



LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY ONLY COVERS **CLAIMS** FIRST MADE AGAINST THE **INSURED** AND REPORTED TO THE INSURER DURING THE **POLICY PERIOD**, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE. **CLAIMS EXPENSES** ARE INCLUDED IN, AND WILL REDUCE, THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

WORDS THAT APPEAR IN BOLD PRINT, OTHER THAN THE CAPTION TITLES, HAVE SPECIAL MEANINGS AND ARE DEFINED SEPARATELY. WHENEVER A SINGULAR FORM OF A WORD IS USED, THE SAME WILL INCLUDE THE PLURAL WHEN REQUIRED BY CONTEXT.

In consideration of the payment of the premium and in reliance upon the statements made in the Application, which is made a part hereof and deemed attached hereto, and subject to the Declarations and all terms of this insurance policy, the **Insurer** and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

The Insurer shall pay on behalf of the **Insured** all sums in excess of the Deductible amount and up to the Limits of Liability stated in the Declarations which the **Insured** shall become legally obligated to pay as **Damages** and shall pay **Claims Expenses** resulting from a **Claim** first made against an **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, as a result of a **Wrongful Act** by an **Insured** or an entity for whom an **Insured** is legally liable, provided that:

- Each **Wrongful Act** was committed on or after the **Retroactive Date** and before the end of the **Policy Period**;
- No **Insured** gave notice to any prior Insurer of such **Wrongful Act**; and
- There is no other policy or policies which provide insurance for such **Wrongful Act**; and
- Prior to the **Knowledge Date** stated in the Declarations of this Policy, no **Insured** knew of such **Wrongful Act** or could have reasonably expected that such **Wrongful Act** might give rise to a **Claim**.

As a condition precedent to coverage, the Named **Insured** shall report all **Claims** in writing to the Insurer as soon as practicable, but in no event later than sixty (60) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable.

II. EXTENSIONS OF COVERAGE

A. Crisis Management – Public Relations Extension

If there is any publication in a daily newspaper of general circulation or a radio, internet or television news report, during the **Policy Period**, of unfavorable information regarding any **Insured** that is reasonably likely to lessen public confidence in the competence, integrity or viability of any **Insured** to provide **Professional Legal Services**, the first said publication shall be deemed to be a “Crisis.” In the event of a Crisis, the **Insurer** will reimburse any **Insured** the reasonable costs incurred during the time period commencing ninety (90) days prior to, and in anticipation of the Crisis, to 90 days after the Crisis, regardless of whether a **Claim** is ever made against an **Insured** arising from such Crisis. The Insurer shall reimburse reasonable and necessary fees and expenses incurred by a **Public Relations Firm** in the performance of **Public Relations Services** for such **Insured** arising from a Crisis and also reimburse reasonable and necessary printing, advertising, mailing of materials, or travel by an **Insured** or the **Public Relations Firm** in connection with a Crisis. The maximum payment made by the Insurer pursuant to this Extension shall be \$25,000 for each **Policy Period** regardless of the number of Crises or the number of **Insureds** subject to the unfavorable publication as stated above. Any payment made by the Insurer under this Extension shall not apply to the Deductible and shall not reduce the Limits of Liability.

Public Relations Firm means any public relations firm, crisis management firm or law firm hired by an **Insured** with the Insurer’s prior written consent to perform **Public Relations Services** in connection with a Crisis.

Public Relations Services means those services performed by a **Public Relations Firm** to minimize potential harm to public confidence in the competence, integrity or viability of an **Insured** to provide **Professional Legal Services** arising from a Crisis, including maintaining and restoring public confidence in an **Insured** and providing advice to an **Insured**.

B. Defense Extension To Non-Covered Claims

If the **Insurer** determines that an **Insured** is entitled to a defense of any portion of a **Claim**, the Insurer will defend the entire **Claim** including both covered and non-covered portions of the **Claim** subject to the termination of the duty to defend as stated in subsection C of section V titled Defense, Investigation, Consent to Settle. The costs of defending both the covered and non-covered portion of the **Claim** shall be deemed **Claims Expenses**.

