THIS IS A CLAIMS MADE AND REPORTED POLICY
WITH CLAIM EXPENSES INCLUDED IN THE LIMIT OF LIABILITY
PLEASE READ THE ENTIRE POLICY CAREFULLY

LAWYERS PROFESSIONAL LIABILITY POLICY

Policy Number:

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the Insurer shown in the Declarations, including the statements made in the Application, and subject to all terms, conditions and limitations of this Policy, the Insured and Insurer agree:

Section I. Insuring Agreements

A. The Insurer shall pay on behalf of each Insured all sums the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period and reported to the Insurer during the Policy Period and arising out of the rendering of or failure to render Professional Legal Services.

B. The Insurer shall have the right and duty to defend any Claim first made against the Insured during the Policy Period and reported to the Insurer during the Policy Period and arising out of the rendering of or failure to render Professional Legal Services, including an appeal thereof, seeking Damages to which this insurance applies even if any of the allegations are groundless, false, or fraudulent. The Insurer shall have the right to appoint defense counsel and to make any investigation it deems necessary and, with the written consent of the Insured, settle any Claim covered by the terms of this Policy. If the Insured shall refuse to consent to any settlement or compromise recommended by the Insurer and acceptable to the claimant and shall elect to contest the Claim, then the liability of the Insurer under this Policy shall not exceed the amount for which the Insurer would have been liable for Damages and Claim Expenses if the Claim had been settled or compromised, when and as so recommended. The Insurer shall have no liability for Claim Expenses incurred thereafter and shall have the right to withdraw from further investigation or defense of the Claim by tendering control of such investigation or defense to the Insured, and the Insured agrees, as a condition of the issuance of this Policy, to accept such tender.

C. The Insurer shall have neither the right nor the duty to defend a Disciplinary Proceeding. In the event the violation of disciplinary rules or other professional misconduct alleged in a Disciplinary Proceeding is not proven by a final and enforceable determination by a tribunal of competent jurisdiction adverse to the Insured and is not admitted by the Insured, then the Insurer shall reimburse the Insured for reasonable fees, costs and expenses incurred by an Insured to a limit of twenty-five thousand dollars ($25,000) for each Insured, subject to an aggregate limit of one hundred thousand dollars ($100,000) for all Disciplinary Proceedings during the Policy Period and reported to the Insurer pursuant to Section VIII of the Policy. These amounts shall be in excess of the Limit of Liability and no Deductible will apply in connection with a Disciplinary Proceeding.
Section II. Definitions

A. “Application” shall mean each and every signed application submitted to the Insurer for consideration of insurance together with any attachments to such applications, other material submitted therewith or incorporated therein, and any other documents submitted in connection with the underwriting of this Policy.

B. “Bodily Injury” shall mean physical injury, sickness, disease or death of any person.

C. “Claim” shall mean a demand received by an Insured for money or services, including the service of suit or institution of arbitration proceedings against the Insured.

D. “Claim Expenses” shall mean fees charged by any lawyer designated by the Insurer and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Insurer. However, Claim Expenses do not include salary charges of regular employees or officials of the Insurer or any fees, costs or expenses of any Insured. Claim Expenses shall include the reasonable costs of attendance by an Insured, at the request of the Insurer, at a trial or a court imposed hearing or arbitration proceeding, such reasonable costs not to exceed five hundred dollars ($500) for each Insured for each day of attendance, subject to an aggregate amount of fifty thousand dollars ($50,000) for all Claims during the Policy Period and reported to the Insurer pursuant to Section VIII of the Policy.

E. “Damages” shall mean a monetary judgment or settlement, including any such judgment or settlement for Personal Injury, but does not include fines or statutory penalties, sanctions, whether imposed by law or otherwise, any amount awarded in a Disciplinary Proceeding, any amount for which the Insured is not financially liable or that is without legal recourse to the Insured or matters that may be deemed uninsurable under law.

