LIABILITY shown on the Declarations of this Policy is the most **we** will pay for **damages** and **claim expenses** for all **claims**, regardless of the number of **claims** or **related claims** made, causes of actions asserted, **wrongful acts**, or number of claimants or **Insureds**.

3. Claim Expenses

**Claim expenses we** pay are a part of, and not in addition to, the Limits of Liability, and payment by **us** of **claim expenses** shall reduce and may exhaust the Limits of Liability.

4. Deductible

**You** are obligated to pay all **claim expenses** and **damages** up to the amount of the deductible shown in the Declarations for each and every **claim**. However, the first \$25,000 of **claim expenses** shall not be subject to the deductible and will be paid directly by **us**. The deductible shall be payable by **you**, as **claim expenses** in excess of \$25,000 are incurred or as **damages** are paid. The most **you** will pay for all **damages** and **claim expenses** as deductible for all **claims** under this Policy shall not exceed the amount stated in the Declarations as the Aggregate Deductible, if applicable. Payment of the deductible shall be made by **you** within thirty (30) days of **our** demand for payment. **We** reserve the rights for all remedies available under the law if **you** fail to make such payment when due.

5. Related Claims

All **related claims** will be treated as a single **claim** and subject to the Per Claim Limit of Liability stated in the Declarations of this Policy and will be deemed to have been made at the time the first of such **related claims** was made. Neither the making of a **claim** against multiple **Insureds**, the making of multiple **claims**, nor the making of **claims** by multiple people or entities, shall operate to increase either the Per **Claim** Limit of Liability or the Aggregate Limit of Liability under this Policy.

6. Multiple Policies Issued by Us

If more than one lawyers' professional liability policy, including an extended reporting period endorsement of any such policy, issued by **us**, or by a past, present or future parent, subsidiary, or affiliate of **ours**, applies to the liability of an **Insured**, **we** shall not be liable for payment of **damages** and **claim expenses** under more than one policy. Any duty to pay **damages** and **claim expenses** shall be confined to the policy containing the largest applicable limit. If the limit of liability on each policy is the same, the most **we** shall pay under all applicable policies shall not exceed the limits of liability of any one policy.

E. EXCLUSIONS

This Policy does not apply to:

1. Any **claim** or request for Supplementary Payments based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any of the following:
  - a. Any malicious act, intentional act, or abuse of process, other than an offense resulting in **personal injury**;
  - b. Any dishonest or fraudulent act;
  - c. Any willful or criminal violation of any law, statute or regulation;
  - d. Any libel or slander committed with knowledge of its falsity; or
  - e. Any act committed with knowledge that the act would violate the rights of another and would inflict **personal injury**.

However, **we** will defend and pay **claim expenses** or **disciplinary proceeding expenses** for such allegations only if the **claim** or **disciplinary proceeding** is otherwise covered by this Policy, and until there is a final adjudication, judgment, order or ruling by a court or administrative body, or binding arbitration decision or conviction against an **Insured**, or a written document, legal admission or statement by an **Insured** establishing such conduct set forth in this exclusion, or a plea of *nolo contendere* or no contest regarding such conduct set forth in this exclusion. Once such conduct set forth in this exclusion is established as described above, **we** have the right to withdraw from the defense of the **claim** or **disciplinary proceeding**, the



**Insured** shall reimburse **us** for all **claim expenses** or **disciplinary proceeding expenses we** incurred defending the conduct set forth in this exclusion, and **we** will have no further liability for **claim expenses** or **disciplinary proceeding** or **damages**. **You** agree to accept the tender of the defense when **we** withdraw.

Whenever coverage under this provision would be excluded, suspended or lost because of such conduct set forth in this exclusion by any **Insured**, **we** agree that such coverage, as would otherwise be afforded under this Policy, shall be applicable with respect to an **Insured** who did not personally participate, or personally acquiesce in or remain passive after having personal knowledge of such conduct.