C. Disciplinary Proceedings Extension

If a **Disciplinary Proceeding** is commenced against an **Insured** during the **Policy Period**, the Insurer will reimburse the **Insured** against whom the **Disciplinary Proceeding** was commenced the reasonable attorney’s fees and costs incurred in responding to such **Disciplinary Proceeding**. The maximum payment made by the Insurer pursuant to this Extension shall be \$25,000 for each **Policy Period** regardless of the number of **Disciplinary Proceedings** or the number of **Insureds** against whom **Disciplinary Proceedings** are commenced. Any payment made by the Insurer under this Extension shall not apply to the Deductible and shall not reduce the Limits of Liability.

The Insurer shall not pay any judgment, award or settlement pursuant to this Extension.

D. E-Discovery Error and Educational Instruction Coverage Extension

If a **Claim** is made against an **Insured**, during the **Policy Period**, relating to electronic discovery, the Insurer may provide e-discovery educational instruction to the Named **Insured** directly or through a vendor of the Insurer's choice. The maximum payment made by the Insurer pursuant to this Extension shall be \$25,000 for each **Policy Period** regardless of the number of e-discovery **Claims** or the number of **Insureds** against whom said **Claims** are commenced. Any payment made by the Insurer under this Extension shall not apply to the Deductible and shall not reduce the Limits of Liability. The Insurer shall not pay any judgment, award or settlement pursuant to this Extension.

E. Privacy Breach and Remediation Coverage Extension

If a **Claim** is made against an **Insured**, during the **Policy Period**, for violation of a right of privacy or any **Privacy Regulation** as a result of a breach of the **Insured's** network security, the mismanagement of computer hardware or software, or the loss, theft or unauthorized disclosure or dissemination of **Personal Information**, the Insurer will pay for all services authorized in advance and in writing by the **Insurer**, up to a maximum of \$25,000 for each **Policy Period**, on behalf of any **Insured** to investigate, remediate, develop or improve the **Insured's** network security systems to address any network security issues raised by such **Claim**. Any payment made by the Insurer under this Extension shall not apply to the Deductible and shall not reduce the Limits of Liability.

F. Reimbursement of Expenses Coverage Extension

If an **Insured** is requested by the Insurer to attend hearings, depositions and trials, to which that **Insured** would not otherwise be obligated to attend, relative to the defense of a **Claim**, the Insurer shall reimburse that **Insured's** actual loss of earnings and reasonable expenses due to such attendance up to \$500 per day. The maximum payment made by the **Insurer** pursuant to this extension shall be \$10,000 for each **Policy Period**. Any payment made by the Insurer under this Extension shall not apply to the Deductible and shall not reduce the Limits of Liability.

G. Subpoena Compliance Coverage Extension

If an **Insured** is issued a subpoena, during the **Policy Period**, to produce any evidence in connection with a transaction or litigation in which no **Insured** was retained to perform **Professional Legal Services**, the Insurer shall pay attorneys' fees and other reasonable expenses associated with compliance with the subpoena. The maximum payment made by the Insurer pursuant to this extension shall be \$10,000 per subpoena and \$25,000 in the aggregate for each **Policy Period**, regardless of the number of subpoenas or the number of **Insureds** subject to subpoenas. Any payment made by the Insurer under this Extension shall not apply to the Deductible and shall not reduce the Limits of Liability.

If the subpoena is issued in connection with a transaction or litigation in which an **Insured** was retained to perform **Professional Services**, any **Insured** may report it to the Insurer as a potential **Claim** pursuant to section V. A. Notice of **Claims** and Section V. B. Notice of Potential **Claims**.

H. Supplementary Payment Coverage Extension

The Insurer will also pay all costs taxed against an **Insured** in any litigation arising from a covered **Claim** and all interest on the full amount of any judgment that accrues after entry of the judgment and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable coverage and Limits of Liability. This Extension shall not apply to pre-judgment interest. Any payment made by the Insurer under this Extension shall not apply to the Deductible and shall not reduce the Limits of Liability.

The Insurer shall not be obligated to provide any additional coverage or benefit under section II. EXTENSIONS OF COVERAGE, after the aggregate limit of the Insurer's liability has been exhausted by payment of **Damages** and/or **Claim Expenses**.

