

Policy Number :

INSURER: United States Fire Insurance Company
 The North River Insurance Company

305 Madison Avenue
Morristown, NJ07962-1973

**LAWYERS PROFESSIONAL LIABILITY
PLATINUM MANAGEMENT PROTECTION**

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY PROVIDES COVERAGE FOR **CLAIMS** FIRST MADE AGAINST THE **INSUREDS** AND REPORTED TO THE **INSURER** DURING THE **POLICY PERIOD**. PLEASE READ THIS POLICY CAREFULLY. WORDS AND PHRASES WHICH ARE PRINTED IN **BOLD ITALIC TYPEFACE** HAVE SPECIFIC MEANING AND ARE DEFINED IN SECTION IV. OF THE POLICY. UNLESS STATED OTHERWISE BY SPECIFIC ENDORSEMENT, **DEFENSE EXPENSES** ARE INCLUDED IN THE LIMIT OF LIABILITY AND REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES**.

Item 1.	Named Insured & Street Address:
Item 2.	Policy Period: From _____ (Effective) To _____ (Expiration) (12:01 a.m. local time at the address shown in Item 1.)
Item 3.	Limit of Liability: \$ _____ each <i>Claim</i> \$ _____ <i>Policy Aggregate</i> These amounts include Defense Expenses unless this Section is amended by specific endorsement of this policy.
Item 4.	Deductible: \$ _____ each <i>Claim</i> This amount applies to Defense Expenses unless this Section is amended by specific endorsement of this policy. This amount applies to each <i>Claim</i> unless this Section is amended by specific endorsement of this policy.
Item 5.	Premium: \$ _____
Item 6.	Prior Acts Date:
Item 7.	The following endorsements, if any, are made a part of this policy at issuance:

These Declarations, the application, and the policy with endorsements attached thereto, constitute the entire agreement between the **Insurer** and the **Insured**.

Countersigned (if required by law): _____ Date: _____

LAWYERS PROFESSIONAL LIABILITY

In consideration of the payment of premium, the undertaking of the *Insured* to pay the Deductible herein, and in reliance upon the application (attached hereto) and supplements (attached hereto) and all the information provided to the *Insurer*, and subject to the Declarations, definitions, terms, conditions, limitations, representations, exclusions and endorsements herein and/or attached hereto, the *Insurer* and the *Insured* agree as follows:

I. INSURING AGREEMENT

A. Coverage

Subject to the Limit of Liability stated in Item 3. of the Declarations, the *Insurer* shall pay on behalf of the *Insured* all *Damages* and *Defense Expenses* in excess of the Deductible as stated in Item 4. of the Declarations that the *Insured* becomes legally obligated to pay as a result of a *Claim* first made against the *Insured* and reported in writing to the *Insurer* during the *Policy Period* or during any applicable Extended Reporting Period, by reason of a negligent act, error or omission in the performance of *Professional Services* by the *Insured* or by someone for whom the *Insured* is legally responsible.

B. Defense

Subject to the terms, conditions and exclusions appearing in other Sections of this policy, the *Insurer* has the right and duty to defend any covered *Claim* including, but not limited to, the appointment of legal counsel, even if any of the allegations of the *Claim* are groundless, false or fraudulent.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits of Liability

1. Subject to 2 that follows, the *Insurer's* Limit of Liability for *Damages* and *Defense Expenses* combined, for each *Claim* first made and reported to the *Insurer* during the *Policy Period*, including any applicable Extended Reporting Period, shall not exceed the amount shown in Item 3. of the Declarations as applicable to "each *Claim*".
2. Subject to 1 above, the *Insurer's* Limit of Liability for *Damages* and *Defense Expenses* combined, for all *Claims* first made and reported to the *Insurer* during the *Policy Period*, including any applicable Extended Reporting Period, shall not exceed the amount shown in Item 3. of the Declarations as applicable to "*Policy Aggregate*".
3. *Defense Expenses* are included within, and shall reduce, the applicable Limit of Liability available to pay *Damages*.
4. The Limit of Liability shall apply in excess of the Deductible amount.
5. All *Related Claims* shall be deemed a single *Claim* and such single *Claim* shall have been deemed to have been first made on the date the earliest of such *Claims* was first made against an *Insured* and reported to the *Insurer*, regardless of whether such date is before or during the *Policy Period* and shall be subject to the Limit of Liability as shown in Item 3. of the Declarations as applicable to "each *Claim*".
6. The Limit of Liability available for *Claims* first made against the *Insured* and reported to the *Insurer* during any applicable Extended Reporting Period, is part of, and not in addition to the Limit of Liability stated in Item 3 of the Declarations. Applicable Extended Reporting Periods shall not provide a new, additional or renewed Limit of Liability.
7. If the *Insurer* has exhausted the applicable Limit of Liability by payment of *Damages* and/or *Defense Expenses* or by tender of the remaining Limit of Liability into court, it shall have no further duties to the *Insured* under this policy.

