

## ASPEN AMERICAN INSURANCE COMPANY

**THIS IS A CLAIMS MADE AND REPORTED POLICY.  
CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY.  
PLEASE READ THE ENTIRE POLICY CAREFULLY.**

### LAWYERS PROFESSIONAL LIABILITY POLICY

Words and phrases that appear in **bold** print have special meanings that are defined in Section **III. DEFINITIONS**.

#### I. INSURING AGREEMENTS

##### A. Coverage

The **Company** will pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Insured** and reported in writing to the **Company** during the **policy period** or the **extended reporting period** (if applicable), by reason of an act or omission, including **personal injury**, in the performance of **professional services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. No **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of a **claim** prior to:
  - a. The inception date of the first policy issued and continuously renewed by the **Company**;  
or
  - b. The date the **Insured** first became a member or employee of the **Named Insured** or **predecessor firm**, whichever is later.
2. Neither the act or omission nor any **related act or omission** occurred prior to the **retroactive date**, if applicable.

##### B. Defense

The **Company** shall have the right and duty to defend, in the **Insured's** name and on the **Insured's** behalf, a **claim** covered by this policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as is deemed necessary by the **Company**. If a **claim** shall be subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

##### C. Settlement

The **Company** shall not settle any **claim** without the consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by the **Company** and acceptable to the claimant, then the **Company's** limit of liability under this policy will be reduced to the sum of the amount of **damages** for which the **claim** could have been settled, plus all **claim expenses** incurred up to the time the **Company** made its recommendation (the "Reduced Limit of Liability"). In addition, if the Reduced Limit of Liability is exhausted, the **Company** will pay fifty percent (50%) of all **claim expenses** and **damages** incurred thereafter, subject at all times to the applicable limit of liability as specified in Section II., Subsection A., Limits of Liability - Each **Claim** and Subsection B., Limit of Liability - Policy Aggregate.

## D. Exhaustion of Limits

The **Company** is not obligated to pay any **damages** or **claim expenses** or to defend or continue to defend any **claim** after the applicable limit of liability has been exhausted by the payment of **damages** or **claim expenses** or any combination thereof; or after the **Company** has deposited the applicable limit of liability into a court of competent jurisdiction or tendered the applicable limit of liability to the **Named Insured** or, if applicable, to the excess insurer(s) of the **Named Insured**. In such case, the **Company** shall have the right to withdraw from the further investigation, defense or settlement of such **claim** by tendering control of said investigation, defense and settlement of the **claim** to the **Named Insured**.

## II. LIMITS OF LIABILITY AND DEDUCTIBLE

### A. Limit of Liability - Each Claim

Subject to Subsection B. below, the **Company's** limit of liability for **damages** and **claim expenses** for each **claim** first made against the **Insured** and reported in writing to the **Company** during the **policy period** shall not exceed the amount shown in Item 4.A. in the Declarations for "Each **Claim**."

### B. Limit of Liability - Policy Aggregate

The **Company's** limit of liability for **damages** and **claim expenses** for all **claims** first made against the **Insured** and reported in writing to the **Company** during the **policy period** shall not exceed the aggregate amount shown in Item 4.B. in the Declarations as the "Policy Aggregate."

### C. Deductible

1. The deductible amount shown in Item 5. of the Declarations is the **Insured's** obligation for each **claim** and applies to the payment of **damages** and **claim expenses**. The deductible will be paid by the **Named Insured**, or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**, within thirty (30) days of the **Company's** demand for payment. The limits of liability set forth in the Declarations are in addition to, and in excess of, the deductible.
2. If within one (1) year following the date a **claim** is reported in writing to the **Company**, the **claim** is resolved by agreement, with the consent of the **Named Insured** and the **Company**, as reflected in a signed settlement agreement, the **Named Insured** will be reimbursed or credited 50% of the deductible, but not to exceed a reimbursement or credit of \$10,000 per **claim** and \$25,000 per **policy period** for all such **claims** resolved or concluded in accordance with this Subsection.