F. “Disciplinary Proceeding” shall mean a proceeding alleging violation of any disciplinary rule or other professional misconduct brought before a tribunal of competent jurisdiction that shall make a determination, subject to appeal or other review and/or a final and enforceable determination, as to whether such alleged professional misconduct is to be the subject of discipline.

G. “Domestic Partner” shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the Named Insured.

H. “Insured” shall mean:

(1) the Named Insured;

(2) if the Named Insured is an individual, such individual;

(3) if the Named Insured is a partnership or limited liability partnership, such partnership or limited partnership and each lawyer who is a partner thereof including any incorporated partner and each shareholder or any such incorporated partner;

(4) if the Named Insured is a professional corporation, professional association or limited liability corporation, such professional corporation, professional association or limited liability corporation and each lawyer who is a shareholder or member thereof;

(5) each lawyer employed by the Named Insured;
any person who previously qualified or who during the **Policy Period** qualifies as an **Insured** under 2, 3, 4 or 5 above, but only to extent such person performs or has performed **Professional Legal Services** on behalf of the **Named Insured**;

(7) each lawyer acting as “of counsel” but only while performing **Professional Legal Services** on behalf of the **Named Insured**;

(8) any lawyer who is acting as an independent contractor or on a per diem basis for the **Named Insured**, but only while acting within the scope of their **Professional Legal Services** on behalf of the **Named Insured**;

(9) all non lawyer employees who were, are now or become employees of the **Named Insured**, but only while acting within the scope of their employment by the **Named Insured**;

(10) the estate, heirs, executors, administrators, assigns and legal representatives of each **Insured** in the event of the death, incapacity, insolvency or bankruptcy such an **Insured**, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

I. **“Insurer”** shall mean the Insurer stated in Item 8 of the Declarations.

J. **“Named Insured”** shall mean the person or entity designated in Item 1 of the Declarations and any predecessor of such entity. For purposes of this definition, “**predecessor**” means any individual or entity engaged in the practice of law whose financial assets and liabilities the **Named Insured** is the majority successor in interest.

K. **“Personal Injury”** shall mean:

(1) False arrest, detention or imprisonment;
(2) Malicious prosecution;
(3) Libel or slander or other defamatory or disparaging materials;
(4) Publication or an utterance in violation of an individual’s right to privacy;
(5) Wrongful entry or eviction, or other invasion of the right to private occupancy; and
(6) mental anguish, mental injury, shock, humiliation, emotional distress or fright, if arising out of (1) through (5) above.

L. **“Policy Period”** shall mean the period from the inception date of this Policy to the expiration date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable. The expiration date of this Policy shall be extended to the next business day if the expiration date otherwise falls on a Saturday, Sunday or legal holiday.

M. **“Professional Legal Services”** shall mean legal services and activities performed for others as a lawyer, and including pro bono legal services, services as a notary public, arbitrator, mediator, title insurance agent, designated issuing lawyer to a title insurance company, fiduciary, services rendered as a member of a bar association, ethics, peer review, formal accreditation board or similar professional boards or committees, or the publication or presentation of research papers or similar materials by an **Insured** but only if the fees generated from such publication or presentation are not greater than thirty thousand dollars ($30,000). **Professional Legal Services** shall include services as an administrator, conservator, receiver, executor, guardian, or in any similar fiduciary capacity, or trustee, if such services are usual and customary to the practice of law and are in the rendering of professional services to others in an attorney client relationship.

N. **“Property Damage”** shall mean injury to or destruction of any tangible property or loss of the use resulting therefrom. Tangible property does not include currency and negotiable instruments.

O. **“Related Professional Legal Services”** shall mean **Professional Legal Services** that are the same, related or continuous, or **Professional Legal Services** that arise from a common nucleus of facts. **Claims** can allege
Related Professional Legal Services regardless of whether such Claims involve the same or different claimants, Insureds or legal causes of action.

P. “Totally and permanently disabled” shall mean that an Insured has become so disabled as to be wholly prevented from rendering Professional Legal Services provided that such disability:

(1) has existed continuously for not less than 6 months, and

(2) is expected to be continuous and permanent.