III. DEFINITIONS

Claim means a written demand for **Damages** received by an **Insured** alleging a **Wrongful Act**, including an, arbitration proceeding or civil lawsuit.

Claims Expenses means reasonable and necessary fees, costs and expenses incurred by the Insurer, or by the **Insured** with the prior written consent of the Insurer consisting of fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including the cost of appeal bonds; however, the Insurer shall not be obligated to apply for or furnish appeal bonds. **Claims Expenses** do not include salary charges, wages or expenses of partners, principals, officers, directors, members or employees of the **Insured**. **Claim Expenses** shall be part of, and not in addition to, the Limits of Liability specified in Item 4 of the Declarations.

Damages means any compensatory monetary judgment or settlement negotiated with the prior approval of the Insurer. **Damages** shall not include: any disgorgement, return, withdrawal, restitution or reduction of any sums which are or were in the possession or control of any **Insured**, or any amounts credited to any **Insured's** account; fines, sanctions, taxes or penalties; awards deemed uninsurable pursuant to any applicable law; punitive or exemplary damages; treble damages or any other damages resulting from the multiplication of compensatory damages assessed directly against an **Insured** or for which any **Insured** is held liable for any reason; equitable relief, or fees, costs or expenses incurred by an **Insured** to comply with any such equitable relief.

Disciplinary Proceeding means any proceeding by a regulatory or disciplinary official, board or agency to investigate charges of professional misconduct in the performance of **Professional Legal Services**.

Extended Reporting Period means the optional extension of coverage following the cancellation or non-renewal of the policy to report to the Insurer any **Claim** which arises from a **Wrongful Act** committed prior to such cancellation or non-renewal and on or after the **Retroactive Date**.

Insured means:

1. The Named Insured referenced in the Declarations;
2. any attorney or professional corporation but only as respects **Professional Legal**

Services rendered on behalf of the Named Insured or any **Predecessor**;

3. All non-lawyer employees or independent contractors but only with respect to liability arising from and in the course of their services on behalf of the Named Insured;
4. The estate, heirs, executors, administrators, assigns and legal representatives of each **Insured** in the event of said **Insured**'s death, incapacity, insolvency or bankruptcy, but only to the extent that said **Insured** would otherwise be provided coverage under this Policy.
5. the lawful spouse or domestic partner of any individual which qualifies as an **Insured**, above, for a **Claim** but only to the extent that the **Insured** would otherwise be provided coverage under this policy because of spousal or domestic partner status, and not out of any alleged independent **Wrongful Acts**, of such individual;

Interrelated Wrongful Acts means **Wrongful Acts** that are causally or logically related and include all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, or event, or which are the same, related or continuous acts, regardless of whether the **Claim** or **Claims** alleging such acts involve the same or different Claimants, **Insureds** or legal causes of action.

Knowledge Date means the effective date of the first Lawyers Professional Liability Policy issued by this Insurer to the Named Insured and continuously renewed and maintained in effect to the inception of this **Policy Period**.

Mediation means a non-binding process in which a neutral panel or individual assists the parties in reaching settlement. To be considered **Mediation** under this Policy, the process must be of a kind set forth in the Commercial Mediation Rules of the American Arbitration Association. The Insurer, however, at its sole option, may recognize any **Mediation** process or forum presented for approval.

Other Organization means any corporation, partnership, association, trust, individual, or fund, (including a pension, welfare, profit sharing, mutual or investment fund or trust) or any other business enterprise or charitable organization of any kind or nature, other than an **Insured**.

Personal Information means an individual's identity with any one or more of the following: social security number; medical or healthcare data, or other protected health information; drivers license number or state identification number; account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account; or, other nonpublic **Personal Information** as defined in a **Privacy Regulation**.

Personal Injury means false arrest, detention or imprisonment; malicious prosecution; the publication or utterance of a libel or slander or other defamatory or disparaging material; invasion, infringement or interference with rights of privacy or publicity; wrongful entry or eviction; invasion of the right of private occupancy; or violation of a right of privacy or publicity or a **Privacy Regulation** as a result of a breach of the **Insured**'s network security, the mismanagement of computer hardware or software, or the loss, theft or unauthorized disclosure or dissemination of **Personal Information**.