B. Deductible

The *Insurer* shall only be liable for amounts payable under this policy for *Damages* or *Defense Expenses* which are in excess of the Deductible amount shown in Item 4 in the Declarations. This Deductible amount shall apply separately to each and every *Claim* and shall be borne by the *Insured* and shall remain uninsured. The Deductible amount applies to the payment of *Damages* and *Defense Expenses*. If the *Insurer* advances any amounts within the Deductible, the *Named Insured* shall reimburse the *Insurer* within thirty days of the *Insurer's* request to do so. In the event of *Related Claims*, a single Deductible amount will apply.

C. Multiple Insureds, Claims and Claimants

Regardless of the number of *Claims*, *Related Claims*, *Insureds* or claimants, the Limit of Liability as shown in Item 3 of the Declarations as applicable to "each *Claim*" and to "*Policy Aggregate*" shall be subject to Paragraph A of this Section II.

III. EXTENSIONS OF COVERAGE

A. Estates, Heirs, Bankruptcy Extension

In the event of the death or incapacity of the *Insured*, or the bankruptcy of the *Insured*, any *Claim* made against any heir, executor, administrator, assignee or legal representative of the *Insured* or against any trustee in bankruptcy of the *Insured*, which arises from any negligent act, error or omission of such *Insured* rendering *Professional Services* shall be deemed to be a *Claim* made against such *Insured* for the purposes of this policy. Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the *Insurer* of any of its obligations hereunder.

B. Spousal And Domestic Partner Extension

If a *Claim* is made against the lawful spouse or lawful domestic partner of an *Insured* which includes a *Claim* for a negligent act, error or omission made against an *Insured* rendering *Professional Services* then such *Claim* shall be deemed a *Claim* made against such *Insured*, provided his or her lawful spouse or lawful domestic partner accepts the same legal counsel as the *Insured* and that such *Claim* is made solely by reason of such lawful spouse's or lawful domestic partner's status as such. This extension, however, shall not apply to any *Claim* alleging any negligent act, error or omission committed by the lawful spouse or lawful domestic partner of an *Insured*.

C. Personal Injury and Advertising Liability Extensions

Subject to all other terms, conditions and exclusions, this policy covers *Damages* and *Defense Expenses* the *Insured* becomes legally obligated to pay resulting from *Claims* arising out of *Personal Injury* and *Advertising Liability*.

D. Extended Reporting Period Extensions

1. Automatic Extended Reporting Period

Upon the expiration of this policy for any reason other than for cancellation for nonpayment of premium or for nonpayment of Deductible due hereunder, the *Named Insured* shall be provided with an automatic and non-cancelable period of sixty days, commencing on the policy expiration date, to report *Claims* to the *Insurer* pursuant to Section VI. A. of General Conditions, Notice of *Claim or Circumstance*. Coverage under this extension of time to report a *Claim* (hereinafter referred to as the Automatic Extended Reporting Period) shall apply solely to negligent acts, errors or omissions in rendering *Professional Services* committed or attempted prior to the effective date of nonrenewal or cancellation, whichever occurs first, and which are not otherwise excluded by any terms, conditions or exclusions of this policy. This Automatic Extended Reporting Period shall not be applicable, however, in the event the *Named Insured* has obtained another policy of Lawyers Professional Liability insurance with an inception date as of the termination date of this policy.

2. Optional Extended Reporting Period

Upon the expiration or cancellation of this policy for any reason other than for nonpayment of premium or for the nonpayment of Deductible due hereunder, the *Named Insured* shall have the right, upon payment of the additional premium designated in one of the options below for the designated length of time shown, commencing on the expiration date of the Automatic Extended Reporting Period, to report *Claims* pursuant to Section VI.A. of General Conditions, Notice of *Claim* or Circumstance:

- (a) Optional Extended Reporting Period of 12 months for a premium charge of 100% of the annual policy premium;
- (b) Optional Extended Reporting Period of 36 months for a premium charge of 185% of the annual policy premium;
- (c) Optional Extended Reporting Period of 60 months for a premium charge of 225% of the annual policy premium;
- (d) Optional Extended Reporting Period of 72 months for a premium charge of 250% of the annual policy premium.