“Totally and permanently disabled” shall not include any condition that is a result of war or acts of war, whether or not declared, occurred during active service in the armed forces of any country or results from intentionally self-inflicted injuries, attempted suicide, whether or not sane or the abuse or misuse of addictive chemical compounds or alcohol.

Section III. Exclusions

The Insurer shall not be liable to make any payments in connection with any Claim made against any Insured:

A. alleging, arising out of, based upon or attributable to:

(1) an Insured gaining any profit, advantage or remuneration to which they were not legally entitled; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred;

(2) the deliberately fraudulent or criminal acts of an Insured; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

(3) Professional Legal Services for a trust or estate if the Insured is or becomes a beneficiary or distributee of such trust or estate.

B. alleging, arising out of, based upon or attributable to any Professional Legal Services or Related Professional Legal Services or any fact, circumstance or situation that has been the subject of any notice or Claim given under any other policy of which this Policy is a renewal or replacement;

C. alleging, arising out of, based upon or attributable to any pending or prior civil, criminal, administrative or investigative proceeding involving the Insured as of the effective date of the first Lawyers Professional Liability Policy issued by the Insurer to the Insured or any Professional Legal Services or Related Professional Legal Services or any fact, circumstance or situation underlying or alleged in such proceedings;

D. alleging, arising out of, based upon or attributable to Professional Legal Services prior to the Retroactive Date stated in Item 6 of the Declarations and any subsequent Related Professional Legal Services;

E. alleging, arising out of, based upon or attributable to Professional Legal Services if an Insured, prior to the effective date of the first Lawyers Professional Liability Policy issued by the Insurer to the Insured, had knowledge of the circumstances that gave rise to the Claim and reason to believe that a Claim might result;

F. for any actual or alleged Bodily Injury, Property Damage, mental anguish or emotional distress arising from such Bodily Injury or Property Damage, except this exclusion shall not apply to mental anguish or emotional distress arising from Personal Injury;

G. for any Professional Legal Services of an Insured in connection with any pension or welfare plan of the Insured or of any other entity, including, without limitation, any Claim against an Insured for a violation of
the duties, obligations, and responsibilities under the Employee Retirement Income Security Act of 1974, any rules or regulations thereunder or amendments thereto, except this exclusion shall not apply if an Insured is deemed to be a fiduciary solely by reason of Professional Legal Services rendered with respect to an employee benefit plan or if an Insured is appointed as a receiver, trustee or custodian of an employee benefit plan by a court;

H. that is brought by or on behalf of the Named Insured or by or on behalf of any Insured, unless the Claim arises from an attorney/client relationship;

I. alleging, arising out of, based upon or attributable to legal services or other act, error or omission by an Insured in any capacity with an entity other then the Named Insured;

J. alleging, arising out of, based upon or attributable to any act, error or omission as an officer, director, partner, trustee or employee of a corporation, partnership, association, trust of fund, including a pension, welfare, profit sharing, mutual or investment fund or trust, or any other entity, business enterprise or charitable organization of any kind or nature other than that of the Named Insured, except this exclusion shall not apply if an Insured is appointed as a receiver, trustee or custodian of an employee benefit plan by a court;

K. alleging, arising out of, based upon or attributable to services as a public officer, or an employee of a governmental body, subdivision, or agency;

L. alleging, arising out of, based upon or attributable to the alleged certification or acknowledgement by an Insured in the capacity as a notary public of a signature on a document which the Insured did not personally witness being placed on the document;

M. alleging, arising out of, based upon or attributable to the conversion, misappropriation, improper commingling of client funds, the return of or restitution, or disgorgement of fees, costs and expenses, or other amounts, or arising out of the rendering or failing to render investment advice;

N. alleging, arising out of, based upon or attributable to Professional Legal Services by an Insured with respect to any entity if the Insured is an employee of the entity or controls, operates or manages the entity, either individually or in a fiduciary capacity, or if the Insured and/or members of the immediate family of the Insured own 10% or more of the issued and outstanding shares, units or other portions of the capital of the entity;

O. alleging, arising out of, based upon or attributable to services as a title insurance agent where there is alleged to be a defect in title of which an Insured had actual knowledge as of the date of issuance of the title insurance policy or any actual or alleged breach of underwriting authority by an Insured.