2. Any **claim** or request for Supplementary Payments based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any of the following:
  - a. Any services or activity of an **Insured** as an officer, director, partner, trustee, manager, owner, independent contractor or employee of a corporation, partnership, association, trust or fund, including a pension, welfare, profit sharing, mutual or investment fund or trust, or any other business enterprise or charitable organization of any kind other than the **Named Insured**. However this exclusion does not apply to **your legal services** as a trustee, receiver, or in a similar court appointed fiduciary capacity, as a member of a bar association or other legal or attorney related ethics, peer review, accreditation, licensing or similar board, committee or organization, or **legal services** provided on a pro bono basis;
  - b. Any services or activity of an **Insured** as a public official or employee of a governmental body, subdivision or agency, except however for a **claim** or **disciplinary proceeding** brought by a governmental agency, body or subdivision as a client of the **Named Insured** that is based upon or arises solely from the performance of **legal services** by an **Insured** to the governmental agency, body or subdivision, but only if such services are performed as a member of or on behalf of the **Named Insured**;
  - c. Any **Insured's** actual or alleged liability under any oral or written contract or agreement, unless such liability would have attached to the **Insured** by law in the absence of such contract or agreement;
  - d. Any act, error, or omission by an individual or entity with whom the **Insured** shares office space, staff, letterhead, facilities or equipment, who is not an **Insured** under this Policy;
  - e. Any **Insured's** actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, or the Pension Protection Act of 2006, including any amendments, or any rules, regulations or orders issued pursuant to the above-listed acts, or any similar provisions of any state, federal, or local statutory law or common law anywhere in the world;
  - f. Any bodily injury, pain and suffering, mental anguish, emotional distress, sickness, disease, or death of any person, or for the damage, destruction, diminution in value, or loss of any property or asset, accounts, or of software, data, or other information in electronic form, except that the exclusion shall not apply to mental anguish or emotional distress based upon or arising from **personal injury** in the performance of **legal services**;
  - g. Any **Insured's** conversion, misappropriation, embezzlement, commingling, defalcation or ethically improper use of or disposal of funds or other property, whether held on behalf of clients or third parties;
  - h. Any actual or alleged discrimination, harassment or failure to comply with any law because of race, color, religion, age, sex, disability, pregnancy, national origin, sexual orientation, gender identity, marital status, or any other basis prohibited by law;
  - i. Any **legal services** performed by **you** to, on behalf of, or in any way related or connected to a **controlled enterprise**;
  - j. Any **Insured's** financial or investment advice, prediction, warranty, guarantee, opinion, referral or action relating to portfolio or trust account management, the performance of real estate, securities or other investments, or the promotion, sale or solicitation for sale, of securities, real estate or other investments;
  - k. Any **Insured's** actual or alleged notarized certification or acknowledgement of a signature on a document in their capacity as a notary public when such **Insured** did not witness the signature being placed on the document in person or according to applicable federal and state laws governing electronic, remote online, remote inked-sign, or other remote notarization process;

- l. Any improper transfer or disbursement, failure to supervise, failure to retain, failure to give an account of, loss, destruction, or diminution in the value, of any asset in **your** care, custody, or control, including but not limited to any assets held in any trust or account on behalf of **you, your** clients, or any third-parties, and/or any assets transferred or disbursed pursuant to any actual or alleged fraudulent activity or instruction by or from any person or organization;
  - m. Any **Insured's** failure to implement, update, and maintain **commonly accepted technologies**;
  - n. Any **Insured's** billing practices;
  - o. Any **Insured's**: (1) breach of an actual or implied contract of employment; (2) violation of an anti-discrimination statute; (3) engagement in any form of harassment, coercion, defamation, libel, slander, or humiliation, or intentional or negligent infliction of emotional distress related to an employment relationship; (4) retaliation for the exercise of a public right or duty; or (5) wrongful failure to hire, promote, or grant tenure, or wrongful demotion, evaluation, reassignment or discipline, or termination of employment;
  - p. Any dispute with another lawyer or law firm regarding: (1) an **Insured's** fees or compensation; (2) an **Insured's** ownership interest in, or the forming, dissolving or departing from, any law firm, partnership, professional association, proprietorship, company, corporation; (3) an **Insured's** ownership, possession or right to access client lists or client files, or other client or law firm information; or (4) client interference. For purposes of this exclusion, "law firm" means any partnership, limited liability partnership, limited liability company, professional association, proprietorship, limited liability company, corporation, or other organization engaged in, or that is formed by lawyers for the purpose of engaging in, the practice of law.
3. Any **claim** or request for Supplementary Payments:
- a. Made by or on behalf of an **Insured** under this Policy against any other **Insured**;
  - b. Made by or against an **Insured** as beneficiary or distributee of any trust or estate; or,
  - c. Where coverage would result in violation of any U.S. economic trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance, or any **claim** or Supplementary Payments that would be in violation of U.S. economic or trade sanctions as described above shall be null and void.

