

**NEW YORK MARINE AND GENERAL INSURANCE COMPANY  
LAWYERS PROFESSIONAL LIABILITY  
CLAIMS-MADE INSURANCE POLICY**

In consideration of the payment of the premium stated in the Declarations and in reliance upon the statements in the application and supplements or exhibits attached hereto and made a part hereof, and subject to all terms, conditions, exclusions and limits of liability of this Policy, the COMPANY named on the Declaration page (hereinafter, "the COMPANY"), agrees with the NAMED INSURED as follows:

**I. DEFINITIONS**

- A. CLAIM means a written demand for money or services received by the INSURED, including service of suit or institution of arbitration or other legal proceedings.
- B. CLAIM EXPENSES means:
  - 1. Fees charged by attorneys designated by the COMPANY; and
  - 2. All other fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of a CLAIM, suit or proceeding arising in connection therewith, if incurred by the COMPANY, or by the INSURED with written consent of the COMPANY.
- C. DAMAGES means a monetary judgment, award or settlement, but does not include:
  - 1. Punitive or exemplary DAMAGES, or other DAMAGES in addition to actual or compensatory DAMAGES which are excluded under Sections I.C.3. through I.C.5.;
  - 2. The multiplied portion(s) of any double, treble, or other multiplied DAMAGES for which the INSURED is held liable;
  - 3. Actual or compensatory DAMAGES for mental-anguish or emotional distress;
  - 4. Any fine, penalty, or other administrative or court imposed monetary sanction of any nature against the INSURED or the INSURED's client;
  - 5. An overcharge, refund due or offset of legal fees, costs and/or expenses charged by the INSURED or paid by the INSURED, or any other return, disgorgement, or reimbursement of legal fees, costs or expenses paid to the INSURED;
  - 6. Alteration or adjustment of a previously agreed-upon charge for legal fees, costs and/or expenses;

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7. Money that an INSURED owes another attorney or law firm for any portion of legal fees paid to or charged by the INSURED;
8. Any form of non-monetary relief; or
9. Matters that are deemed uninsurable under the law pursuant to which this Policy is construed.

D. DEDUCTIBLE means the DEDUCTIBLE shown in the Declarations.

E. ENTERTAINMENT LAW means:

An INSURED's activities for any INSURED or for others that arises from, relates to, or is connected with any:

1. Artistic work, expression, or performance of talent, including, without limitation;
2. Authorship or creation of written, sound, sculptural, or visual work;
3. Work in print or broadcast media, newspaper or other print publication, news organization, film or other recorded visual and/or audio medium; or
4. Personal appearance or musical performance, or work as a model, screenwriter, producer, director, songwriter, sporting event participant, celebrity, or actor or actress

whether or not for compensation, and whether or not done in the name of any INSURED.

F. EXTENDED REPORTING PERIOD means:

An optional EXTENDED REPORTING PERIOD, elected by the INSURED and paid for within thirty days after TERMINATION of this Policy, and not affecting the Limits of Liability, as explained in Section II.C.

G. INITIAL COMPANY COVERAGE DATE means:

The date on which the first policy issued by the COMPANY to the NAMED INSURED or PREDECESSOR FIRM became effective, providing that such Firm or its SUCCESSOR FIRM thereafter has continuously remained INSURED under one or more Lawyers Professional Liability policies issued by the COMPANY. INITIAL COMPANY COVERAGE DATE for an individual INSURED means the date that individual INSURED first became INSURED under a Lawyers Professional Liability Policy issued by the COMPANY providing that such individual INSURED thereafter has continuously remained INSURED under one or more Lawyers Professional Liability policies issued by the COMPANY.

H. INSURED means:

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1. If the NAMED INSURED designed in the Declarations is an individual, the person so designated but only with respect to the conduct of a law practice of which the individual is the sole proprietor;
2. If the NAMED INSURED designated in the Declarations is a partnership, the partnership so designated;
3. Any LAWYERs who are partners in the NAMED INSURED, including any incorporated partners and their shareholders but solely for acts on behalf of the NAMED INSURED designed in the Declarations;
4. If the NAMED INSURED designed in the Declarations is a professional corporation, the professional corporation so designated;
5. Any LAWYERs who are stockholders or members of the professional corporation but solely for acts on behalf of the NAMED INSURED designated in the Declarations;
6. Any LAWYER acting as OF COUNSEL, but solely for acts on behalf of the NAMED designated in the Declarations;
7. Any employed LAWYER or other employee but solely for acts on behalf of The NAMED INSURED designated in the Declarations;
8. Any person who previously qualified as an INSURED under subparagraph H.3., H.5., H.6. or H.7. above prior to the TERMINATION of the required relationship with NAMED INSURED, but solely for acts on behalf of the NAMED INSURED designated in the Declarations;
9. Any partnership or professional corporation, identified in the application for this Policy of which the NAMED INSURED designated in the Declarations is the successor, and any partnership or professional corporation identified in writing to the COMPANY during the POLICY PERIOD as the NAMED INSURED's SUCCESSOR FIRM;
10. Any LAWYER who during the POLICY PERIOD becomes a partner, member, stockholder, OF COUNSEL, or employee of the NAMED INSURED but solely for acts on behalf of the NAMED INSURED designated in the Declarations, provided, however, no such LAWYER shall remain an INSURED unless all of the following requirements are met:
  - a. Within 30 days after the date of such LAWYER's becoming a partner of, stockholder in, OF COUNSEL with, or employee of the NAMED INSURED, such LAWYER applies, on forms provided by the COMPANY, to be added as an INSURED to this Policy; and