Policy Period means the period referenced in the Declarations or any shorter period that may occur as a result of a cancellation of this Policy.

Predecessor means any individual or entity identified in the Application for this insurance engaged in the practice of law for whom the Named Insured is the successor in interest to greater than 50% of the identified predecessor's financial assets and liabilities.

Privacy Regulation means any statute or regulation associated with the control and use of personally identifiable financial, medical or other sensitive information; including identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **Personal Information** has actually or potentially been compromised.

Professional Legal Services means:

1. services and activities performed by an **Insured** for others for a fee; or
2. activities as a member of a bar association, ethics, peer review, formal accreditation board or similar professional boards or committees; or
3. the publication or presentation of research papers or similar materials by an **Insured** but only if the fees, royalties, or other income generated from such work are not greater than ten thousand dollars (\$10,000) during the **Policy Period**; or
4. Legal services performed on a pro bono basis approved in writing in advance by the Named Insured.

Retroactive Date means the date referenced in Item 7 of the Declarations. This Policy shall not apply to any **Claims** resulting from any **Wrongful Acts** or **Interrelated Wrongful Acts** committed prior to this date.

Totally and Permanently Disabled means that the **Insured** has become so disabled as to be wholly unable to provide any **Professional Legal Services** in the **Insured's** capacity as a lawyer provided that such disability has existed continuously for not less than six (6) months; and is expected to be continuous and permanent. **Totally and Permanently Disabled** shall not include any condition which:

1. is a result of war or acts of war, whether or not declared;
2. occurred during active service in the armed forces of any country; or
3. results from:
 - a. intentionally self-inflicted injuries;
 - b. attempted suicide, whether or not sane; or the abuse or misuse of addictive chemical compounds, drugs or alcohol.

Wrongful Act means any actual or alleged negligent act, error or omission or **Personal Injury**, arising out of the rendering of or the failure to render **Professional Legal Services**.

IV. EXCLUSIONS

This Policy does not apply to any **Claim**:

1. alleging intentional wrongdoing, fraud, dishonesty, or malicious **Wrongful Acts** by an **Insured**, if a judgment or other final adjudication adverse to the **Insured** establishes such conduct. The Insurer shall continue to defend the **Insured** against whom the allegations are made if these allegations arise out of **Wrongful Acts** otherwise covered under this Policy, but that **Insured** shall reimburse the Insurer for all **Claims Expenses** if such conduct is established as a matter of fact in a civil, arbitration, criminal or other proceeding, or is admitted to by the **Insured**.

This exclusion does not apply to an **Insured** who did not personally commit or personally participate in committing any of the alleged acts, errors or omissions described in this exclusion.

2. based upon, arising out of, directly or indirectly, or in any way involving any **Claim** by any **Insured** against any **Insured** unless said **Claim** is based solely and entirely upon an attorney client relationship between said **Insureds**.
3. based upon, arising out of, directly or indirectly, or in any way involving **Professional Legal Services** provided by an **Insured** to any **Other Organization** if the **Claim** arises:
 - a. solely because the **Insured** controls, operates or manages the **Other Organization**, including if the **Insured** owns, maintains or uses any property of the **Other Organization**; or
 - b. because the **Insured** collectively and/or members of the immediate family(ies) of the **Insured** own 30% or greater of the issued and outstanding shares, units or other portions of the capital of the **Other Organization**.
4. based upon, arising out of, directly or indirectly, or in any way involving bodily injury, sickness, disease, emotional distress, mental anguish, outrage, humiliation or death; injury to or destruction of any tangible property including loss of use thereof, unless:
 - a. the liability for such **Claim** is caused by the performance of **Professional Legal Services** by the **Insured**; and
 - b. such **Claim** would not have otherwise occurred directly or indirectly but for the performance of **Professional Legal Services** by the **Insured** and no other cause or circumstance contributed to the loss, including but not limited to the negligence, act, error, or omission of a third party;
5. based upon, arising out of, directly or indirectly, or in any way involving alleged discrimination, humiliation, harassment, or misconduct by an **Insured** because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status, or any other class protected under federal, state, local or other law; or by an employee, former employee, or job applicant, of an **Insured** in their capacity as such.