### D. Multiple Insureds, Claims and Claimants

The limits of liability shown in Item 4. of the Declarations is the maximum amount the **Company** will pay under this policy for **damages** and **claim expenses** regardless of the number of **Insureds**, **claims** made or claimants. All **related claims** made against any **Insured** shall be considered a single **claim**, first made when the earliest of the **related claims** was first made; provided, however, nothing in this Subsection shall alter the **Insured's** obligation to give written notice of any **claim** made against the **Insured** as soon as reasonably practicable.

If this policy and any other policy issued by the **Company** applies to the same **claim**, including any **extended reporting periods** of such policy or policies, then only the policy with the highest remaining limit of liability shall apply.

## E. Supplementary Payments

Supplementary payments are not subject to the deductible and are in addition to the limits of liability.

### 1. Defense of Disciplinary Actions

The **Company** will provide for the defense of any **disciplinary action** brought against the **Insured** and reported in writing to the **Company** during the **policy period**. The **Company's** maximum liability in this regard for all legal defense fees and expenses incurred by the **Insured** in the defense of any **disciplinary action** shall be \$30,000 per **disciplinary action** and \$60,000 per **policy period**, regardless of the number of **Insureds** or number of **disciplinary actions**.

### 2. Reimbursement for Security Incident Response Expenses

The **Company** will reimburse the **Named Insured** for any **security incident** response expenses up to a maximum of \$10,000 per **security incident** and \$25,000 per **policy period**. **Security incident** response expenses are any expenses incurred by the **Insured** to: 1) hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or 2) comply with state or local privacy laws requiring that notification and credit monitoring services are to be provided to individuals when the security, confidentiality or integrity of their personal information has been compromised.

### 3. Expense Reimbursement

The **Company** will reimburse the **Insured** for actual loss of earnings and reasonable expenses incurred at the **Company's** request for attendance at trial or a hearing, arbitration or mediation in connection with a **claim** reported under this policy. The **Company's** obligation to reimburse the **Insured** under this provision shall be subject to a maximum amount of \$500 per day, \$10,000 per **claim**, and \$30,000 per **policy period**, regardless of the number of trials, hearings, mediations, or arbitration proceedings or the number of **Insureds**.

### 4. Subpoena Expenses

Subject to a maximum \$25,000 limit per **policy period**, the **Company** will pay for all legal defense fees and expenses incurred in responding to a subpoena for documents or testimony first received by an **Insured** and reported in writing to the **Company** during the **policy period** or an **extended reporting period** (if applicable) by reason of an act or omission in the performance of **professional services** by the **Insured** or by any person for whom the **Insured** is legally liable. The **Company** will, at the **Insured's** request, and upon receipt of a copy of the subpoena, retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony and represent the **Insured** at their deposition, provided that:

- a. The subpoena arises out of a lawsuit to which the **Insured** is not a party; and
- b. The **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice given to the **Company** of such subpoena shall be deemed notification under Section V A.2 of this policy.

### 5. Non-Profit Directors and Officers Coverage

The **Company** will reimburse the **Insured** up to a maximum of \$10,000 per **policy period** for **damages** and **claim expenses** arising out of any **Insured's** activities, while acting as a

Director or Officer of a non-profit organization, as defined by the Internal Revenue Service, provided that such activities have been disclosed to the **Company** in the application or other written notification which has been accepted by the **Company**.

Coverage afforded shall be excess of all valid and collectible Directors and Officers Liability Insurance.

The **Company** shall not be obligated to provide any coverage or benefit under Section II., E. Supplementary Payments, after the **Company's** aggregate limit of liability has been exhausted by payment of **damages** and/or **claims expenses**.

### III. DEFINITIONS

**A. Bodily injury** means physical injury, sickness or disease sustained by any person including death resulting from any of these at any time; or mental illness, mental anguish or emotional distress, pain and suffering, or shock sustained by that person whether or not resulting from injury to the body, sickness, disease, or death of any person.

**B. Claim** means a demand for money or services, naming the **Insured**, arising out of an act or omission in the performance of **professional services**. A **claim** also includes the service of suit, a request that an **Insured** waive a legal right or sign an agreement to toll a statute of limitations, or the institution of an arbitration proceeding against the **Insured**.

**C. Claim expenses** means:

1. Fees charged by attorneys designated by the **Company** or designated by the **Insured** with the **Company's** prior written consent;
2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, mediation, defense, or appeal of a **claim** if incurred by the **Company** or by the **Insured** with the **Company's** prior written consent; and
3. Premiums on appeal bonds, attachment bonds or similar bonds; provided, however, that the **Company** is not obligated to apply for or furnish any such bond.