Coverage under such extension of time to report a *Claim* (hereinafter referred to as the Optional Extended Reporting Period) shall apply solely to negligent acts, errors or omissions in rendering *Professional Services* committed or attempted prior to the effective date of nonrenewal or cancellation, whichever occurs first, and which are not otherwise excluded by any terms, conditions or exclusions of this policy.

As a condition precedent to the right to purchase this Optional Extended Reporting Period:

- (a) the total premium and Deductible amounts for this policy must have been paid, and
- (b) all *Insureds* must be in compliance with the terms and conditions of the policy, and
- (c) the *Named Insured's* right to practice law has not been revoked, suspended or surrendered at the request of any regulatory authority for reasons other than death, disability or retirement, and
- (d) the *Named Insured* provides the *Insurer* with written notice of its selection and pays the premium charge for the selected Optional Reporting Period in full within sixty days of the expiration date of the *Policy Period*.

If the Optional Extended Reporting Period requested by the *Named Insured* is effected by the *Insurer*, the additional premium shall be fully earned by the *Insurer* and the Optional Extended Reporting Period cannot be cancelled by the *Insureds* or the *Insurer*. This right to purchase the Optional Extended Reporting Period shall lapse unless the provisions of (a) through (d) in the preceding paragraph are fully met.

3. *Non – Practicing Insured* Extended Reporting Period

- (a) Provided this policy (i) has not been cancelled for nonpayment of premium or Deductible and (ii) no other Extended Reporting Period is in effect and (iii) this policy remains in force as to all other *Insureds*, except in the case where all *Insureds* are *Non – Practicing Insureds*, a *Non - Practicing Insured* shall have the right to purchase an unlimited extension of time to report *Claims* that are first made against such *Non – Practicing Insured* and reported to the *Insurer* after the effective date of cessation of the practice of law by reason of negligent acts, errors or omissions alleged to have been committed subsequent to the applicable *Prior Acts Date*, but before the effective date of cessation of the practice of law and not otherwise excluded by the agreements, conditions and exclusions of this policy. The additional premium for this *Non-Practicing Insured* Extended Reporting Period shall be 125% of the *Non - Practicing Insured's* proportionate share of the annual premium (or, 275% of the annual premium in the case where all *Insureds* are *Non – Practicing Insureds*) and is due and payable to the *Insurer* no later than thirty days after the effective date of cessation of the practice of law.
- (b) The additional premium charges in (a) above shall be waived for *Non – Practicing Insureds* who have been insured for their *Professional Services* by the *Insurer* for at least three consecutive annual *Policy Periods* prior to becoming a *Non- Practicing Insured*.

E. Deductible Credit for Mediation Extension

The *Insurer* will reduce the applicable Deductible amount by 50% in respect of any *Claim* resolved in its entirety by mediation.

F. Defendant Reimbursement Extension

The *Insurer* will reimburse an *Insured* \$100 per hour for the time such *Insured* attends a trial, court hearing, mediation or arbitration proceeding in connection with a *Claim*, when such attendance is at the request of the *Insurer*.

G. Regulatory Inquiry Extension

If a regulatory body, state licensing board, public oversight board or government agency having regulatory authority over the *Insured's Professional Services*, first initiates an investigation of any *Insured* during the *Policy Period* which arises from *Professional Services* rendered subsequent the *Prior Acts Date* and, such regulatory inquiry is reported to the *Insurer* pursuant to Section VI. General Conditions, A., Notice of *Claim* or Circumstance, the *Insurer* will reimburse the *Named Insured* for attorney fees, court and regulatory body costs incurred in responding to such inquiry, up to a maximum reimbursement of \$12,500. This is the maximum amount the *Insurer* will reimburse, regardless of the number of such inquiries or of the number of *Insureds* involved in such inquiries, for all inquiries first initiated against the *Insureds* during the policy and reported to the *Insurer* pursuant to Section VI. General Conditions, A. Notice of *Claim* or Circumstance.

H. Subpoena Assistance Extension

If during the *Policy Period*, an *Insured* first receives a subpoena for documents or testimony as a fact witness arising from *Professional Services* rendered by the *Insured* in whole subsequent to the *Prior Acts Date* and such receipt of a subpoena is reported to the *Insurer* pursuant to Section VI. General Conditions A.. Notice of *Claim* or Circumstance, then provided that (a) said subpoena arises out of a matter or lawsuit to which an *Insured* is not a party and (b) provided no *Insured* has been engaged to provide professional advice or testimony in connection with the matter or lawsuit at any previous time, then the *Insurer* will retain an attorney to provide advice to the *Insured* regarding the production of documents, to prepare the *Insured* for sworn testimony and to represent the *Insured* at depositions.