## F. CONDITIONS

### 1. Notice of Claims

**You**, as a condition precedent to **our** obligations under this Policy, shall immediately give written notice to **us** during the **policy period**, or if applicable, the Automatic Extension of Time to Report Claims or Extended Reporting Period, of any **claim** made against **you** or of **your** receipt of any notice, summons, complaint or other process, that any person or entity intends to hold **you** responsible for any **wrongful act**, with full particulars, including at a minimum the following information:

- a. All reasonably obtainable information relating to the time, place and circumstance of the **wrongful act**;
- b. The dates and persons involved;
- c. The identity of anticipated or possible claimants;
- d. The identity of all **Insureds** implicated; and,
- e. The circumstances by which an **Insured** first became aware of the **claim**.

Notice solely to **our** risk management representative will not constitute notice under this provision.

### 2. Notice of Potential Claims

If, during the **policy period**, **you** become aware of a **potential claim** arising from a **wrongful act** to which this Policy applies and the **potential claim** is properly reported pursuant to the requirements of this provision,

then any **claim** subsequently made against an **Insured** based upon or arising from such **potential claim** shall be deemed, for purposes of this Policy, to have been made during the **policy period**.

Written notice of the **potential claim** must be provided to **us** with full particulars, including at a minimum the following:

- a. All reasonably obtainable information relating to the time, place and circumstance of the **wrongful act**;
- b. The dates and persons involved;
- c. The identity of anticipated or possible claimants;
- d. The identity of all **Insureds** implicated;
- e. The circumstances by which an **Insured** first became aware of the **potential claim**; and,
- f. The basis for the **Insured's** belief that a claim might be made as well as the date the **Insured** first came to this belief.

Notice solely to **our** risk management representative shall not be deemed notice under this provision.

### 3. Premium Payment

**Our** obligation to perform any duty under the Policy is strictly conditioned upon the payment of the premium when due. Similarly, **our** obligation to perform any duty pursuant to a renewal of coverage provided under the Policy shall be strictly conditioned upon the payment of the renewal premium when due. Therefore, this Policy shall not be deemed to have been issued, delivered, or renewed and shall not be applicable to any matter which would otherwise be covered herein, until:

- a. The premium has been paid in full; or,
- b. If **we** have agreed to finance the Policy, the first installment has been paid in full.

If payment is made by check, electronic transfer or money order, it shall not be considered "paid in full" until honored by the payor's bank.