**Claim expenses** do not include fees, costs or expenses of employees or officers of the **Company**, or salaries, loss of earnings or other remuneration by or to any **Insured**.

**D. Company** means the insurance company named in the Declarations.

**E. Damages** means any compensatory sum and includes a judgment, award or settlement, provided any settlement is negotiated with the **Company's** written consent.

**Damages** do not include:

1. The return, reduction or restitution of fees, expenses or costs for **professional services** performed, or to be performed, by the **Insured** and injuries that are a consequence of the foregoing;
2. Fines, penalties, forfeitures, or sanctions;
3. The multiplied portion of any multiplied awards;
4. Injunctive or declaratory relief; or
5. Punitive or exemplary damages.

- F. Disciplinary action** means an action, inquiry or investigation brought against the **Insured** by a bar association, licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the Code of Professional Responsibility; provided that such proceeding arises from an act or omission described in Section I.A. herein.
- G. Extended reporting period** means the period of time after the end of the **policy period** for reporting **claims** to the **Company** that are first made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission, which was committed prior to the end of the **policy period** and on or subsequent to the **retroactive date**, and is otherwise covered by this policy.
- H. Insured** means:
1. The **Named Insured**;
  2. Any **predecessor firm**;
  3. Any past, present or future partner, incorporated partner, officer, director, stockholder, member, manager, associate, independent contractor, professional corporation, employee, or “of counsel” of the **Named Insured**, but only with respect to **professional services** performed on behalf of the **Named Insured** or any **predecessor firm**;
  4. Any **Insured’s** spouse or domestic partner, but only with respect to any **claim** resulting from **professional services** performed on behalf of the **Named Insured** or any **predecessor firm**;  
or
  5. The estate, heirs, executors, administrators, and legal representatives of any **Insured** in the event of the **Insured’s** death, incapacity or bankruptcy, but only with respect to **professional services** performed on behalf of the **Named Insured** prior to such **Insured’s** death, incapacity or bankruptcy.
- I. Named Insured** means the persons or entities specified in Item 1. of the Declarations or specifically designated by endorsement.
- J. Personal injury** means:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  4.
    - a. Oral or written publication, in any manner, including electronic form, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or
    - b. Oral or written publication, in any manner, including electronic form, of material that violates a person’s right of privacy;

Except oral or written publication, in any manner, which arises out of advertising, broadcasting or telecasting activities conducted by, or on behalf of, the **Insured**.
- K. Policy period** means the period of time from the effective date shown in Item 3. of the Declarations to the earliest of the date of termination, expiration or cancellation of this policy.

**L. Property damage** means:

1. Physical injury to tangible property including all resulting loss of use of that property; or
2. Loss of use of tangible property that is not physically injured.

**M. Predecessor firm** means any partnership, professional association, limited liability partnership, limited liability corporation or corporation, which has undergone dissolution, and:

1. The **Named Insured** is the majority successor in interest to the financial assets and liabilities; and
2. At least fifty-one percent (51%) of the lawyers in such firm became an owner, partner, officer, director, stockholder-employee, or other lawyer-employee of the **Named Insured**.

**N. Professional services** means services performed by the **Insured**:

1. For a client in the **Insured's** capacity as a lawyer in good standing, mediator, arbitrator, notary public, lobbyist or hearing officer;
2. As an administrator, conservator, executor, guardian, trustee, receiver, or in any similar fiduciary capacity; or as a title agent or legal expert provided that such services are performed in connection with, and incidental to, the **Insured's** practice of law; provided, however, that no coverage shall apply to any **claim** made against the **Insured** as a beneficiary or distributee of any trust or estate;
3. As a member of a bar association or other legal or lawyer-related ethics, peer review, accreditation, licensing or similar board, committee, or organization;
4. As an author, but only for the publication or presentation of legal research papers or similar work and only if the fees generated annually from all such work are less than \$25,000; and
5. On a pro bono basis performed with the knowledge and consent of the **Named Insured**.

**O. Related acts or omissions** means all acts or omissions in the rendering of **professional services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice, or decision.