I. Client Discrimination Extension

If during the *Policy Period*, allegations are made against an *Insured* by a client, or potential client, that any *Insured* refused to perform *Professional Services* for said client or potential client due to discrimination, and such allegations are reported to the *Insurer* pursuant to Section VI. General Conditions, A. Notice of *Claim* or Circumstance, then provided the allegations did not arise out of such *Insured's* intentional disregard or willful failure to comply with any state or federal laws or regulations governing discriminatory practices, the *Insurer* will reimburse the *Named Insured* solely *Defense Expenses* incurred by the *Insured* up to a maximum reimbursable amount of \$15,000 for for the entire *Policy Period* for all such allegations, regardless of the number of clients or potential clients making such allegations. The *Insurer* shall provide its consent, not to be unreasonably withheld, to the *Named Insured's* choice of counsel. This policy shall not provide coverage for *Damages* resulting from such allegations.

J. *Disciplinary Proceedings* are not *Claims* under this policy. The *Insurer* shall not have the right and shall not have the duty to defend a *Disciplinary Proceeding* against any *Insured*. It shall be the right and duty of the *Insured* to respond to or defend such *Disciplinary Proceedings*. In the event violations of disciplinary rules or other professional misconduct alleged in a *Disciplinary Proceeding* are not proven by a final and enforceable determination by a tribunal of competent jurisdiction adverse in whole to an *Insured* and, such violations or misconduct is not admitted by an *Insured*, then the *Insurer* will reimburse the *Insured* for reasonable fees, costs and expenses incurred by the *Insured* in the defense of such *Disciplinary Proceeding* up to a maximum reimbursement of \$25,000 in total for all *Disciplinary Proceedings* reported to the *Insurer* during the *Policy Period* pursuant to Section VI., General Conditions, A., Notice of *Claim* or Circumstance.

IV. DEFINITIONS

Advertising Liability means legal obligations the *Insured* incurs arising out of the marketing and promotion of the *Insured's Professional Services* by reason of (a) the oral or written publication of material which slanders or libels an individual or entity, or which disparages its goods, services or products (b) the misappropriation of marketing or promotion ideas or styles of business of others, or (c) the infringement of titles or slogans of others.

Claim means:

- (a) a demand or civil proceeding seeking *Damages*, or
- (b) service of suit seeking *Damages*, or
- (c) institution of alternative dispute proceedings seeking *Damages*, or
- (d) a demand for services.

Damages means a monetary judgment (including pre- and post- judgment interest awarded against the *Insured*), monetary award or monetary settlement negotiated with the *Insurer's* written consent. If the *Insurer* makes an offer to pay the applicable Limit of Liability, it will not pay any prejudgment interest based on the period of time after such offer is made.

Damages shall not include:

- (a) any restitution, disgorgement, unjust enrichment or illegal profits by an *Insured*;
- (b) return or offset of fees or over- charges or amounts which are the subject of fee disputes;
- (c) punitive or exemplary damages, awards or judgments or any amounts which are a multiple of compensatory damages, awards or judgments, except to the extent insurance for such damages, awards or judgments is insurable under applicable law and is not otherwise excluded by the provisions of this policy. For the purposes of determining whether such damages are insurable, the law of the state of incorporation or principal place of business of the *Insured* or the *Insurer*, the state where the negligent act, error or omission took place, or the state where the damages are awarded or imposed, whichever is most favorable to the *Insured*, shall be deemed applicable law;
- (d) civil or criminal fines, sanctions or penalties;
- (e) any amounts for which the *Insured* is not financially liable or for which there is no legal recourse against the *Insured*;
- (f) subject to (c) above, amounts deemed uninsurable under the law pursuant to which this policy shall be construed;
- (g) amounts paid to comply with any injunctive order or other non-monetary or declaratory relief or award, including amounts ordered to be paid to comply with specific performance or any agreement to provide such relief.

Defense Expenses mean reasonable and necessary fees charged by attorneys designated or approved by the *Insurer* and all other reasonable and necessary fees, costs and expenses resulting from the adjustment, negotiation, arbitration, mediation, defense or appeal of a *Claim*, including premiums on appeal, attachment or similar bonds; provided, however, that this provision does not obligate the *Insurer* to apply for or furnish any such bond. *Defense Expenses* include amounts payable by the *Insurer* under Section III., Extensions of Coverage, paragraphs F. through J., inclusive. *Defense Expenses* do not include salaries, charges, wages, loss of wages or expenses of any partner, principal, director, officer, member or employee of the *Insured* or the *Insurer* other than as provided in Section III Extensions of Coverage, paragraphs F. through J. inclusive.