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- b. Within 30 days of receipt by the COMPANY of such written notification, the COMPANY agrees to add the LAWYER to this Policy under such terms and conditions as the COMPANY, in its discretion, may require. If the COMPANY does not act on such application within 30 days of its receipt, the LAWYER shall be an INSURED under this subsection H.10.
11. 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 that such INSURED would otherwise be provided coverage under this Policy.
- J. **LAWYER means:**  
A LAWYER actively admitted to the practice of law or a professional corporation owned by a LAWYER or LAWYERS.
- K. **LIMIT OF LIABILITY - EACH CLAIM means** the Liability of the COMPANY for each CLAIM, as set forth in the Declarations.
- L. **LIMIT OF LIABILITY – POLICY AGGREGATE means** the total of the COMPANY's liability for all CLAIMs under this Policy, as set forth in the Declarations.
- M. **MULTIPLE CLAIM means:**  
Two or more CLAIMs arising out of the same act, error, or omission, or arising out of a series of related acts, errors, or omissions. A MULTIPLE CLAIM will be subject to the LIMIT OF LIABILITY -- EACH CLAIM, as set forth in the Declarations of this Policy in effect at the time the first of the CLAIMs was made against an INSURED and reported to the COMPANY.
- N. **OF COUNSEL means:**  
A LAWYER who is:
1. Designated on the letterhead of the NAMED INSURED submitted with the application for this Policy as OF COUNSEL, or
  2. Designated on a supplement to the application for this Policy, and is thereafter accepted by the COMPANY as OF COUNSEL and INSURED under this Policy pursuant to subparagraph H.10.

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**O. PERSONAL INJURY means:**

1. False arrest, detention or imprisonment;
2. The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in course of or related to advertising; broadcasting or telecasting activities conducted by or on behalf of an INSURED;
3. Wrongful entry or eviction, or other invasion of the right of private occupancy; or
4. Abuse of process or malicious prosecution.

**P. POLICY PERIOD means the period set forth in the Declarations, unless this Policy is terminated earlier, in which event, the POLICY PERIOD shall end on the date and time of such earlier TERMINATION.**

**Q. Policy Territory:**

This Policy applies to acts, errors, or omissions occurring anywhere in the world, provided that the COMPANY shall have no obligation to pay any amount as CLAIM EXPENSES or DAMAGES pursuant to a judgment or award made in any suit or proceeding brought in a jurisdiction outside of the United States (including its territories and possessions) or Canada, or to defend the INSURED pursuant to Section II.B. of this Policy entitled "Defense and Settlement" in such suit or proceeding. However, the COMPANY may, at its option, assume the defense of such suit or proceeding. Even if the COMPANY defends such a suit or proceeding, it shall have no obligation to pay any amount on behalf of the INSURED with respect to any judgment or award of DAMAGES in such proceeding.

**R. PREDECESSOR FIRM means:**

A partnership or professional corporation which has undergone a dissolution and which is listed in the Declarations, if and only if at least two-thirds of the LAWYERs who were shareholders in, partners of, or employees of such firm at the time of its dissolution were at any subsequent time partners of, shareholders in or employees of the NAMED INSURED.

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S. PROFESSIONAL SERVICES means:

1. Legal services performed for others as a LAWYER or notary public;
2. Legal services performed for others as an administrator, conservator, receiver, executor, guardian, or trustee of an express trust; and
3. Legal services performed for others as an arbitrator, mediator, court-appointed referee or special master, or neutral evaluator;

but solely for acts on behalf of the NAMED INSURED designated in the Declarations, except as excluded or limited by the terms, conditions and exclusions of this Policy.

T. RELATED INDIVIDUAL means:

The spouse, former spouse, children, grandchildren, parents and siblings of an INSURED, and any trust or estate of which any of them is a beneficiary. With respect to a professional corporation which is an INSURED, RELATED INDIVIDUAL includes a RELATED INDIVIDUAL of each owner of such professional corporation.