**P. Related claims** mean all **claims** arising out of a single act or omission or arising out of **related acts or omissions**.

**Q. Retroactive date** means the date shown in Item 8. of the Declarations, on or after which any act or omission must have occurred for coverage to apply.

**R. Security incident** means the unauthorized access of, or use of, data containing private or confidential information in connection with the performance of **professional services** which results in the violation of any Privacy Regulation.

#### IV. EXCLUSIONS

The **Company** will not defend or pay any **claim**:

- A.** Based on or arising out of any dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the **Insured**. The **Company** will provide the **Insured** with a defense of such **claim** unless and until such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission has been determined by any final adjudication, finding of fact or admission by the **Insured**. Such defense will not waive any of the **Company's** rights under this policy. Upon

establishment that the dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the **Insured** was committed, the **Company** will have the right to seek recovery of the **claim expenses** incurred from the **Insured** found to have committed such acts or omissions.

This exclusion shall not apply to those **Insureds** who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each **Insured** must promptly comply with all provisions of this policy upon learning of any concealment;

- B.** Based on or arising out of **bodily injury or property damage**;
- C.** Based upon or arising out of discrimination, humiliation, harassment, or misconduct including, but not limited to, **claims** based on allegations relating to an individual's race, creed, color, age, gender, national origin, religion, disability, marital status, or sexual preference;
- D.** Based on or arising out of the **Insured's** capacity as an officer, director, partner, manager, trustee, or employee of any company, corporation, operation, organization, or association other than the **Named Insured** or any **predecessor firm**; provided, however, that this exclusion does not apply to services performed as a trustee where such services are performed in connection with, and incidental to, the **Insured's** practice of law or while acting as a Non-Profit Director or Officer as defined in Section II., E. 5. of this policy;
- E.** Based on or arising out of **professional services** performed for or by any business enterprise not named in Item 1. of the Declarations if, on or after the date or time of the act or omission giving rise to such **claim**:
  - 1.** Any **Insured** controlled, owned, operated, or managed or intended to control, own, operate, or manage such entity; or
  - 2.** Any **Insured** was, or intended to become, an owner, partner, member, director, officer, or employee of such entity.

Control of or ownership in a business enterprise is established if the **Insured**, or the **Insured's** spouse or domestic partner, own or hold, individually or collectively, directly or indirectly, 20% or more of the equity and/or debt instruments of such enterprise;

- F.** By or on behalf of the **Insured** against any other **Insured** unless such **claim** arises out of **professional services** performed by such other **Insured** in an attorney/client relationship with the **Insured** making the **claim**;
- G.** Based on or arising out of the alleged certification or acknowledgment by the **Insured**, in his or her capacity as a notary public, of a signature on a document that the **Insured** did not witness being placed on the document;
- H.** Based on or arising out of liability assumed by any **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- I.** Based on or arising out of the loss or destruction of or diminution in the value of any asset in the **Insured's** care, custody or control, or out of the misappropriation of, or failure to give an account of, any asset in the **Insured's** care custody or control, including the commingling of funds;
- J.** Based upon or arising out of investment or financial advice or any product referrals even where such services are performed in connection with and are incidental to the **Insured's** practice of law.

## V. CONDITIONS

### A. Reporting of Claims and Potential Claims

1. The **Insured**, as a condition precedent to the obligations of the **Company** under this policy, will give written notice of any **claim** made against the **Insured** as soon as reasonably practicable.
2. If during the **policy period**, any **Insured** becomes aware of any act or omission which may reasonably be expected to be the basis of a **claim** against any **Insured**, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the **Insured** responsible for any alleged act or omission and gives written notice to the **Company** with all full particulars, including:
  - a. The specific act or omission;
  - b. The dates and persons involved;
  - c. The identity of anticipated or possible claimants;
  - d. The circumstances by which the **Insured** first became aware of the potential **claim**; and
  - e. Potential damages or injury;

Then any **claim** that is subsequently made against the **Insured** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Company**.

The **Insured** shall give all written notices to the **Company** under this Condition V.A.1. and V.A.2. as specified in Item 7. of the Declarations. If notices are mailed or e-mailed, the date of mailing or e-mailing of such notice will constitute the date such notice was given and proof of mailing or e-mailing to the stated address shall be sufficient proof of notice.

