

**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 to any 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;
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 artistic work, expression, or performance of talent, including, without limitation: authorship or creation of written, sound, sculptural, or visual work; work in print or broadcast media, newspaper or other print publication, news organization, film or other recorded visual and/or audio medium; or 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 the 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:

1. if the **Named Insured** designated 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 Insured** 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 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 the 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 the Policy; and
 - 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.

I. "**Lawyer**" means:

A lawyer actively admitted to the practice of law or a professional corporation owned by a lawyer or lawyers.

J. "**Limit of Liability-Each Claim**" means:

The Liability of the Company for each **Claim**, as set forth in the Declarations.

- K. **"Limit of Liability - Policy Aggregate"** means:
the total of the Company's liability for all **Claims** under the Policy, as set forth in the Declarations.
- L. **"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 the Policy in effect at the time the first of the **Claims** was made against an **Insured** and reported to the Company.
- M. **"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 the Policy pursuant to subparagraph H.10..
- N. **"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 individuals 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.
- O. **"Policy Period"** means the period set forth in the Declarations, unless the Policy is terminated earlier, in which event, the **Policy Period** shall end on the date and time of such earlier **Termination**.
- P. **"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.

Q. **"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**.

R. **"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.

S. **"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.

T. **Retroactive Date** means The Retroactive Date shown in the Declarations.

U. **"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 be 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.

V. **"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 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**.

W. **"Termination"** with respect to the Policy means:

Cancellation or nonrenewal by either the **Named Insured** or the Company.

X. **"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 inception date of the Policy:

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
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 the **Insured** 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 to contest the **Claim**, the Company's liability for any **Damages** (as defined, which include **Claim Expenses**) shall not exceed the amount for this 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 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.

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** of twelve months, 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**; or

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 not 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.
- 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, arbitrative, 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.

- G. Any **Insured's** services and/or capacity as:
1. An officer, director, partner, trustee or employee of a **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**.
- 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. Any 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. Any 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**.
- 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 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.

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 .1

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
- 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 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 PART must be sent to the address or fax number 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 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**.

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 and signed by an officer of the Company. 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**.

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 shall 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.

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.