U. RETROACTIVE DATE means The RETROACTIVE DATE shown in the Declarations.

V. SECURITIES ACTIVITIES means:

Any act, error, or omission of any INSURED in relation to any security or to any activity or transaction covered, or claimed to be covered, in whole or in part by any federal or state securities law, including without limitation: The Securities Act of 1933, The Securities Exchange Act of 1934, The Trust Indenture Act of 1939, The Investment Company Act 1940, The Investment Advisors Act of 1940, The Public Utility Holding Company Act of 1935, or in relation to any purchase, sale or offering of any security to or from the public which is covered, or claimed to covered, in whole or in part by any state "blue sky" or securities law, or any rules or regulations issued pursuant to any of the aforementioned, or any amendments or replacements thereof.

W. SUCCESSOR FIRM means:

A professional corporation or partnership which is created upon the dissolution of the NAMED INSURED subsequent to the effective date of this Policy, if immediately subsequent to the dissolution of the NAMED INSURED: at least two-thirds of the LAWYERs who are partners of, stockholders in, or employees of

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such firm are individuals listed in the application for this Policy, and the NAMED INSURED, prior to such dissolution, gives written notice to the COMPANY of the name of such SUCCESSOR FIRM.

- X. TERMINATION with respect to this Policy means cancellation or nonrenewal by either the NAMED INSURED or the COMPANY.
- Y. UNINSURED BUSINESS ENTERPRISE means:  
Any corporation, entity, association, partnership, limited partnership, limited liability partnership, limited liability company, professional corporation, joint venture, fund, proprietorship, charitable endeavor or organization, trust, business venture, business pursuit, business transaction, or any other business activity of any kind or nature, other than the law firm named in the Declarations.

**II. COVERAGE**

**A. INSURING AGREEMENT**

Subject to all terms, conditions, exclusions and Limits of Liability of this Policy, and in reliance upon the representations made in the application and supplements attached to and made a part hereof, the COMPANY agrees to pay on behalf of the INSURED all sums—in excess of the DEDUCTIBLE—which the INSURED shall become legally obligated to pay as DAMAGES as a result of CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE COMPANY EITHER DURING THE POLICY PERIOD OR WITHIN THIRTY (30) DAYS OF THE EXPIRATION OF OR EARLIER TERMINATION OF THIS POLICY by reason of any act, error, or omission in the NAMED INSURED's performance of PROFESSIONAL SERVICES, occurring during or prior to the POLICY PERIOD, but subsequent to the RETROACTIVE DATE, and including PERSONAL INJURY resulting from such act, error, or omission.

PROVIDED ALWAYS that, if any such act, error, or omission alleged in such CLAIM was committed or is alleged to have been committed prior to the POLICY PERIOD:

1. No INSURED had any knowledge of facts or circumstances that would reasonably have led any INSURED to know or suspect such act, error, or omission as of the inception date of this Policy, and

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2. No other valid and collectible insurance is available to the INSURED for such act, error, or omission.

**B. DEFENSE AND SETTLEMENT**

The COMPANY shall have the right to select and appoint counsel to defend the INSURED against CLAIMs covered by this Policy, even if any or all of the allegations of the CLAIM are groundless, false or fraudulent. When the COMPANY has paid its Limit of Liability, its obligation to defend INSUREDs ends.

The COMPANY may make such investigations of any CLAIM as it deems necessary or expedient. The COMPANY shall not settle any CLAIM without the INSURED's consent. If the INSURED shall refuse to consent to any settlement or compromise recommended by the COMPANY and acceptable to the claimant and elects instead to contest the CLAIM, the COMPANY's liability for any DAMAGES (as defined, which include CLAIM EXPENSES) shall not exceed the amount for which the CLAIM could have been settled plus the CLAIM EXPENSES incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the COMPANY shall have the right to withdraw from the further defense thereof by tendering control of said defense to the INSURED.

The COMPANY is not required to take an appeal of any suit but may do so if the COMPANY, in its discretion, determines an appeal to be reasonable and appropriate.

It is further agreed that the COMPANY may deposit the applicable available remaining Limit of Liability in a court of competent jurisdiction, and in such a case, the COMPANY shall have the right to withdraw from further defense of any CLAIM or CLAIMs to which such Limit of Liability applies by tendering control of the defense to the NAMED INSURED. The NAMED INSURED agrees, as a condition to the issuance of this Policy, to accept such tender. If the applicable available limit is deposited in a court of competent jurisdiction, the court may, within its discretion, authorize disbursements of funds on deposit to such persons or entities as the court deems appropriate.