V. CLAIMS

A. Notice of Claims

In the event of a **Claim**, an **Insured** shall as a condition precedent to the coverage

afforded by this Policy:

1. Forward to the Insurer every demand, notice, summons and/or pleading received by an **Insured**; and
2. Give written notice containing particulars sufficient to identify the **Insured** and claimant, Policy Number identifying the policy under which the **Claim** is reported, and complete and comprehensive information regarding the facts and circumstances surrounding the **Wrongful Act**.

This notice shall be mailed to the Insurer at the address referenced in Item 11 of the Declarations or e-mailed to:

professionalliability.claims@aspenspecialty.com.

If notices are mailed or e-mailed, the date of mailing or e-mailing of such notice shall constitute the date such notice was given and proof of mailing or e-mailing to the stated address shall be sufficient proof of notice;

B. Notice of Potential Claims

If an **Insured** becomes aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim**, and if the **Insured** reports such **Wrongful Act** to the **Insurer** during the **Policy Period** in writing, then any **Claim** subsequently arising from such **Wrongful Act** duly reported in accordance with this paragraph shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which such written notice of a **Wrongful Act** is received by the Insurer. Such written notice to the Insurer shall include a complete and comprehensive statement of the facts and circumstances surrounding the **Wrongful Act** and the reasons that a **Claim** is anticipated.

C. Defense, Investigation, Consent to Settle

The Insurer has the sole right to appoint defense counsel to defend a covered **Claim** and to make such investigation of a **Claim** or potential **Claim** as it deems necessary. The Insurer has no right or duty to defend any **Disciplinary Proceeding**. If a **Claim** is subject to arbitration or mediation, the Insurer shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

As a condition precedent to coverage under this Policy, the **Insured** shall not admit liability for or settle any **Claim** or incur any **Claims Expenses**, without the prior written consent of the Insurer. The **Insured** must take all reasonable actions within its ability to prevent or mitigate any **Claim** which would be covered under this Policy. The Insurer has the right to make such investigation and conduct negotiations and, with the written consent of the **Insured**, effect settlement of any **Claim** as the Insurer deems reasonable.

If the **Insured** refuses to consent to a settlement or compromise recommended by the Insurer and elects to contest or continue to contest the **Claim**, the Insurer's liability shall not exceed the amount for which the Insurer would have been liable for **Damages** if the **Claim** had been so settled when and as so recommended.

The Insurer shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue the defense of any **Claim**, after the applicable limit of the Insurer's liability has been exhausted by payment of **Damages** and **Claims Expenses** or after deposit of the applicable limit of the Insurer's liability with or subject to control of a court of competent jurisdiction. The duty to defend under the **Defense Extension** terminates when all potentially covered **Claims** are dismissed or withdrawn.

D. Cooperation

The **Insured** shall provide the Insurer with such cooperation, assistance and information as the **Insurer** may request, all without charge to the Insurer.

E. Territory

This Policy applies to **Wrongful Acts** committed by an **Insured** anywhere in the world.

VI. GENERAL CONDITIONS

A. Limits of Liability

1. Limits of Liability - each **Claim**

Subject to paragraph B. below, the Limits of Liability of the Insurer for **Damages** and **Claim Expenses** for each **Claim** first made against the **Insured** and reported to the Insurer during the **Policy Period** shall not exceed the amount stated in the Declarations for each **Claim**.

2. Limits of Liability - in the aggregate

The Limits of Liability of the Insurer for **Damages** and **Claim Expenses** for all **Claims** first made against the **Insured** and reported to the Insurer during the **Policy Period** shall not exceed the amount stated in the Declarations as the aggregate.

B. Deductible

The deductible amount stated in the Declarations is the amount of the Insured's liability for each and every **Claim** and applies to the payment of **Damages** and **Claim Expenses** for each and every **Claim** first made and reported to the Insurer in writing during the **Policy Period**. The deductible shall be paid by the Named Insured, or upon the Named Insured's failure to pay, jointly and severally by all Insureds. The Limits of Liability set forth in the Declarations are in addition to and in excess of the deductible. Each said Deductible shall be paid within thirty (30) days of written demand therefore by the Insurer.