Disciplinary Proceeding means a forum in which a complaint alleging violation of any professional rule or professional misconduct is brought before a tribunal of competent jurisdiction which shall make a determination subject to appeal or other review and/or a final and enforceable determination as to whether such alleged rules or misconduct is to be the subject of discipline.

Immediate Family means the parents, children, grandchildren, brothers, sisters or past or present spouse of any past or present **Insured**.

Insured means the **Named Insured**, **Predecessor Firm**, and:

- (a) any present or future principal, partner, director, officer, member or employee of the **Named Insured**;
- (b) any former principal, partner, director, officer, member or employee of the **Named Insured** or of a **Predecessor Firm**;
- (c) the estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** but only in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, and only to the extent that such **Insured** would otherwise have been provided coverage under the terms, conditions and exclusions of this policy;
- (d) any contract or temporary employee of a **Named Insured** under the direct supervision of an **Insured**;
- (e) any lawyer acting as "of counsel";

but only with respect to **Professional Services** performed within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.

Insurer means the insurance company named in the Declarations.

Named Insured means the entity(ies), individual, partnership or corporation stated in Item 1. of the Declarations.

Non-Practicing Insured means an **Insured** who on a specific date becomes disabled, has died or has otherwise ceased the practice of law for reasons other than a revocation, suspension or surrender of license at the request or demand of any judicial or regulatory authority.

Personal Injury means the following which arise from the **Insured's Professional Services**: (a) false arrest, detention or imprisonment; malicious prosecution (b) the publication or utterance of a libel or slander or other defamatory or disparaging statement or disparaging material (c) a publication or utterance in violation of a person's right of privacy (d) the wrongful eviction of a person from a residence (e) wrongful entry into, or invasion of the right of private occupancy.

Policy Period means the length of time between the effective date shown in Item 2. of the Declarations and the earlier of (a) the expiration date shown in Item 2. of the Declarations, or (b) the cancellation date of this policy.

Policy Aggregate means the amount identified in Item 3. of the Declarations which represents the maximum amount of the **Insurer's** liability for all **Claims**, all **Damages** and all **Defense Expenses** combined under this policy, inclusive of any applicable Extended Reported Period, if purchased.

Predecessor Firm means an individual, partnership, professional corporation, professional association, limited liability corporation or partnership which was at all times engaged in **Professional Services** and to whose financial assets and liabilities the **Named Insured** became the majority successor in interest prior to the effective date as stated in Item 2. of the Declarations and which is named as such by specific endorsement to this policy. **Predecessor Firm** does not include any individual, partnership, professional corporation, professional association, limited liability corporation or partnership which was at all times engaged in **Professional Services** and to whose financial assets and liabilities the **Named Insured** becomes the majority successor in interest subsequent to the effective date of this policy as stated in Item 2. of the Declarations unless the **Insurer** at its sole discretion agrees to include such entity. Should the **Insurer** agree to include such entity it may do so for an additional premium and/or with amended policy terms and conditions.

Prior Acts Date means the date shown in Item 6. of the Declarations.

Professional Services means

- (a) those services performed for a client in the **Insured's** capacity as a lawyer for a monetary fee, and
- (b) those services as an arbitrator, mediator or notary public for a monetary fee, and
- (c) those services performed as a title agent for a client which are incidental to services performed as a lawyer for the client for a monetary fee, and
- (d) pro bono services of an **Insured** if at the time such services were rendered, they were approved by a partner, director or officer of the **Named Insured** to perform such services without compensation, and
- (e) those services as a member of a formal accreditation, standards review or similar professional board or committee solely related to the profession of the practice of law, but only when such formal accreditation, standards review or similar professional board or committee solely related to the profession of the practice of law does not indemnify the **Insured** or have insurance coverage applicable to the **Insured** in respect of such services.

Related Claims means all *Claims* arising from negligent acts, errors or omissions that have as a common nexus any fact, circumstance, situation, transaction, event or cause or series of causally connected facts, circumstances, situations, transactions, events or causes.