### 4. Cooperation and Subrogation

- a. **You** agree to cooperate with **us** and assist **us** in the investigation, defense and settlement of any and all **claims, potential claims** and requests for Supplementary Payments, including but not limited to, promptly providing complete and accurate information which **we** may reasonably require, attending any deposition, hearing or trial as requested by **us**, assisting in securing and giving testimony, obtaining the attendance of witnesses, and doing nothing to prejudice **our** ability to investigate, defend or settle any **claim** or **disciplinary proceeding** to which this Policy applies.
- b. If **we** request, **you** agree to submit to any examination under oath that **we** may require, to be conducted by **our** representatives at a time and place of **our** choosing.
- c. **You** agree to follow **our** recommendation regarding whether or not to arbitrate or mediate a **claim** and shall not agree to arbitrate or mediate a **claim** without **our** prior written consent.
- d. In the event of any payment under this Policy, **we** shall be subrogated to all **your** rights of recovery against any person or organization, including any rights **you** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act or omission. **You** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. **You** shall do nothing to prejudice such rights.
- e. After deducting any costs or expenses incurred in obtaining recoveries under this section, the amount recovered shall be applied:
  - (1) first, to the **Insured** in reimbursement of any deductible;
  - (2) second, to **us** for reimbursement of any amount paid under the Policy; and,
  - (3) third, shared equally between the **Insured** and **us** for reimbursement of amounts incurred as a result of the **claim**.

5. Action against Us

No action may be taken against **us** unless, as a condition precedent, **you** have fully complied with all terms and conditions of this Policy and the amount of **damages** has been finally determined by the entry of judgment or by the written agreement between the **Insured**, the claimant, and **us**. No person or entity shall have any right under this Policy to join **us** as a party to any action against the **Insured** to determine such **Insured's** liability, nor shall **we** be joined as a party or interpleaded by the **Insured** or the legal representatives of the **Insured** unless otherwise mandated by law.

6. Assignment

Neither this Policy nor any **Insured's** interest in this Policy may be assigned or transferred without **our** prior written consent. However, if the **Insured** is a person and dies, the coverage afforded by this Policy shall inure to the benefit of the deceased **Insured's** estate.

7. Policy Territory

This Policy applies to a **wrongful act** taking place anywhere in the world, provided that the **claim** is made and suit is brought against the **Insured** within the United States of America, its territories or possessions, Puerto Rico or Canada.

8. Material Change

The **Named Insured** shall immediately, but in no event later than thirty (30) days, report to **us** in writing any material change that occurs during the **policy period**. A material change includes the following:

- a. A twenty-five percent (25%) increase or decrease in the total number of lawyers, including Of Counsel or independent contractor lawyers, covered in this Policy;
- b. When any lawyer joining the **Named Insured** during the **policy period** is aware of any **claim** that had been alleged or any negligent act, error, omission, **legal service**, fact, circumstance or adverse outcome that might result in a **claim** against that lawyer prior to joining the **Named Insured**;
- c. When an **Insured**, or any lawyer joining the **Named Insured** during the **policy period**, is subject to any **disciplinary proceeding** by any court or bar association or has been reprimanded, censured or disbarred or prohibited from practicing law in a specific area before any court or administrative agency;
- d. Any mergers, acquisitions, spin-offs, dissolutions or splits involving the **Named Insured**; however, the **Named Insured** must provide written notice to **us** prior to the completion of this activity; or,
- e. Financial impairment of the **Named Insured**, including but not limited to the appointment of a receiver, conservator, liquidator, or trustee for the **Named Insured**, or if the **Named Insured** has become a debtor in possession under bankruptcy laws.

In each case of a material change, **we** shall have the right in our sole discretion to decline coverage, to accept or alter coverage, or charge an additional premium for the material change. This Policy shall provide no coverage with respect to any **claim** or **disciplinary proceeding** arising from, in connection with, or related to the material change, or based upon or arising from any **wrongful act** that occurs on or subsequent to the time and date of any acquisition, merger or dissolution, if **we** have not been notified of such material change prior to the **claim** or **disciplinary proceeding**.

9. Other Insurance

The insurance provided for in this Policy shall be excess over all other valid and collectible insurance, whether such insurance is stated to be primary, contributory, excess, umbrella, contingent or otherwise. In no event shall **we** be responsible under this Policy for a greater proportion of such **damages** and **claim expenses** than the Limit of Liability under this Policy bears to the total limits of liability under all applicable insurance issued by all companies unless such other insurance is specifically purchased to apply in excess of the Limits of Liability of this Policy.