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**C. EXTENDED REPORTING OPTION**

In case of TERMINATION by either the NAMED INSURED or the COMPANY, the NAMED INSURED shall have the right to an optional endorsement, upon payment of an additional premium, within 30 days of the TERMINATION, providing an EXTENDED REPORTING PERIOD, covering CLAIMs first reported during the EXTENDED REPORTING PERIOD with respects to acts, errors, or omissions occurring prior to the TERMINATION date and subject to the prior acts coverage offered in the previous policy. Issuance of such endorsement shall not increase or otherwise affect the Limits of Liability.

The EXTENDED REPORTING PERIOD options are as follows:

- 1) 100% of the annual Premium shown in the Declarations for a twelve (12) month EXTENDED REPORTING PERIOD; or
- 2) 150% of the annual Premium shown in the Declarations for a twenty-four (24) month EXTENDED REPORTING PERIOD; or
- 3) 185% of the annual Premium shown in the Declarations for a thirty-six (36) month EXTENDED REPORTING PERIOD.

If, on the date of TERMINATION, the NAMED INSURED has failed to pay any premium due or has failed, after demand, to reimburse the COMPANY such amounts as the COMPANY has paid as DAMAGES or for CLAIM EXPENSES in excess of the applicable Limits of Liability, or within the amount of the applicable DEDUCTIBLE, or has otherwise failed to pay other amounts due the COMPANY, the NAMED INSURED shall not have the right to have such endorsement issued.

The EXTENDED REPORTING OPTION is not cancelable and the additional premium charged shall be fully earned at inception.

**III. EXCLUSIONS**

This Policy does not apply to any CLAIM or CLAIM EXPENSES or DAMAGES based on, arising directly or indirectly from, or in connection with:

- A.
  1. Any criminal act, error, or omission;
  2. Any dishonest or fraudulent act, error, or omission; or
  3. Any intentional, wanton, willful or malicious act, error, or omission.

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- B. Conspiracy, breach of contract, intentional interference with rights or obligations, assault, battery, trespass, elder abuse, or violations of the provisions of the Racketeer Influenced and Corrupt Organization Act ("RICO"), 16 U.S.C. Sections 1961 et seq., or any comparable state law, and any amendments thereto, or any rules or regulations promulgated thereunder.
- C. Any SECURITIES ACTIVITIES of any INSURED.
- D. Any fine, penalty, arbitral, administrative or court-imposed monetary sanctions of any nature assessed against any INSURED or any INSURED's client, including, without limitation, any CLAIM for consequential DAMAGES resulting from such fine, penalty or sanctions.
- E. The conduct of any UNINSURED BUSINESS ENTERPRISE owned in whole or in part by any INSURED or RELATED INDIVIDUAL or in which any INSURED or RELATED INDIVIDUAL is an officer, director, partner, trustee or employee, or which is directly or indirectly controlled, operated or managed by any INSURED, or RELATED INDIVIDUAL either individually or in a fiduciary capacity.
- F. PROFESSIONAL SERVICES which were:
  - 1. Rendered or that should have been rendered on behalf of a UNINSURED BUSINESS ENTERPRISE described in SECTION III.E.; or
  - 2. Rendered or that should have been rendered and which relate directly or indirectly to a UNINSURED BUSINESS ENTERPRISE described in SECTION III.E., or its activities.

This SECTION III.F. applies:

- 1. Whether or not an attorney-client relationship exists; or
- 2. Irrespective of the theory of recovery, including, without limitation, allegations of attorney negligence, breach of fiduciary duty, conflict of interest, violation of the Sarbanes-Oxley Act, or unethical conduct by an attorney.

For the purpose of this exclusion, ownership of publicly traded shares in a corporation shall not be considered an ownership, pecuniary or beneficial interest unless the aggregate ownership of shares by all INSUREDs and RELATED INDIVIDUALs exceeds ten percent of the total issued and outstanding shares of any class of stock in such corporation.

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- G. Any INSURED's services and/or capacity as:
1. An officer, director, partner, trustee or employee of an UNINSURED BUSINESS ENTERPRISE or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust;
  2. A public official, or an employee of a governmental or quasi-governmental body, subdivision, or agency;
  3. A fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if the INSURED is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.
- H. Violation of the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, the amendments thereto, the rules and regulations promulgated there under, or any similar provision of any federal, state or local statute, regulation or ordinance or common law.
- I. Any loss sustained by any INSURED as the beneficiary of any trust or estate.
- J.
1. Any INSURED's services or capacity as a broker, dealer, registered representative, investment advisor, or accountant (other than legal tax advice or preparation of tax returns); or
  2. Any INSURED's services or capacity as a real estate broker or real estate agent.
- K. Any demand for money or services made against any INSURED by any other INSURED or by a present, former or prospective employer, partner, officer, director, owner, stockholder or employee or RELATED INDIVIDUAL or any INSURED.
- L. Dissolution of any law firm, unless the INSURED is not a party to the dissolution proceeding and such CLAIM relates solely to the INSURED's representation of one or more parties to the dissolution proceeding.
- M. An obligation assumed by contract, other than an obligation to perform PROFESSIONAL SERVICES.