V. EXCLUSIONS

This policy does not apply to any *Claim* based upon or arising out of:

- A. a dishonest, intentional, fraudulent, criminal or malicious act or omission or any intentional or knowing violation of law by any *Insured*. However, the *Insurer* will provide the *Insured* with a defense of such *Claim* and pay *Defense Expenses* for any such *Claim* until there is a judgment, final adjudication or adverse admission by an *Insured* or a finding of fact against an *Insured* as to such conduct. However, this exclusion shall not apply to an *Insured* who, in fact, did not personally commit, direct or participate in committing a dishonest, intentional, fraudulent, criminal or malicious act or omission or any intentional or knowing violation of law.
- B.
 - (a) physical injury, sickness, disease or the death of any person including mental anguish or emotional distress resulting therefrom, or
 - (b) physical injury to, or destruction of any tangible property, including any resulting loss of use thereof; however, this exclusion shall not apply to accounting records of clients of the *Named Insured*;
- C. any actual or alleged violation of:
 - (a) the Employee Retirement Income Security Act of 1974 and any amendments thereto. However, this exclusion shall not apply if (i) a court of competent jurisdiction deems an *Insured* to be a fiduciary under such Act solely by reason of *Professional Services* an *Insured* rendered to any employee benefit plan or, (ii) if an *Insured* is appointed as a Receiver, Trustee or Custodian of an employee benefit plan by a court of law ;
 - (b) the Racketeer Influenced and Corrupt Organizations Act;
- D. any actual or alleged (a) false, deceptive or unfair trade practice, violation of consumer protection laws or false, deceptive or misleading trade practices;
- E. *Professional Services* performed for any person or entity by an *Insured*, if at the time of any negligent act, error or omission giving rise to the *Claim*:
 - (a) such *Professional Services* were rendered to an *Immediate Family Member*; or
 - (b) such *Insured* or his/her *Immediate Family Member* controlled or owned more than 10% equity interest, operated or managed such entity; or,
 - (c) such *Insured* or his/her *Immediate Family Member* was a partner, member, director, officer or employee of such entity;
- F.
 - (a) liability of others assumed by an *Insured* under any contract or agreement, or
 - (b) the breach of any express warranty of any contract unless such liability would have attached to the Insured even in the absence of such contract or agreement;
- G. actual or alleged negligent acts, errors or omissions asserted by or on behalf of one or more *Insureds* against any other *Insured*;
- H. an *Insured* acting in the capacity as:
 - (a) an executor, administrator or personal representative of an estate or as a trustee if the *Insured* or a member of the *Insured's Immediate Family* is or was a beneficiary or distributee of said estate or trust; or,
 - (b) an officer, director, trustee, partner or other member of a governing body of any entity other than the *Named Insured* and other than an accreditation or standards entity within the scope of Section IV, Definitions, paragraph (e) of the definition of *Professional Services*; or
 - (c) a public official or employee of a governmental body, agency or subdivision thereof, unless such capacity is deemed as a matter of law to be a public official, employee or representative of such entity solely by virtue of an *Insured* rendering *Professional Services*.
- I.
 - (a) defects in title of which the *Insured* had knowledge as of the date of issuance of any title policy, and
 - (b) breach of underwriting authority granted an *Insured* by a title insurance company or its delegate, and
 - (c) liability assumed under contract with any title insurance company to fund a loss payment, participate in a loss payment or fund or reimburse any legal expenses under any title insurance policy.

- J. *Professional Services* performed on or prior to the *Prior Acts Date* stated in Item 6. of the Declarations;
- K. negligent acts, errors or omissions or *Related Claims* which have been the subject of any notice given under any prior policy of which this policy is a renewal or replacement;
- L. any facts or circumstances of which any *Insured* had knowledge as of the effective date of this policy and which could reasonably have been expected to give rise to a *Claim*;
- M. (a) any misuse or unauthorized use or disclosure of confidential or proprietary data or of personally identifiable information; or
(b) any actual or alleged failure to inform customers or clients of any security breach which has impacted or may impact the confidential, proprietary or personally identifiable information of a customer or client;
- N. *Professional Services* rendered by an *Insured* while the *Insured's* license to practice law was suspended, revoked, surrendered, lapsed or otherwise not recognized as a bona fide license in the state where such services were rendered;
- O. any loss sustained by any *Insured* as a beneficiary or distributee of any estate or trust;
- P. a notarized certification or acknowledgment of signature without an identity check and physical appearance before the *Insured* performing such notarization of the person whose signature was notarized or acknowledged;