Section IV. Waiver of Exclusion (Innocent Insured) and Breach of Conditions

If coverage under this Policy would be excluded or lost because of Section III. Exclusions, subsection A. (2) relating to a judgment or final adjudication alleging, arising out of, based upon or attributable to any deliberately fraudulent or criminal acts by an Insured, or because of noncompliance with Section VIII. Notice of Claim, relating to the giving of notice to the Insurer, with respect to which an Insured shall be in default solely because of the default or concealment of such default by one or more other Insured responsible for the loss or damage otherwise insured hereunder, the Insurer agrees that such insurance as would otherwise be afforded under this Policy shall apply with respect to each and every Insured who did not personally commit or personally participate in committing one or more of the acts described in either such exclusion or such condition. If the condition is one with which such Insured can comply after receiving knowledge thereof, the Insured entitled to the benefit of the Waiver of Exclusion and Breach of Conditions shall comply with such condition promptly after obtaining knowledge of the failure of any Insured to comply therewith. The obligation of the Insurer to pay in the event of such waiver shall be excess of the Deductible and
excess of the full extent of any assets in the Named Insured, or monetary value attributed to such assets, of any Insured who is not a beneficiary of the waiver.

Section V. Limit of Liability

A. The Insurer shall be liable to pay Damages and Claim Expenses in excess of the applicable Deductible amount stated in Item 4 of the Declarations up to the Each Claim Limit of Liability stated in Item 3 of the Declarations.

B. The liability of the Insurer for all Damages and Claim Expenses arising from any and all Claims first made and reported pursuant to Section VIII of this Policy shall be the amount stated in Item 3 of the Declarations as the Aggregate Limit of Liability which shall be the maximum aggregate Limit of Liability of the Insurer for the Policy Period and Discovery Period, if applicable, regardless of the time of payment or the number of Claims.

C. Claim Expenses shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such Claim Expenses shall serve to reduce the Limit of Liability.

D. More than one Claim involving the same Professional Legal Services or Related Professional Legal Services of one or more Insureds shall be considered a single Claim, subject to the Each Claim Limit of Liability stated in Item 3 of the Declarations and only one Deductible shall be applicable to such single Claim. All such Claims constituting a single Claim shall be deemed to have been made on the earlier of the following date: (1) the earliest date on which any such Claim was first made; or (2) the earliest date on which any such Professional Legal Services or Related Professional Legal Services were reported under this Policy or any other policy providing similar coverage.

E. If two or more policies of Lawyers Professional Liability Insurance issued by the Insurer apply to the same Claim for which the Insured is jointly and severally liable, the Insurer shall not be liable under this Policy for a greater proportion of such Damages and Claim Expenses than the liability of the Insurer under this Policy bears to the total liability of the Insurer under all applicable valid and collectible insurance issued by the Insurer. Provided, the Insurer shall not be obligated to pay any sum that exceeds the Limit of Liability of the Policy issued by the Insurer that has the highest applicable Limit of Liability.

Section VI. Deductible

A. The Deductible shall apply to all Damages and Claim Expenses. One Deductible shall apply to Damages and Claim Expenses arising from each Claim alleging the same Professional Legal Services or Related Professional Legal Services.

B. The Deductible shall be paid by the Insured as a condition precedent to payment of any Damages or Claim Expenses by the Insurer. Defense counsel assigned to defend a Claim may request payment of the Deductible. The Insured is required to remit the Deductible to defense counsel as may be requested by defense counsel. The Deductible shall be paid by the Insured for each and every Claim within thirty (30) days of written demand by the Insurer. The determination of the Insurer as to the reasonableness of the Claim Expenses shall be conclusive on the Insured.