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- N. Enforcement of an indemnity agreement entered into by any INSURED without obtaining prior written approval thereof from the COMPANY.
- O. Bodily injury or sickness, disease or death of, any person, or to injury to or destruction of any property, including the loss of use thereof.
- P. Discrimination or humiliation of any kind by any INSURED, including, but not limited to, discrimination or humiliation on the basis of race, national origin, creed, religion, age, sex, sexual preference, marital status, disability, or violation of the Americans with Disabilities Act, violation of the Age Discrimination in Employment Act, violation of civil rights, or any related federal or state statutes.
- Q. The certification or acknowledgment of a signature by any INSURED acting in the capacity of a notary public if such certification or acknowledgment was made without the contemporaneous physical presence of the individual whose act of signature was certified or acknowledged.
- R. Any:
1. Governmental or quasi-governmental regulatory agency (including, but not limited to, state bar associations) partly or wholly seeking to impose any disciplinary action, including, but not limited to, reprimand, suspension or disbarment, injunctive relief, criminal sanctions, restitution, statutory fines or incidental DAMAGES; or
  2. Forum which does not have jurisdiction to award DAMAGES.
- S. An allegation that the INSURED is legally responsible for an act, error, or omission of any other person(s) who is not an INSURED under this Policy.
- T. Any fact or circumstance which any INSURED has given notice of under any other policy of Lawyers Professional Liability in force prior to the effective date of this Policy.
- U. Any INSURED's capacity as an elected public official or as an employee of a governmental body, subdivision, or agency thereof, unless the INSURED is deemed an employee solely by virtue of rendering legal services to such governmental body, and the remuneration for such services inures to the benefit of the NAMED INSURED.

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- V. The syndication of real property or the formation of general or limited partnerships or real estate investment trusts with respect to real property.
- W. PROFESSIONAL SERVICES rendered in connection with the registration, use, licensing, prosecution, or validity of, or rights conferred by, patents, copyrights or trademarks.
- X. The practice of ENTERTAINMENT LAW by any INSURED.

**IV. LIMITS OF LIABILITY AND OTHER INSURANCE**

**A. LIMIT OF LIABILITY - EACH CLAIM**

Subject to the other provisions of this Section IV., the liability of the COMPANY for each CLAIM afforded coverage under this Policy shall not exceed the amount stated in the Declarations for each CLAIM.

**B. LIMIT OF LIABILITY - POLICY AGGREGATE**

Subject to the other provisions of this Section IV., the liability of the COMPANY as a result of all CLAIMs afforded coverage under this Policy shall not exceed the amount stated in the Declarations as "Aggregate".

**C. MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS**

A MULTIPLE CLAIM shall be considered one CLAIM for all purposes of this Policy. The inclusion in a CLAIM of more than one INSURED or the making of demands by more than one person or organization shall not operate to increase the COMPANY's limits of liability.

**D. CLAIM EXPENSES included in DEDUCTIBLE and Limits of Liability**

CLAIM EXPENSES shall be paid under, applied first against, and shall reduce the DEDUCTIBLE. Once the DEDUCTIBLE has been exhausted with respect to a CLAIM, CLAIM EXPENSES shall be paid under, applied against, and shall reduce the applicable Limit of Liability.

**E. DEDUCTIBLE**

The DEDUCTIBLE stated in the Declarations shall be applicable to each CLAIM. The DEDUCTIBLE shall first be paid before the COMPANY is responsible to pay

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any DAMAGES or CLAIM EXPENSES. If the COMPANY has paid any amount as CLAIM EXPENSES or DAMAGES that is within the INSURED's DEDUCTIBLE, all INSUREDs, jointly and severally, shall be liable to the COMPANY to reimburse the amount so paid within thirty (30) days of the COMPANY's written demand for such reimbursement. If the NAMED INSURED will not or cannot pay the DEDUCTIBLE, the COMPANY shall have no obligation to defend the CLAIM, to continue to defend any CLAIM, to take or to continue to prosecute any appeal, or to pay any DAMAGES and/or CLAIM EXPENSES until the DEDUCTIBLE has been paid.