### B. Claim Reporting Grace Period

This policy will provide coverage for **claims** that are first made against the **Insured** during the **policy period** and reported by the **Insured** in writing to the **Company** within thirty (30) days after the expiration of the **policy period**, provided that prior to the expiration of this policy, the **Insured** was in compliance with all the terms and conditions of this policy, including payment of all premiums and deductibles when due.

The **claim** reporting grace period does not extend the **policy period**.

### C. Assistance and Cooperation

1. The **Insured** will cooperate with the **Company** in the defense, investigation and settlement of any **claim**. Upon the **Company's** request, the **Insured** will attend a trial or a hearing, arbitration, or mediation and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim**.
2. The **Insured** will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Insured** in connection with a **claim**.
3. The **Insured** will not, except at the **Insured's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Company**. The **Company** shall have no obligation to pay or reimburse any person or entity



for sums expended to defend any **claim** otherwise covered under this policy prior to written notice of such **claim** being received by the **Company**.

#### D. Action Against the Company

1. No action may be brought against the **Company**:
  - a. Unless, as a condition precedent thereto, the **Insured** has fully complied with all the terms and provisions of this policy; and
  - b. Until the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual trial and appeal or by written agreement of the **Insured**, the claimant and the **Company**.
2. Nothing contained in this policy will give any person or organization the right to join the **Company** as a defendant, co-defendant or other party in any action against the **Insured** to determine the **Insured's** liability.

#### E. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the **Company** of any of its obligations hereunder.

#### F. 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. This does not apply to insurance that is purchased by the **Named Insured** specifically to apply in excess of this insurance.

#### G. Subrogation

In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery thereof against any person or organization, including any rights such **Insured** 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. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The **Insured** shall do nothing to prejudice such rights.

#### H. Reimbursement of the Company

If the **Company** has paid any **damages** or **claim expenses** in excess of the applicable limits of liability or within the amount of the deductible, each **Insured** shall be liable to the **Company** for any and all such amounts and, upon demand, shall pay such amounts to the **Company** promptly. If it is negotiated or determined that any **claim expenses** are not covered under the policy, each **Insured** agrees to repay the **Company** the amount of such **claim expenses** not covered.

#### I. Changes

Notice to any agent of the **Company** or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude the **Company** from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by the **Company** to form a part of this policy.

## J. Mergers, Acquisitions, Dissolutions, and Other Material Changes

The **Named Insured** must report to the **Company** any changes during the **policy period** which affect fifty percent (50%) or more of the lawyers insured at the inception of this policy. This notice must be provided in writing within sixty (60) days of such change. In the event of a merger, dissolution or acquisition, the **Named Insured** must use its best efforts to notify the **Company** at least thirty (30) days prior to the projected date of such change. In each case, the **Company** will have the right to accept, alter or decline coverage and to charge an additional premium.

## K. Cancellation/Nonrenewal

1. This policy may be cancelled by the **Named Insured** by mailing advanced written notice to the **Company** stating when such cancellation will take effect.
2. The **Company** may cancel or non-renew this policy by sending written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least thirty (30) days before cancellation or non-renewal is to be effective. However, if the **Company** cancels this policy because the **Named Insured** has failed to pay a premium when due, this policy may be canceled by the **Company** by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective. The effective date and hour of cancellation stated in the notice will become the end of the **policy period**. Delivery of such written notice by the **Company** will be equivalent to mailing.
3. If the **Company** or **Named Insured** cancels this policy, the earned premium will be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions, including limits of liability, deductible or premium, shall not constitute a refusal to renew.

## L. Territory

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

## M. Named Insured Sole Agent

The **Named Insured** will be the sole agent and will act on behalf of all **Insureds** for the purpose of giving or receiving any notices, 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 right under this policy including the purchase of an **extended reporting period** under Section VI. of this policy.

## N. Entire Contract

By acceptance of this policy the **Insured** warrants that:

1. All of the information and statements provided to the **Company** by the **Insured**, including but not limited to, the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Insured**;
2. This policy is issued in reliance upon the **Insured's** representations;

3. This policy, endorsements, thereto, together with the completed and signed application, and any and all supplementary information and statements provided by the **Insured** to the **Company**, embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and
4. Any material misrepresentation or concealment by the **Insured**, or the **Insured's** agent, will render the policy null and void and relieve the **Company** from all liability herein.