The **Insured** shall be entitled to a reduced Deductible of fifty percent (50%) of the amount stated in the Declarations, up to a maximum reduction of \$50,000, if during the **Policy Period** or any **Extended Reporting Period**, if applicable, a **Claim** is first made against the **Insured** and the **Insured** agrees, at the Company's written request and pursuant to such terms and conditions as the Company requires, to submit such **Claim** to **Mediation** or binding arbitration. The right to elect mediation or arbitration shall be at the Company's sole option provided, however, that no such **Claim** shall be submitted to

mediation or arbitration without prior written consent of the **Insured**. The stated reduction of the deductible (50%) and the limit on the reduction of the deductible (\$50,000) shall not be increased if a **Claim** is mediated or arbitrated more than one time, or if a **Claim** is both mediated and arbitrated.

If two or more policies of Lawyers Professional Liability Insurance issued by the Company covering the **Insured** apply to the same **Claim** or **Claims** for which the **Insured** is jointly and severally liable, the applicability of deductibles shall be determined in the same manner as the limits of liability are determined per Section B. above.

C. Multiple Insureds, Claims and Claimants

The limits of liability shown in the Declarations and subject to the provisions of this Policy is the amount the Insurer will pay as damages and **Claim** expenses regardless of the number of **Insureds**, **Claims** made or persons or entities making **Claims**. If **Claims** for **Interrelated Wrongful Acts** are made against any **Insured** and reported to an Insurer, all such **Claims**, whenever made, shall be considered a single **Claim** first made and reported to an Insurer within the policy period in which the earliest of the related **Claims** was first made and reported to an Insurer.

D. Extended Reporting Periods

1. Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by either the Named Insured or the Insurer, the Named Insured shall have the right to elect an **Extend Reporting Period** following the date of such cancellation or non-renewal as follows:

- one (1) year for an additional premium of 100% of the total annual premium;
- two (2) years for an additional premium of 135% of the total annual premium;
- three (3) years for an additional premium of 150% of the total annual premium;
- five (5) years for an additional premium of 185% of the total annual premium; or
- an unlimited period for an additional premium of 250% of the total annual premium.

2. Non-Practicing Reporting Period

If an **Insured** as specified in Section III. Definitions, shall retire or otherwise cease the private practice of law during the **Policy Period**, then such **Insured**, or, if deceased, such **Insured's** estate, shall have the right to elect an extension of coverage following the date of such **Insured's** retirement or termination of private practice, to report to the **Insurer** any **Claim** which arises from a **Wrongful Act** committed prior to such **Insured's** date of retirement or termination of private practice as follows:

- one (1) year for an additional premium of 100% of the Per Lawyer Annual Premium;
- two (2) years for an additional premium of 135% of the Per Lawyer Annual

Premium;

- three (3) years for an additional premium of 150% of the Per Lawyer Annual Premium;
- five (5) years for an additional premium of 185% of the Per Lawyer Annual Premium; or
- an unlimited period for an additional premium of 250% of the Per Lawyer Annual Premium.

In the event an **Insured** as specified in Section III. Definitions shall: (a) die, except by suicide; (b) become **Totally and Permanently Disabled**; or (c) with three (3) consecutive full years of coverage by the Insurer, retire or otherwise cease the private practice of law during the **Policy Period**, such **Insured** shall be entitled to a five (5) year Non-Practicing Extended Reporting Period at no additional premium.

3. Other Extended Reporting Period Provisions Applicable to Sections 1 and 2 Above

As a condition precedent to the right to purchase the Extended Reporting Period, any and all premiums and deductibles that are due must have been paid and there must be compliance with all other terms and conditions of this Policy. No Extended Reporting Period shall be available when any **Insured's** license or right to practice his or her profession is revoked or suspended by, or surrendered at the request of, any regulatory or judicial authority.

The right to purchase the Extended Reporting Period must be exercised by notice in writing not later than sixty (60) days following the non-renewal or cancellation date of this Policy, and must include payment of premium for the applicable Extended Reporting Period. If such notice is not given to the Insurer, the Named **Insured** shall not, at a later date, be able to exercise such right.