**F. OTHER INSURANCE**

If the INSURED has other Lawyers Professional Liability Insurance that applies to a CLAIM covered by this Policy, this Policy shall be in excess of any such other valid and collectible insurance available to the INSURED whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this Policy; provided, however that if:

1. Any such other insurance is provided by a policy issued by the COMPANY, or
2. CLAIMs arising out of the same or similar acts, errors, or omissions are asserted against separate INSUREDs under more than one policy issued by the COMPANY by virtue of the fact that one or more INSUREDs under each applicable COMPANY policy were stockholders in, partners of, OF COUNSEL to, or employees of the same firm at the time of any of the acts, errors, or omissions forming the basis for the CLAIMs, then:
  - a. The COMPANY's aggregate liability under all such policies issued by the COMPANY shall not exceed the applicable limit of liability of the policy issued by the COMPANY which has the highest Limit of Liability--Each CLAIM stated in its Declarations; and
  - b. The COMPANY shall not be liable under this Policy for a greater proportion of DAMAGES and CLAIM EXPENSES than the Limit of Liability--Each CLAIM bears to the total applicable limits of liability of all valid and collectible insurance.

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**G. OTHER TYPES OF INSURANCE WITH ANOTHER COMPANY.**

If the INSURED has any other type of valid and collectible insurance that applies to a CLAIM covered by this Policy including, without limitation: workers' compensation, automobile, property, homeowners, general liability, errors, and omissions, directors and officers, umbrella, fidelity or surety bond, then the insurance afforded by this Policy shall be in excess of such other insurance, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise; and the amount of coverage afforded under this Policy is limited to the amount that this Policy's limits exceed the sum of the applicable limits of liability of all such other insurance; provided, however, that if a CLAIM is made asserting one or more causes of action not covered by such other insurance, but covered by this Policy, then this Policy remains primary, but only with respect to those allegations covered by this Policy and not covered by such other insurance.

**V. CONDITIONS**

**A. NOTICE OF CLAIM OR SUIT**

As a condition precedent the INSURED's right to the protection afforded by this insurance:

1. The INSURED shall, as soon as practicable, give to the COMPANY written notice of any CLAIM against the INSURED which might be covered hereby, together with the fullest information obtainable. If the CLAIM is made or suit is brought against the INSURED, the INSURED shall immediately forward to the COMPANY every demand, notice, summons or other process received by him or his representative; and
2. If during the POLICY PERIOD the INSURED shall first become aware of one or more specific acts, errors, or omissions with respect to which no CLAIM has been made but which could reasonably be expected to form the basis of a CLAIM which might be covered hereby, the INSURED shall, as soon as practicable, give the COMPANY written notice of:
  - a. The specific act, error, or omission;
  - b. The injury or damage which has or may result from such act, error, or omission;
  - c. The persons or entities that may have been injured or damaged; and

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- d. The circumstance(s) by which the INSURED first became aware of such act, error, or omission.

If the INSURED strictly complies with the foregoing notice requirements, any CLAIM that may subsequently be made against the INSURED arising out of such act, error, or omission shall be deemed for the purposes of this Policy to have been made and reported in writing on the date such notice is received by the COMPANY.

3. Subject to Section V.D., whenever coverage under this Policy would be excluded, suspended or lost because of non-compliance by one or more INSUREDs who are responsible for the loss or damage with the provisions of Section V.A.1. or V.A.2. above, the COMPANY agrees that such insurance as would otherwise be afforded under this Policy shall cover those other INSUREDs who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of:
- a. One or more of the acts, errors, or omissions described in any such exclusion; or
  - b. Such failure to give notice, provided that such INSURED fully comply with Section V.A. upon receiving knowledge of the failure of any other INSURED hereunder to comply therewith.

All notices to the COMPANY under this Section must be sent to the address or fax number for claims reporting that is shown in the Declarations.

**B. ASSISTANCE AND COOPERATION OF THE INSURED**

The INSURED shall cooperate with the COMPANY and, upon the COMPANY's request, give a statement under oath to the COMPANY, and assist in making settlements, in the conduct of suits, and in enforcing any subrogation right of the COMPANY; and specifically, but without limitation, the INSURED shall provide copies of all pertinent documents to the COMPANY, provide reasonable reports regarding the CLAIM to the COMPANY, attend depositions, hearings, mediations and trials and assist in securing and giving evidence and obtaining the attendance of witnesses, without charge to the COMPANY. The INSURED shall not, except at



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his/her/its own cost, voluntarily make any payment, assume any obligation or incur any expense without the COMPANY's express prior written consent.

**C. ARBITRATION**

The COMPANY shall be entitled to exercise all of the INSURED's rights in the event of arbitration, in the selection of a site for arbitration, and in the conduct of any arbitration proceeding involving a CLAIM covered by this Policy.

**D. DATE OF REPORTING**

A CLAIM shall be considered reported to the COMPANY on the date when it was first reported in writing to the COMPANY. A MULTIPLE CLAIM shall be considered to be reported in writing to the COMPANY on the date the first of the demands for money which is one of the demands constituting the MULTIPLE CLAIM is reported in writing to the COMPANY or the date the COMPANY receives notice under Section V.A.2. of a specific act, error, or omission forming all or part of this basis for the MULTIPLE CLAIM, whichever is earlier.