C. If the Insured agrees to the mediation of a Claim and such mediation results in a settlement of the Claim that is consented to by the Insurer, one-half of the Deductible shall not be payable by the Insured in connection with such Claim.

Section VII. Costs of Defense and Settlements

A. The Insured shall not incur any fees, costs or expenses, or admit liability, offer to settle, or agree to any settlement in connection with any Claim without the express prior written consent of the Insurer, which
Section VIII. Notice of Claim

A. The Insured shall, as a condition precedent to their rights under this Policy, give the Insurer notice in writing of any Claim that is made during the Policy Period. In the event suit is brought against an Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons, complaints or other process received directly by the Insured or by a representatives of the Insured. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the Policy Period. If notice is provided pursuant to this Section, any Claim subsequently made against an Insured and reported to the Insurer alleging, arising out of, based upon or attributable to the prior noticed Claim or alleging the same Professional Legal Services or Related Professional Legal Services, shall be considered related to the prior Claim and made at the time notice of the prior Claim was first provided.

B. If during the Policy Period or during the Discovery Period (if applicable) the Insured shall become aware of any circumstances that may reasonably be expected to give rise to a Claim being made against an Insured and shall give written notice to the Insurer of the circumstances, the Professional Legal Services allegations anticipated and the reasons for anticipating such a Claim with full particulars as to dates, persons and entities involved, then a Claim that is subsequently made against such Insured and reported to the Insurer alleging, arising out of, based upon or attributable to such circumstances or alleging any Related Professional Legal Services, shall be considered made at the time notice of such circumstances was given. Notice of any such subsequent Claim shall be given to the Insurer as soon as practicable.

C. In addition to furnishing the notice as provided in Section VIII, the Insured shall, as soon as practicable, furnish the Insurer with copies of reports, investigations, pleadings and other papers in connection therewith.
D. Notice to the Insurer as provided in Section VIII shall be given in writing and to the Insurer in and to the address stated in Item 8 of the Declarations.

Section IX. Discovery Period

A. Automatic Discovery Period

If the Named Insured or the Insurer shall cancel or refuse to renew this Policy and the Named Insured has not obtained another policy of Lawyers Professional Liability Insurance within sixty (60) days of the termination of this Policy, then the Insurer shall extend the insurance afforded by this Policy, subject otherwise to its terms and conditions, to apply to a Claim first made against the Insured and reported to the Insurer during the sixty (60) days immediately following the effective date of such non-renewal or cancellation, but only by reason of Professional Legal Services before such effective date and otherwise covered by this Policy.

B. Optional Discovery Period

If the Named Insured or the Insurer shall cancel or refuse to renew this Policy, then the Named Insured, upon payment of additional premium as set forth herein, shall have the option to extend the insurance afforded by this Policy to apply to a Claim first made against the Insured and reported to the Insurer, during (1) 12 months, (2) 24 months, (3) 36 months, (4) 60 months, (5) an unlimited period, as elected by the Named Insured, immediately following the effective date of such non-renewal or cancellation, but only by reason of Professional Legal Services before such effective date and otherwise covered by this Policy. The extension of coverage for a Claim first made after the non-renewal or cancellation of this Policy shall be endorsed hereto, if purchased, and shall hereinafter be referred to as the “Optional Discovery Period”.

C. Individual Attorney Discovery Period

If any Insured, except those under Section II. Definitions, “Insured”, sub-section 7, 8 and 9, shall retire or otherwise cease the private practice of law during the Policy Period, then such Insured, upon payment of an additional premium as set forth herein, shall have the option to extend the insurance afforded by this Policy to apply to a Claim first made against such Insured and reported to the Insurer during (1) 12 months, (2) 24 months, (3) 36 months, (4) 60 months, or (5) an unlimited period, as elected by such Insured, but only by reason of Professional Legal Services committed or alleged to have been committed by such Insured before the date such Insured retired or terminated the private practice of law.