10. Waiver

**Our** failure to insist on strict compliance with any of the terms, provisions or conditions of this Policy, or the failure to exercise any provision, right or privilege under this Policy, shall not operate as, nor be construed as, a waiver or change to any provision of this Policy. None of the provisions of this Policy will be waived, changed or modified unless made by written endorsement to this Policy and signed by **our** authorized representative.

11. Cancellation and Nonrenewal

- a. This Policy may be canceled by the **Named Insured** by providing written notice to **us**. The cancellation shall be effective on the date specified by the **Named Insured** or the date the notice is received by **us**, whichever is later.
- b. If **we** cancel this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the Policy premium will be the amount calculated in accordance with the standard short rate tables and procedures. Premium adjustments shall be made within a reasonable period of time after cancellation.
- c. If **we** cancel or non-renew this Policy for any reason other than non-payment of premium, **we** shall provide written notice to the **Named Insured** not less than thirty (30) days prior to the effective date of the cancellation or non-renewal. If **we** cancel this Policy for non-payment of premium, **we** shall provide written notice to the **Named Insured** not less than ten (10) days prior to the effective date of the cancellation.
- d. If **we** cancel or non-renew this Policy, coverage under this Policy shall terminate on the earlier of:
  - (1) The date and time stated on the cancellation or non-renewal notice; or,
  - (2) The date and time the **Named Insured** secures replacement coverage.
- e. All notices given under these provisions by **us** will be sent by U.S. mail to the **Named Insured** at the address last known to **us** and shall be effective to cancel or non-renew this Policy for all **Insureds**.
- f. The offering of renewal terms and conditions different from the expiring terms and conditions shall not constitute a non-renewal.

12. Entire Contract

By acceptance of this Policy **you** agree that:

- a. All of the information, Applications, supplements, addendums, and statements provided to **us** by the **Named Insured** are true, accurate, and complete and shall be deemed to constitute material representations made by each and all of the **Insureds**;
- b. This Policy is issued in reliance upon the **Named Insured's** information, Applications, supplements, addendums, and statements;
- c. This Policy and all its endorsements, together with the completed and signed Application and any and all information, Applications, supplements, addendums and statements provided by **you** to **us** are deemed to be incorporated into this Policy and embody all of the agreements existing between **you** and **us** and shall constitute the entire contract between **you** and **us**; and,
- d. **We** reserve all rights permitted by law, including but not limited to the right to rescind this Policy or any coverage provided herein, for any misrepresentation of any material fact by **you** or **your** agent, whether in the Application or otherwise. **We** also reserve the right, in **our** sole discretion, to decline coverage for any **claim** or **disciplinary proceeding** arising from, in connection with, or related to, any such misrepresented material fact.

13. Named Insured as Sole Agent

The **Named Insured** shall be the sole agent of all **Insureds** under this Policy for the purpose of effecting or accepting any notices under this Policy, any amendments to or cancellation of this Policy, for the completing of any Applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any rights under this Policy.

G. AUTOMATIC EXTENSION OF TIME TO REPORT CLAIMS

Commencing upon the cancelation or nonrenewal of this Policy by either the **Named Insured** or **us**, **we** will provide an automatic extension of sixty (60) days to the **Named Insured** to report:

1. A **claim** that was first made against an **Insured** during the **policy period**; or,

2. A **claim** in the form of a lawsuit first made during the sixty (60) days extension period, provided that the lawsuit was first served against an **Insured** during the sixty (60) days extension period, the lawsuit was filed during the **policy period**, and the **Insured** has not obtained another policy of lawyers professional liability insurance or an extended reporting period to this Policy.

All reporting under this Automatic Extension of Time to Report Claims shall be in accordance to section F. CONDITIONS, 1. Notice of Claims. This automatic extension shall not extend the **policy period** or change the scope of coverage provided. The Limits of Liability that apply at the end of the **policy period** are not reinstated, renewed or increased for **claims** first reported during the automatic extension of sixty (60) days.