VI. GENERAL CONDITIONS

A. Notice of *Claim* or Circumstance

1. The *Insureds* shall, as a condition precedent to the obligations of the *Insurer* under this policy, give written notice of a *Claim* as soon as practicable, but in no event later than sixty days after the expiration of the *Policy Period*. In the event a *Claim* is made during the Extended Reporting Period, if purchased, the *Insureds* shall, as a condition precedent to the obligations of the *Insurer* under this policy, give written notice of such *Claim* as soon as practicable, but in no event later than the expiration of the Extended Reporting Period. Such written notice shall include:
 - (a) all written correspondence between the claiming party and any *Insured*, and
 - (b) a written summary of the facts and circumstances of the allegation of the negligent act, error, omission, *Personal Injury* or *Advertisers Liability*
 - (c) dates and details of the parties involved
 - (d) possible *Damages*.
2. If during the *Policy Period* or the Extended Reporting Period, if purchased, the *Insured* becomes aware of any facts or circumstances that may reasonably be expected to give rise to a *Claim* and, written notice is given to the *Insurer* in accordance with paragraphs 1. and 3. of this Section A. of:
 - (a) such facts or circumstances, as well as the reasons for anticipating such a *Claim*, and
 - (b) specific information as to the expected negligent act, error, omission, *Personal Injury* or *Advertisers Liability*,
 - (c) dates and details of the parties involved, and
 - (d) the possible *Damages*,

then any *Claim* arising out of such specific facts or circumstances that is subsequently made against the *Insureds* and reported to the *Insurer* shall be deemed first made during the *Policy Period* as of the date of such notice.

3. Notice of a *Claim* or circumstances to the *Insurer* shall be given in writing to:

Crum & Forster
 Claims Department
 305 Madison Avenue
 Morristown, New Jersey 07962
 305_Liability@cfins.com

B. Defense and Settlement

1. The *Insurer* shall have the right and the duty to defend any *Claim* regardless of whether the allegations are groundless, false, or fraudulent. In undertaking this right and duty, the *Insurer* expressly retains the right to select defense counsel even when the *Insurer* reserves its rights on issues concerning the applicability of coverage under this policy. The *Insureds* shall pay

any *Defense Expenses* within the applicable Deductible shown in Item 4. of the Declarations. The *Insurer's* right and duty to defend any *Claim* and pay *Defense Expenses* shall terminate upon the exhaustion of the Limit of Liability, whereupon the *Insurer* shall have no further obligation or liability to defend the *Insured* or to pay *Defense Expenses*, judgments or settlements. The *Insurer* may make any investigation it deems necessary and may, with the *Insured's* consent, such consent not to be unreasonably withheld, make any settlement of any *Claim* it deems expedient. If the *Insured* withholds consent of such settlement, the *Insurer's* liability for all *Damages* on account of such *Claim* shall not exceed the amount for which the *Insurer* could have settled such *Claim*, inclusive of *Defense Expenses*, incurred as of the date such settlement was proposed to the *Insured*.

2. The *Insureds* and those acting on their behalf shall not admit liability, consent to any judgment, incur any *Defense Expenses* or agree to any settlement without the *Insurer's* written consent, such consent not to be unreasonably withheld. The *Insureds* agree that they shall not knowingly take any action that in any way increases *Damages* or *Defense Expenses* under this policy. Coverage afforded by this policy shall not apply to any *Damages* sustained as a result of any admission of liability or consent to any judgment or agreement to settle, without or prior to the *Insurer's* written consent.
3. The *Insureds* shall provide the *Insurer* with such information, assistance, and cooperation as the *Insurer* and its counsel may reasonably request with respect to the defense and settlement of any *Claim*.

C. Action Against *Insurer*

1. No action shall be taken against the *Insurer* unless, as a condition precedent thereto, the *Insureds* shall have fully complied with all of the terms and conditions of this policy, nor until the amount of the *Insured's* obligation to pay *Damages* for any *Claim* shall have been fully and finally determined either by judgment against the *Insured* or by written agreement between the *Insureds*, the claimant, and the *Insurer*.
2. Nothing contained herein shall give any person or entity any right to join the *Insurer* as a party to any *Claim* against the *Insureds* to determine their liability, nor shall the *Insurer* be impleaded by the *Insureds* or their legal representative in any *Claim*.

D. Cancellation and Nonrenewal

1. The *Named Insured* may cancel this policy at any time prior to the expiration date of the *Policy Period* by providing prior written notice to the *Insurer* or by surrender of this policy to the *Insurer* or its authorized agent. If the *Named Insured* shall cancel this policy, the *Insurer* shall return 90% of the unearned portion of the premium.
2. The *Insurer* may only cancel this policy for nonpayment of premium or Deductible. This policy may be canceled by or on behalf of the *Insurer* by delivering to the *Named Insured*, or by mailing to the *Named Insured*, at the address shown in Item 1. of the Declarations, written notice of cancellation at least 10 days before the effective date of cancellation. The mailing of such notice shall be sufficient proof of notice and the effective date of cancellation stated in such notice shall become the expiration date of the *Policy Period*. If the *Insurer* cancels this policy for nonpayment of premium, the *Insurer* shall credit the *Insured* 90% of the unearned portion of the premium. Payment or tender of any unearned premium by the *Insurer* shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
3. This policy may be nonrenewed by the *Insurer* by delivering to the *Named Insured* or by mailing to the *Named Insured* at the address shown in Item 1. of the Declarations, written notice of nonrenewal at least thirty days prior to the expiration date of the *Policy Period*. The mailing of such notice shall be sufficient proof of notice.