D. Discovery Period Conditions

(1) The premium for a Discovery Period, if elected, shall be (1) 100% for 12 months, (2) 150% for 24 months, (3) 180% for 36 months, (4) 200% for 60 months, (5) 250% for an unlimited period, of the full annual premium for this Policy stated in the Declarations. The premium for an Individual Attorney Discovery Period shall be the per attorney rated premium of the above stated percentages.

(2) The entire premium for a Discovery Period shall be deemed fully earned at inception of the Discovery Period. In the event the Insured terminates a Discovery Period before its expiration for any reason, the Insurer shall not be liable to return any portion of the premium for the Discovery Period.

(3) The fact that the period during which a Claim must be first made against the Insured under this Policy is extended by virtue of a Discovery Period shall not in any way increase the Limit of Liability of this Policy. The Deductible provisions of this Policy will apply with respect to a Claim first made against the Insured during a Discovery Period.
As a condition precedent to the right to elect a Discovery Period, any and all premiums and Deductibles that are due must have been paid and all other terms and conditions of this Policy must have been complied with. An Individual Attorney Discovery Period is not available to any Insured when the license or right to practice the profession of such Insured is revoked, suspended or surrendered.

The right of the Named Insured to elect a Discovery Period must be exercised in writing not later then sixty (60) days after the effective date of the non renewal or cancellation of this Policy. Such election of a Discovery Period must indicate the total extension period desired and must include payment of the premium for such Discovery Period. If such conditions precedent are not satisfied on the effective date of the non renewal or cancellation of this Policy or if the election is not timely made, an Insured shall not at a later date be able to exercise such right.

The right of an Insured to elect an Individual Attorney Discovery Period must be exercised in writing not later then sixty (60) days after the Insured shall retire or otherwise cease the private practice of law. Such election of an Individual Attorney Discovery Period must indicate the total extension period desired and must include payment of the premium for such Individual Attorney Discovery Period. If such conditions precedent are not satisfied or if the election is not timely made, an Insured shall not at a later date be able to exercise such right.

If, during the Policy Period, (a) an Insured shall die, except by suicide, (b) an Insured who was the sole proprietor, partner (including the shareholder or an incorporated partner), shareholder, member or employed lawyer of the Named Insured shall become totally and permanently disabled, or (c) an Insured who was a sole proprietor, partner (including the shareholder or an incorporated partner), shareholder, member or employed lawyer of the Named Insured with three consecutive full years of coverage by the Insurer shall retire or otherwise cease the private practice of law, such Insured shall be entitled to an Individual Attorney Discovery Period at no additional premium.

The Individual Attorney Discovery Period shall not apply if there is other insurance in effect on or after the date the Insured retired or terminated the practice of law that covers the Insured for such Professional Legal Services. Such other insurance shall render this Individual Attorney Discovery Period inapplicable, even though the limit of liability of such other insurance may be inadequate to pay all losses and claim expenses and/or the deductible amount and retention provisions of such other insurance may be different from those of this Policy.

The Limit of Liability applicable to an Optional Extended Reporting Period or an Individual Attorney Discovery Period is an aggregate Limit of Liability, part of and not in addition to the Limit of Liability stated in the Declarations, for the applicable period for any and all Insureds electing an Optional Extended Reporting Period or an Individual Attorney Discovery Period and is not a Limit of Liability for each Insured.

Section X. General Conditions

A. Cancellation or Non-Renewal

(1) This Policy may be cancelled by the Named Insured at any time by surrender thereof to the Insurer or by written notice to the Insurer. Upon cancellation, the Insurer shall retain the customary short rate portion of the premium.

(2) This Policy may be cancelled by the Insurer by mailing to the Named Insured written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However if the Insurer cancels this Policy because the Insured has failed to pay the premium or Deductible when due, this Policy may be cancelled by the Insurer by mailing a written notice of
cancellation to the Named Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Such notice shall be conclusive on all Insureds. Any such notice of cancellation and any other notice to be provided by the Insurer to the Named Insured or any Insured hereunder shall be mailed to the Named Insured at its address set forth in the Declarations. If cancelled by the Insurer, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effective or as soon as practicable thereafter.