**E. SUBROGATION**

In the event of any payment under this Policy, the COMPANY shall be subrogated to all the INSURED's rights of recovery, therefore, against any person or organization; and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights. The COMPANY shall have the right to pursue subrogation in the name of the INSURED or in its own name.

The COMPANY shall not exercise any such rights against any persons, firms or corporations included in the definition of INSURED. Notwithstanding the foregoing, however, the COMPANY reserves the right to exercise any rights of subrogation against an INSURED in respect to any CLAIM brought about or contributed to by any criminal act, error, or omission or any malicious, dishonest or fraudulent act, error, or omission by that INSURED. Notwithstanding the foregoing, the COMPANY may pursue any subrogation rights or coverage CLAIMs which may exist as against any other coverage available to an INSURED.

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**F. LIMITED WAIVER OF EXCLUSION**

Whenever coverage under this Insurance would be excluded, suspended or lost due to any criminal, dishonest, fraudulent, intentional, wanton, willful, or malicious act, error, or omission by any INSURED, and with respect to which any other INSURED did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, the COMPANY agrees that such insurance as would otherwise be, afforded under this Policy shall cover and be paid with respect to those INSURED(s) who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors, or omissions.

**G. ACTION AGAINST THE COMPANY**

No action shall lie against the COMPANY unless, as a condition precedent thereto, the INSURED shall have fully complied with all the terms of this Policy, and until the amount of the INSURED's obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial, or by written agreement of the INSURED, the claimant and the COMPANY.

Any person or organization not insured hereunder, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the COMPANY as a party to any action against the INSURED to determine the INSURED's liability, nor shall the COMPANY be impleaded by the INSURED or his/her/its legal representative. Bankruptcy of the INSURED or the INSURED's estate shall not relieve the COMPANY of its obligations hereunder.

**H. CHANGES**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the COMPANY from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the COMPANY and made a part of this Policy. The COMPANY will not issue any premium refund for any LAWYER who ceases to be a partner of, stockholder in, employee of or OF COUNSEL to the NAMED INSURED during the POLICY PERIOD.

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**I. ASSIGNMENT**

Any interest hereunder of any INSURED is not assignable.

If the INSURED shall die or be adjudged incompetent, this Policy shall cover the INSURED's legal representative with respect to liability previously incurred and covered by this Policy.

**J. CANCELLATION / NONRENEWAL**

This Policy may be cancelled by the INSURED by surrender thereof to the COMPANY or any of its authorized agents or by mailing to the COMPANY written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled upon 30 days notice by the COMPANY by mailing, to the NAMED INSURED at the address shown in this Policy, written notice stating when such cancellation shall be effective; provided, however, only 10 days notice shall be required to cancel this Policy for failure to pay premiums or amounts within the DEDUCTIBLE; and further provided that the COMPANY's right to cancel this Policy may be limited by any applicable statutory or regulatory restrictions.

The effective date of cancellation stated in the notice shall become the end of the POLICY PERIOD. The COMPANY may, in its discretion, refuse to renew this Policy upon 60 days notice by mailing to the NAMED INSURED, at the address shown in this Policy, notice of nonrenewal and in accordance with the terms and provisions of any statutory or regulatory requirements.

The mailing of any notice shall be sufficient proof of notice. Mailing of such written notice either by the INSURED or by the COMPANY shall be equivalent to delivery. If the INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedures. If the COMPANY cancels, earned premium shall be computed pro rata. 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.

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**K. ENTIRE CONTRACT**

By acceptance of this Policy, the INSURED agrees that all statements and provisions in the Declarations and in the INSURED's application for this Policy, as well as any additions or supplements to the application, are warranties the INSURED has given to the COMPANY, are deemed incorporated into and a part of this Policy, are true and correct, and further agrees that this Policy is issued in reliance upon the truth of such representations and embodies all agreements existing between the INSURED and the COMPANY relating to this insurance.

**L. APPLICABLE LAW**

This Policy shall be interpreted in accordance with the law of the State of the principal office of the INSURED, as shown in the Declarations of this Policy.


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**Policy No.:** \_\_\_\_\_

IN WITNESS WHEREOF, New York Marine and General Insurance COMPANY has caused this Policy to be signed by its President and Secretary at New York, New York, but this Policy shall not be valid unless countersigned below by Mutual Marine Office, Inc., and on the Declarations Page by a duly authorized representative of the COMPANY.