At the commencement of any Extended Reporting Period, the entire premium thereafter shall be deemed earned and in the event the Named Insured terminates the Extended Reporting Period before its expiration date, the Insurer shall not be liable to return any portion of the premium for the Extended Reporting Period.

There is no additional policy limit applicable to the Extended Reporting Period, and it shall not in any way increase, renew or replenish the Limits of Liability as set forth in the Declarations.

E. Firm Changes

The Named **Insured** shall report changes during the **Policy Period** which affect 50% or greater of the Named **Insured's** total lawyer population within sixty (60) days of such change, however, this provision shall not apply if the **Named Insured** had less than six (6) lawyers who met the definition of **Insured** at the inception of this Policy. In the event of a merger, dissolution or acquisition, the Named **Insured** shall notify the Insurer at least thirty (30) days prior to the projected date of such change. In each case, the Insurer will have the right to accept, alter or decline coverage and to charge an additional premium.

F. Other Insurance

Subject to the limitation of coverage as set forth in Part I., Insuring Agreement, Section A., for prior insurance, this insurance shall be in excess of the amount of the applicable Deductible of this Policy and any other valid insurance available to the **Insured**, whether such other insurance is stated to be primary, pro rata, 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. The Insurer shall not have any duty to defend an **Insured** when that **Insured** is defended under another policy of insurance.

G. Subrogation

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

H. Reimbursement of the Insurer

If the Insurer has paid any **Damages** and/or **Claims Expenses** in excess of the applicable Limits of Liability or within the amount of the applicable Deductible, each **Insured** shall be liable to the Insurer for any and all such amounts and, upon demand, shall pay such amounts to the Insurer promptly. If it is negotiated or determined that any **Claims Expenses** are not covered under this Policy, each **Insured** agrees to repay the Insurer the amount of such **Claims Expenses** not covered.

I. Entire Contract

By acceptance of this Policy, each **Insured** agrees that the statements in the Declarations and Application are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between each **Insured** and the Insurer.

J. Notice of Cancellation

This Policy may be cancelled by the Named Insured by surrender of this Policy to the Insurer or by giving written notice to the Insurer stating when thereafter such cancellation shall be effective. The Insurer may only cancel this Policy in the event of non-payment of premium by mailing to the Named Insured, at the address referenced in the Declarations, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If this Policy shall be cancelled by the Named Insured, the Insurer shall retain the customary short rate proportion of the premium hereon. If this Policy shall be cancelled by the Insurer, the Insurer shall retain the pro-rata proportion of the premium hereon. Premium adjustments and returns shall be made at the time cancellation is effective or as soon as possible after that time. Payment or tender of unearned premium shall not be a condition of cancellation.

K. Named Insured - Sole Agent

The Named **Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any amendments to or cancellation of this Policy, for the purpose of receiving such notices as may be required by law and/or any provision(s) of this Policy, for the completing of any Application and the making of any representations, for the payment of any premium and the receipt of any return premium that may become due under this Policy, for the payment of any Deductible obligations that may become due under this Policy, and the exercising or declining to exercise any right under this Policy, including declining or exercising any Extended Reporting Period.

L. Assignment

No change in, modification of, or assignment of, interest under this Policy shall be effective except when made by written endorsement signed by an authorized representative of the Insurer.

M. Action Against the Insurer

No action shall be taken against the Insurer unless, as a condition precedent thereto, the **Insured** has fully complied with all the terms and provisions of this Policy. In addition, no action shall be taken against the Insurer until the amount of any **Insured's** obligation or liability to a third party has been finally determined by an award or judgment against any **Insured** in an actual adjudicatory proceeding;

No entity shall have the right under this Policy to join any **Insured** in any action or proceeding against an Insurer to determine the Insurer's liability nor shall the Insurer be impleaded in an action or proceeding by any **Insured** or its legal representative.

N. Titles

The titles of paragraph sections or endorsements in, or of, this Policy are intended solely for convenience and reference, and are not deemed in any way to modify the provisions to which they relate.