(3) If the Insurer elects not to renew this Policy, the Insurer shall provide the Named Insured with no less than sixty (60) days advance notice thereof.

(4) The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in any notice shall become the end of the Policy Period. Delivery of such written notice by the Named Insured or the Insurer shall be the equivalent of mailing.

B. Application

It is agreed by the Insured that the particulars and statements contained in the Application and any information provided therewith (which shall be on file with the Insurer and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the Insured that the statements in the Application or in any information provided therewith are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations.

C. Other Insurance

Subject to Section V. E., the insurance afforded by this Policy shall only apply as excess over any other valid policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise.

D. Action Against the Insurer

(1) No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the Insured to pay shall have been finally determined by an adjudication against the Insured or by written agreement of the Insured, claimant and the Insurer.

(2) No person or organization shall have any right under this Policy to join the Insurer as a party to any Claim against an Insured nor shall the Insurer be impleaded by an Insured or their legal representative in any such Claim.

E. Coverage Extensions

(1) Lawful Spouse or Domestic Partner Provision.

The coverage provided by this Policy shall also apply to the lawful spouse or Domestic Partner of an Insured, but only for a Claim arising out of any actual or alleged Professional Legal Services of such Insured.

(2) Worldwide Provision

The coverage provided under this Policy shall apply worldwide.

(3) Estates and Legal Representatives
The coverage provided by this Policy shall apply to the estates, heirs, legal representatives or assigns of any Insured in the event of their death, incapacity or bankruptcy, but only for Claims arising out of any actual or alleged Professional Legal Services of any Insured.

F. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the rights of recovery of the Insured and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer to effectively bring suit in the name of any Insured.

G. Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the Insurer and the Insured shall participate in a non-binding mediation in which the Insurer and the Insured shall attempt in good faith to resolve such dispute. Either the Insured or the Insurer shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the mediation and until at least ninety (90) days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or any arbitration, shall be split equally by the parties.

H. The warranties, terms, conditions, exclusions and limitations of this Policy are to be construed in an even handed fashion between the Insured and the Insurer. Without limitation, where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issues shall be resolved in the manner most consistent with the warranties, terms, conditions, exclusions and limitations viewed as a whole without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the Insured or the Insurer.

I. Assignment

Assignment of interest under this Policy shall not bind the Insurer until its consent is endorsed hereon.

J. Named Insured Changes

If during the Policy Period the total lawyer population of the Named Insured is changed by 50% or more, the Named Insured shall notify the Insurer within sixty (60) days of such change. In the event of a merger, dissolution or acquisition, the Named Insured will notify the Insurer within thirty (30) days of the projected date of such merger, dissolution or acquisition. In the event of a change in the lawyer population of the Named Insured or a merger, dissolution or acquisition, the Insurer shall have the right to accept or decline the continuation of coverage and to charge an additional premium. This provision shall not apply to a Named Insured that had less than six (6) lawyers at the inception of this Policy.

K. Conformity to Statute

Any terms of this Policy that are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

L. Entire Agreement

By acceptance of this Policy, the Insured and the Insurer agree that this Policy (including the Declarations, Application submitted to the Insurer and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

M. Named Insured Represents Insured
By acceptance of this Policy, the **Named Insured** signatory shall be designated to act on behalf of all **Insureds** for all purposes including, but not limited to, the giving and receiving of all notices, consents and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

**N. Representative of the Insurer**

Ironshore Insurance Services, LLC, One State Street, New York, NY 10004 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claim** shall be given pursuant to **Section VIII** of the Policy.

**O. Service of Suit**

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, One State Street, New York, NY 10004. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal. Pursuant to any statute of any state, territory or district of the United States that makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, One State Street, New York, NY 10004 as the entity to whom said office is authorized to mail such process or true copy thereof.

**P. Bankruptcy**

Bankruptcy or insolvency of the **Insured** shall not relieve the **Insurer** of any of its obligations under this policy.

**Q. Headings**

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

Ironshore Specialty Insurance Company by:

[Signature]
Secretary

[Signature]
President