Secretary



President

**MUTUAL MARINE OFFICE, INC.**  
Attorney-in-fact for the COMPANY designated above

By



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

**NEW YORK MARINE AND GENERAL INSURANCE COMPANY**

**LAWYERS PROFESSIONAL LIABILITY INSURANCE**

**SERVICE OF SUIT CLAUSE - STATE OF CALIFORNIA**

Policy Number:

Effective Date:

NAMED INSURED:

In the event of failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon at the request of the INSURED, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

Service of process in such suit may be made upon the Senior Claims Officer of MUTUAL MARINE OFFICE, INC., 919 THIRD AVENUE, 10<sup>TH</sup> FLOOR, NEW YORK, NY 10022, or his designee. In any suit instituted against any one of them upon this contract, we will abide by the final decision of such Court or any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any state, territory or district in the United States of America, which makes provision therefore, the Insurer hereon designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in process in any action, suit or proceeding instituted by or on behalf of the INSURED or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to n such process or a true copy thereof.

In California service of process may also be made upon Insurance Commissioner, 600 South Commonwealth, Los Angeles, CA 90005.

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**LAWYERS PROFESSIONAL LIABILITY INSURANCE**

**NUCLEAR ENERGY LIABILITY EXCLUSION  
ENDORSEMENT  
(Broad Form)**

Policy Number:

Effective Date:

NAMED INSURED:

SECTION III. – EXCLUSIONS is amended by the addition of the following:

- Y. 1. To Loss:
- a. With respect to which an INSURED under the policy is also an INSURED under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
    - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
    - (2) The INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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2. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
3. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
  - a. The "nuclear material":
    - (1) Is at any "nuclear facility" owned by, or operated by or on behalf of, an "INSURED;" or
    - (2) Has been discharged or dispersed therefrom;
  - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an INSURED; or
  - c. The "bodily injury" or "property damage" arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.
4. As used in this endorsement:
  - a. "Hazardous properties" includes radioactive, toxic or explosive properties.
  - b. "Nuclear material" means "source material", "Special nuclear material" or "by-product material."
  - c. "Source material", "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  - d. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."



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- e. "Waste" means any waste material:
  - (1) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
  - (2) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."
- f. "Nuclear facility" means:
  - (1) Any "nuclear reactor";
  - (2) Any equipment or device designed or used for:
    - (a) Separating the isotopes of uranium or plutonium,
    - (b) Processing or utilizing "spent fuel", or
    - (c) Handling, processing or packaging "waste".
  - (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- g. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. "Property damage" includes all forms of radioactive contamination of property.

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

**NEW YORK MARINE AND GENERAL INSURANCE COMPANY**

**LAWYERS PROFESSIONAL LIABILITY POLICY**

**CALIFORNIA CHANGES - CANCELLATION  
AND NONRENEWAL**

A. The **Cancellation** Condition is replaced by the following.

1. The INSURED shown in the Declarations may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy the Company has previously issued, the Company may cancel this policy by mailing or delivering to the INSURED at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if the Company cancels for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any INSURED or its representative in obtaining this insurance; or

(b) The INSURED or its representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if the Company cancels for any other reason.

**3. All Policies In Effect For More Than 60 Days**

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy the Company issued, the Company may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy the Company issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any INSURED or its representative in obtaining this insurance; or

(b) The INSURED or its representative in pursuing a claim under this policy

(3) A judgment by a court or an administrative tribunal that the INSURED has violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks INSURED against.

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

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- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the INSURED or one of its representatives, which materially increase any of the risks INSURED against
  - (5) Failure by the INSURED or one of its representatives to implement reasonable loss control requirements, agreed to by the INSURED, as a condition of policy issuance, or which were conditions precedent to the Company's use of a particular rate or rating plan, if that failure materially increases any of the risks INSURED against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, the Company's reinsurance covering all or part of the risk would threaten the Company's financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place the Company in violation of California law or the laws of the state where the Company is domiciled, or
      - (ii) Threaten the Company's solvency.
  - (7) A change by the INSURED or its representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- 4. The Company will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the INSURED, at the mailing address shown in the policy, and to the producer of record, at least:
  - a. 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium or discovery of fraud; or
  - b. 30 days before the effective date of cancellation if the Company cancels for any other reason listed in Paragraph 3.a.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, the Company will send the INSURED any premium refund due. If the Company cancels, the refund will be pro rata. If the INSURED cancels, the refund may be less than pro rata. The cancellation will be effective even if the Company has not made or offered a refund.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.

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**NEW YORK MARINE AND GENERAL INSURANCE COMPANY**

**LAWYERS PROFESSIONAL LIABILITY INSURANCE**

**CALIFORNIA FRAUD STATEMENT**

**CALIFORNIA:** For your protection, California law requires that you be made aware of the following:  
Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.