E. Changes in Exposures

1. If the number of attorneys employed by the *Named Insured* increases more than 25% from the amount of attorneys shown in the application attached to this policy at its inception date, the *Named Insured* shall give the *Insurer* notice of such hiring, merger or acquisition as soon as practicable, but in no event more than 30 days after the effective date of hiring, merger or acquisition and the *Insurer* shall then have the right to amend any terms of this policy. There shall be no coverage under this policy for any *Professional Services* subsequent to the date of hiring, merger or acquisition. This paragraph shall not be applicable if the original number of attorneys insured on the effective date of this policy was less than six attorneys.
2. If the *Named Insured* during the *Policy Period* merges or consolidates with another entity in a manner such that the *Named Insured* is not the surviving entity, coverage under this policy for *Professional Services* rendered, or which should have been rendered subsequent to the effective date of such transaction shall be excluded for the remainder of the *Policy Period*. Coverage shall then solely apply to *Professional Services* rendered, or which should have been rendered, between the *Prior Acts Date* stated in Item 6. of the Declarations and the effective date of the transaction whereby the *Named Insured* is not the surviving entity, subject to all the other terms, conditions and exclusions of this policy.

F. Subrogation

In the event of any payment under this policy, the *Insurer* shall be subrogated to the extent of such payment to all *Insureds'* rights of recovery therefrom against any person or entity, and the *Insureds* shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights to enable the *Insurer* to effectively bring suit in their name, and shall provide all other assistance and cooperation which the *Insurer* may reasonably require.

G. Representations

In granting coverage to the *Insureds*, it is agreed that the *Insurer* has relied upon the representations and statements contained in the application for this policy (and all such previous applications submitted, or made part of any previous policy which this policy may succeed in time) including materials submitted therewith, as being accurate and complete and shall be the basis of the contract and shall become part of such policy as if physically attached. Such representations and statements are deemed to be material to the risk assumed by the *Insurer*.

H. Other Insurance

All *Damages and Defense Expenses* payable under this policy shall be in excess of and shall not contribute with other existing insurance including, but not limited to, any insurance under which there is a duty to defend, regardless of whether any *Damages* or *Defense Expenses* are collectible or recoverable under such other insurance, unless such other insurance is written specifically excess of this policy. This policy shall not be subject to the terms or conditions of any other insurance.

I. Authorization

The *Named Insured* shall act on behalf of the *Insureds* with respect to the receiving of notices and return premiums from the *Insurer*.

J. Headings and Titles

The headings, sub-headings, and titles of this policy are for descriptive and reference purposes only and are not to be deemed in any way to limit, modify, or affect the terms and conditions of this policy.

K. Assignment of Interest

This policy and any and all rights hereunder are not assignable without the written consent of the *Insurer*.

L. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the *Insurer* shall not effect a waiver or a change in any part of this policy or estop the *Insurer* from asserting any right under the terms and conditions of this policy, nor shall any terms or conditions be waived or changed except by written endorsement issued to form a part of this policy.

M. Territory

This policy applies to a *Professional Services* taking place anywhere in the world provided that suit is brought and maintained against the *Insured* within the United States of America, its territories or possessions, Puerto Rico or Canada.

N. Named Insured Sole Agent

The *Named Insured* will be the sole agent and will be authorized to 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 policy, for the payment of the deductible and the exercising or declining to exercise any right under this policy, including the purchase of any Extended Reporting Period.

O. Liberalization

If during the *Policy Period*, the *Insurer* adopts any provision that would broaden the coverage under this policy without an additional premium charge, the broadened coverage shall automatically apply to this policy.

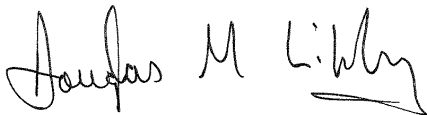
**The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, NJ**

(A Capital Stock Company)

**United States Fire Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE**

(A Capital Stock Company)

SIGNATURE



Douglas M. Libby
Chairman and CEO

SIGNATURE



James Kraus
Secretary