#### O. Notices

Other than reporting a **claim**, all other notices required to be given by the **Insured** will be submitted in writing to the **Company** or its authorized representative at the address specified in Item 7. in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

#### P. Assignment

No assignment of interest of the **Insured** under this policy is valid, unless the **Company's** written consent is endorsed hereon.

#### Q. Liberalization

If the **Company** obtains approval for any amended state filing that would broaden coverage under this policy form INSERT FORM NUMBER here without additional premium at any time during the current **policy period**, the broadened coverage will immediately apply to this policy, except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

### VI. EXTENDED REPORTING PERIODS

#### A. Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by either the **Company** or by the **Named Insured** for any reason other than non-payment, material misrepresentation or fraud, and the **Named Insured** has not obtained another Lawyers Professional Liability Policy, the **Company** will provide to the **Named Insured** an automatic, non-cancelable sixty (60) day **extended reporting period** starting at the date of such cancellation or non-renewal.

#### B. Optional Extended Reporting Period

1. If this policy is cancelled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** will have the right, upon payment of additional premium, to purchase an optional **extended reporting period** of one (1), three (3), five (5), or seven (7) years following the date of termination of coverage. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **policy period** by providing:
  - a. Written notice to the **Company**; and
  - b. Payment of the additional premium described below.
2. The non-refundable additional premium for the optional **extended reporting period** shall be:
  - a. One hundred percent (100%) of the annual premium for a one (1) year **extended reporting period**;
  - b. One hundred eighty-five percent (185%) of the annual premium for a three (3) year **extended reporting period**;

- c. Two hundred twenty-five percent (225%) of the annual premium for a five (5) year **extended reporting period**; or
- d. Two hundred fifty percent (250%) of the annual premium for a seven (7) year **extended reporting period**.

The first sixty (60) days of the optional **extended reporting period**, if it is purchased, shall run concurrently with the automatic **extended reporting period**.

### C. Retirement Option

Upon retirement from the practice of law, any lawyer who qualifies as an **Insured** shall be entitled to an individual **extended reporting period** with a seven (7) year reporting period for no additional premium, if the lawyer:

1. Is at least fifty-five (55) years old;
2. Was employed by, or a partner, officer, director, or stockholder of the **Named Insured** during the **policy period** and had been insured by the **Company** under the Lawyers Professional Liability Policy continuously for at least three (3) full years;
3. Has permanently and totally ceased the practice of law which includes any **professional services**; and
4. Notifies the **Company** of the retirement and requests an individual **extended reporting period** within sixty (60) days of the cancellation, nonrenewal or expiration of this policy.

### D. Death or Permanent Disability Option

Any lawyer who qualifies as an **Insured** who dies or becomes permanently disabled during the **policy period** shall be entitled to an individual **extended reporting period** with a seven (7) year reporting period for no additional premium, if:

1. The lawyer was employed by the **Named Insured** during the **policy period** and died or became disabled during the **policy period**;
2. Satisfactory written evidence of death or permanent disability is provided to the **Company**; and
3. The lawyer or lawyer's representative notifies the **Company** of the death or disability and requests issuance of an individual **extended reporting period** within sixty (60) days following the cancellation, nonrenewal or expiration of this policy.

### E. Claims

Any **extended reporting period** is not a new policy. Any **claim** submitted during such **extended reporting period** shall be governed by the terms and conditions of this policy.

### F. Limits of Liability

The limit of liability for any **extended reporting period** offered under Sections A., B., C., and D. above shall be part of and not in addition to the limits of liability stated in Item 4. of the Declarations, subject only to the following exceptions:

If the **Company** offers to renew this policy and the **Named Insured** refuses to accept such renewal offer, then the limit of liability for any **claim** first reported during any **extended reporting period** shall be as follows:

1. If the **Named Insured** has been continuously insured by the **Company** for three (3) or more years when the **extended reporting period** takes effect, then the aggregate limit of liability, if previously depleted, shall be reinstated to the amount stated in Item 4. of the Declarations as the aggregate limit of liability; or
2. If the **Named Insured** has not been continuously insured by the **Company** for three (3) or more years when the **extended reporting period** takes effect, then the aggregate limit of liability shall be the greater of the remaining aggregate limit of liability under the policy or fifty percent (50%) of the amount stated in Item 4. of the Declarations as the aggregate limit of liability.