#### H. EXTENDED REPORTING PERIODS

##### 1. Terms and Conditions Applicable to All Extended Reporting Periods

- a. If this Policy is canceled or non-renewed by the **Named Insured** or **us** for any reason, or if an **Insured** is otherwise eligible for an extended reporting period option as set forth in sections H.2. or H.3. below, **we** shall, upon written request of the **Named Insured**, make an offer of an extended reporting period for the terminated coverage, subject to the following terms and conditions:
  - (1) The **Named Insured** must make the request to **us** in writing, and pay the additional premium, if any, within sixty (60) days of cancellation or non-renewal of this Policy, or in the alternative, within the time periods set forth for the extended reporting period options under H.2. or H.3. below; and,
  - (2) Any extended reporting period, and all **claims** reported thereunder, shall be subject to all terms and conditions of this Policy.
- b. Any extended reporting period:
  - (1) Must be evidenced by an endorsement issued by **us** in writing;
  - (2) Will provide the **Named Insured** with an additional period of time as set forth in the endorsement to report **claims** first made or brought against an **Insured** during the **policy period** or during the extended reporting period;
  - (3) Shall not constitute a new policy;
  - (4) Shall not reinstate, increase or renew the Limits of Liability, and such limits shall be a part of, and not in addition to, the Limits of Liability for the **policy period**; and,
  - (5) Shall cover only those **claims** based upon or arising from **wrongful acts** that occur on or after the Policy retroactive date and before the end of the **policy period**.
- c. The right to any extended reporting period endorsement is expressly extinguished if:
  - (1) Any amount payable to **us** under the Policy has not been paid in accordance with the terms of payment, including the failure to pay any premiums when due, or the failure to timely pay deductible amounts due and owing;
  - (2) Any **Insured** made material misrepresentations in the Application, supplements, addendums or attachments to the Application or to underwriting inquiries;
  - (3) At the time this option could be exercised, the **Insured** was not licensed to practice law, or had their license revoked, suspended or surrendered for any reason; or,
  - (4) There is or was any material noncompliance by an **Insured** with any of the terms or conditions of this Policy.

##### 2. Non-Practicing Extended Reporting Period – Additional Terms & Conditions

Upon the total and permanent retirement or cessation of the full-time or part-time practice of law, an **Insured** may be eligible for an extended reporting period endorsement for no additional payment of premium, subject to the following terms and conditions:

- a. The **Insured** retired or ceased the full-time or part-time practice of law, or leaves the private practice of law to become a state or federal judge, during the **policy period**;

- b. The **Insured** was, at the time this option could be exercised, a partner, principal, officer, director, shareholder or employed lawyer, other than an independent contractor, who was paid under a regular payroll schedule or firm distribution and had federal and state (if applicable) taxes withheld by the **Named Insured**;
- c. The **Named Insured** was insured by **us** for at least three (3) consecutive years prior to the request for the Non-Practicing Extended Reporting Period and the **Insured** was employed by the **Named Insured** for those same three (3) years;
- d. The **Insured** notifies **us** in writing of their retirement or cessation of the practice of law and intent to exercise this option by the end of the **policy period** during which the **Insured** retires or ceases the practice of law; and,
- e. Coverage provided under the Non-Practicing Extended Reporting Period will cease immediately upon an **Insured's** resumption of full or part time practice of law or the date the estate is discharged upon such Insured's death. However, **Insureds** performing voluntary or uncompensated **legal services** on a full or part-time basis for or on behalf of **not-for-profit organizations or purposes** will be considered retired for the purpose of retaining their Non-Practicing Extended Reporting Period under this subsection so long as such **Insureds** have otherwise ceased the practice of law, are not providing other **legal services**, and are not compensated in any way (not including reimbursement for actual costs or expenses related to the uncompensated representation) for providing the **legal services**. Such voluntary **legal services** are not covered by the Non-Practicing Extended Reporting Period as set forth in Section H. Receipt of free office space or supplies or provision of health care or other benefits in exchange for **legal services** is considered to be compensation for **legal services**.

3. Death or Permanent Disability Extended Reporting Period - Additional Terms & Conditions

Upon the death of an **Insured** or when an **Insured** becomes totally and permanently disabled, the **Insured** may be eligible for an extended reporting period endorsement of up to five (5) years for no additional payment of premium under the following terms and conditions:

- a. The **Insured** died or became totally and permanently disabled during the **policy period**, and the death or disability was not the result of suicide, drug or alcohol abuse, or an intentionally self-inflicted wound;
- b. The **Insured** was, at the time this option could be exercised, a partner, principal, officer, director, shareholder or employed lawyer, other than an independent contractor, who was paid under a regular payroll schedule or firm distribution and had federal and state (if applicable) taxes withheld by **Named Insured**;
- c. The Policy was not cancelled prior to the end of the **policy period** listed in the Declarations at the time the Policy was issued, however this condition shall not apply if the Policy is the renewal of a prior Policy issued by **us**;
- d. The **Insured** or their legal representative notifies **us** in writing of the death or disability within thirty (30) days of the end of the **policy period** in which the death or total and permanent disability occurs, provides evidence satisfactory to **us** of such death or disability, and requests this extended reporting period endorsement; and,
- e. The extended reporting period endorsement expires upon the expiration of five (5) years, or the date the estate is discharged, or the date the **Insured** is no longer totally and permanently disabled, whichever comes first.

4. Limits of Liability for Non-Practicing and Death or Permanent Disability Extended Reporting Periods

- a. If at the time an extended reporting period of this Policy is elected the **Named Insured** consists of:
  - (1) A single partner, principal, officer, director, shareholder, or employed lawyer, then the limits of liability that apply to the Non-Practicing Extended Reporting Period and Death or Permanent Disability Extended Reporting Period for this Policy shall be the Limits of Liability shown in the Declarations; or,
  - (2) More than one partner, principal, officer, director, shareholder, or employed lawyer, in any combination, then the limits of liability that apply to each Non-Practicing Extended Reporting Period and Death or Permanent Disability Extended Reporting Period for this Policy shall be the lesser of

the applicable Limits of Liability shown in the Declarations, or \$1,000,000 Per Claim and \$1,000,000 in the Aggregate. Provided that the AGGREGATE LIMIT OF LIABILITY shown on the Declarations of this Policy is the most we will pay under this Policy for all **damages** and **claims expenses** for all **claims** and **related claims** against all **Insureds**, regardless of the number of **claims** or **related claims** made, causes of action asserted, **wrongful acts**, or number of claimants, **Insureds**, or Non-Practicing Extended Reporting Periods or Death or Permanent Disability Extended Reporting Periods.

- b. The limits of liability that apply to the Non-Practicing and Death or Permanent Disability Extended Reporting Periods do not reinstate, increase, or renew, and such limits shall be a part of, and not in addition to or separate from, the Limits of Liability for the **policy period**.
5. Premium for Extended Reporting Periods
- a. The additional premium for an extended reporting period endorsement other than the Non-Practicing, Death or Permanent Disability options, shall be based upon the premium of the expiring Policy as follows:
    - (1) One hundred percent (100%) of the annual premium for a one-year extended reporting period;
    - (2) One hundred fifty percent (150%) of the annual premium for a two-year extended reporting period;
    - (3) One hundred seventy-five percent (175%) of the annual premium for a three-year extended reporting period;
    - (4) Two hundred twenty-five percent (225%) of the annual premium for a six-year extended reporting period; or,
    - (5) Two hundred fifty percent (250%) of the annual premium for an unlimited extended reporting period.
  - b. No additional premium is due for a Non-Practicing Extended Reporting Period endorsement issued pursuant to H.2 above, for up to an unlimited duration.
  - c. No additional premium is due for a Death or Disability Extended Reporting endorsement issued pursuant to H.3 above, for a period of up to five (5) years in duration.
  - d. Any premium paid to **us** for an extended reporting period endorsement is non-refundable.