#### **G. Elimination of Right to any Extended Reporting Period**

There is no right to any **extended reporting period** if the **Company** cancels or refuses to renew this policy due to:

1. Nonpayment of amounts due under this policy;
2. Noncompliance by the **Insured** with any of the terms and conditions of this policy;
3. At the time this right could be exercised by the **Named Insured**, any **Insured's** right to practice law has been revoked, suspended or surrendered at the request of any regulatory authority for reasons other than the **Insured** is totally and permanently disabled; or
4. Any material misrepresentation or omission in the application or the supplementary information and statements provided by the **Insured** for this policy.

This endorsement, effective 12:01 A.M., \_\_\_\_\_ (Date) \_\_\_\_\_ forms a part of Policy No. \_\_\_\_\_  
Issued to: \_\_\_\_\_ (Named Insured) \_\_\_\_\_ By: \_\_\_\_\_ (Carrier) \_\_\_\_\_

## **OFAC ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **LAWYERS PROFESSIONAL LIABILITY POLICY**

In consideration of the premium charged, it is agreed that any payment under this policy shall only be made in full compliance with all U.S.A. economic or trade sanctions or other laws or regulations, including sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or Declarations of the policy, other than as herein stated.



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the **Company** has caused this Policy to be signed by its President and Secretary and countersigned where required by law on the Declarations page by its duly Authorized Representative.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

This endorsement, effective 12:01 A.M., \_\_\_\_\_ (Date) \_\_\_\_\_ forms a part of Policy No. \_\_\_\_\_  
Issued to: \_\_\_\_\_ (Named Insured) \_\_\_\_\_ By: \_\_\_\_\_ (Carrier) \_\_\_\_\_

## UTAH AMENDATORY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### LAWYERS PROFESSIONAL LIABILITY POLICY

Section **V. CONDITIONS**, Subsection **K. Cancellation/Nonrenewal** is deleted in its entirety and replaced with the following:

##### **K. Cancellation/Nonrenewal**

###### **1. Cancellation**

- a. This policy may be cancelled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this policy by giving written notice to the **Company** stating at what future date cancellation is to be effective.
- b. The **Company** may cancel this policy by sending written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least thirty (30) days before cancellation is to be effective. However, if the **Company** cancels this policy because the **Named Insured** has failed to pay a premium when due, this policy may be canceled by the **Company** by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective. The time of surrender of the policy or the effective date and hour of cancellation stated in the notice will become the end of the **policy period**. The notice of cancellation will include a statement of the reason(s) for cancellation.
- c. If this policy has been in effect for sixty (60) days or more when the notice of cancellation is delivered or mailed, or if this is a renewal of a policy the **Company** issued, the **Company** will not cancel the policy unless cancellation is based on one or more of the following reasons:
  - i. Nonpayment of premium;
  - ii. Material misrepresentation;
  - iii. Substantial change in the risk assumed, unless the **Company** should reasonably have foreseen the change or contemplated the risk when issuing the policy; or
  - iv. Substantial breaches of contractual duties, conditions or warranties.
- d. If the **Company** cancels for nonpayment of premium, the **Named Insured** may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of the cancellation.
- e. Notice of Cancellation will be delivered or sent by:
  - i. Registered Mail;
  - ii. Certified Mail; or



iii. Mail evidenced by a United States Post Office certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

## 2. Nonrenewal

a. If the **Company** decides not to renew this policy, the **Company** will deliver to the **Named Insured** a written notice of nonrenewal, stating the reason for nonrenewal, at least thirty (30) days before the expiration date of this policy. The notice will be sent to the **Named Insured's** address last known to the **Company**.

b. This notice will be delivered or sent by:

i. Registered Mail;

ii. Certified Mail; or

iii. Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

c. The **Company** is not required to send this notice if nonrenewal is due to the **Named Insured's** failure to pay any advance premium required for renewal.

All other terms and conditions of this policy remain unchanged.