

# The Fire Mark

## Application for Intellectual Property Lawyers' Professional Liability Insurance

### CLAIMS MADE AND REPORTED COVERAGE – PLEASE READ ALL POLICY PROVISIONS

10/22/2004

NOTICE: EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR COVERED ACTS COMMITTED SUBSEQUENT TO THE RETROACTIVE DATE, IF APPLICABLE, FOR WHICH CLAIMS ARE FIRST MADE AGAINST YOU WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED TO US NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THIS POLICY. THE COVERAGE OF THIS POLICY DOES NOT APPLY TO CLAIMS FIRST MADE AGAINST YOU AFTER THE TERMINATION OF THIS POLICY UNLESS, AND IN SUCH EVENT ONLY TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES

Please fully answer all questions in ink. Complete all sections, including the appropriate supplements. If space is inadequate to answer all questions in full, please provide details on a supplemental sheet of paper.

*Throughout this application the words, "you" and "your" refer to the applicant herein and any subsidiary, partner, officer, director, member, covered independent contractor or employee of the applicant).*

*The words "we", "us" and "our", refer to the insurance company to which this application is made.*

**WARNING – COLORADO, FLORIDA, HAWAII, KENTUCKY, LOUISIANA, MAINE, NEW JERSEY, NEW MEXICO, NEW YORK, OHIO, OKLAHOMA, PENNSYLVANIA AND VIRGINIA RESIDENTS ONLY.**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime and may be subject to fines and confinement in prison (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation). (For COLORADO residents only: Any insurance company or agent of an insurance company who knowingly provide false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance with the Department Regulatory Authority Agencies). For Hawaii residents only: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss is a crime punishable by fines or imprisonment, or both). For LOUISIANA residents only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**PLEASE ENSURE THAT THE APPROPRIATE SUPPLEMENTS ARE COMPLETED AND ATTACHED.**

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1. Name of Applicant: \_\_\_\_\_
2. Structure of Organization:  
 Individual    Partnership    PA    PC    LLC    LLP    Other: \_\_\_\_\_
3. Principal Location:  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
4. Contact Person:  
 Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ email: \_\_\_\_\_
5. Do you have any branch offices?  Yes  No   Number: \_\_\_\_\_  
*If yes, please complete a branch office supplement for each branch office.*
6. Date original firm was established: \_\_\_\_\_   Current Firm: \_\_\_\_\_
7. Do you wish to obtain coverage for predecessor firms?  Yes  No  
*If yes, please complete a predecessor firm supplement.*
8. Are there any material pending changes in the organization such as a merger, acquisition, other change in ownership or restructuring?  Yes  No  
*If yes, please provide complete details in a separate written narrative.*
9. Total number of:  
 Partners, Shareholders, Owners, Principals, Members: \_\_\_\_\_  
 Associates/Employed Lawyers: \_\_\_\_\_  
 Of Counsel/Independent Contractors (attach supplements): \_\_\_\_\_  
 Patent Agents: \_\_\_\_\_  
 Paralegals: \_\_\_\_\_  
 Law Clerks: \_\_\_\_\_  
 Legal Secretaries: \_\_\_\_\_  
 Office Administrators/Managers (Non-Attorney): \_\_\_\_\_
10. In the past 12 months how many attorneys have left the firm: \_\_\_\_\_  
 In the past 12 months how many attorneys have joined the firm: \_\_\_\_\_  
 Approximately how many attorneys does the firm plan to add during the next 12 months: \_\_\_\_\_

11. Identify your lawyers professional liability insurance for the past five years

Policy Period	Insurance Company	Limits	Deductible	Premium
to				
to				
to				
to				
to				

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12. Does your current policy have a prior acts or retroactive date?  Yes  No  
If yes, what is the date: \_\_\_\_\_
13. What is the inception date of your earliest "claims made" policy maintained without interruption? \_\_\_\_\_
14. Has any professional liability insurance for the applicant, present or past partners, employees or "of counsel" ever been declined or cancelled, refused to be renewed or accepted only on special terms? *If yes, please provide a detailed narrative. (Missouri applicants need not respond)*  Yes  No
15. Does your current policy have any other endorsements that exclude or modify coverage? *If yes, please attach a copy of the endorsement(s).*  Yes  No
16. List the firm's estimated gross income for the past 12 months: \_\_\_\_\_  
List the firm's estimated gross income for the prior 12 months: \_\_\_\_\_  
List the firm's estimated gross income for the next 12 months: \_\_\_\_\_
17. How many suits against your clients for recovery of attorneys' fees have you filed in the past two years? \_\_\_\_\_
18. How many of these suits have been resolved? \_\_\_\_\_
19. What percentage of your billings are 90 days or more overdue? \_\_\_\_\_
20. Does the applicant, or any partner, shareholder, member, associates or employee of the applicant accept royalties or equity in a client's business as payment or partial payment for services?  Yes  No
21. Do you share any of the following with other attorneys or law firms?  
Office Space  Yes  No  
Support Staff  Yes  No  
Letterhead  Yes  No  
Cases  Yes  No
22. Does the applicant employ a firm administrator?  Yes  No
23. Is the firm managed by a committee that meets on a regularly scheduled basis?  Yes  No
24. Does the firm have written risk management procedures?  Yes  No
25. Does the applicant use a formal system to evaluate the performance of all practicing lawyers?  Yes  No
26. Does the applicant use a formal system to evaluate the performance of all staff?  Yes  No
27. Are new clients and new matters approved by a committee or partner of the firm?  
*If no, please explain on a separate addendum.*  Yes  No

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28. Indicate the percentage of gross income for the past fiscal year derived from the following areas of practice (**total must equal 100%**):

### Intellectual Property Services

Intellectual Property Litigation:	_____%
Intellectual Property Trademark Registration:	_____%
Intellectual Property Trademark Search:	_____%
Patent/Copyright/Trademark Licensing:	_____%
Intellectual Property Counseling:	_____%
Intellectual Property Infringement/Opinions:	_____%
Domestic Patent Prosecution:	_____%
Foreign Patent Prosecution:	_____%
Domestic Patent Searches:	_____%
Foreign Patent Searches:	_____%
Other Intellectual Property Services (describe on an addendum):	_____%
<b>Subtotal of all Intellectual Property Services:</b>	<b>_____%</b>

### Other Legal Services

Arbitration/Mediation:	_____%
Admiralty/Maritime:	_____%
Bankruptcy:	_____%
Collection/Repossessions:	_____%
Commercial Litigation:	_____%
Criminal Law:	_____%
Domestic Relations:	_____%
Insurance Defense:	_____%
Workers' Compensation Defense:	_____%
Other Defense:	_____%
Anti-Trust/Trade Regulation:	_____%
Commercial Transactions:	_____%
Corporate Formation/Alteration:	_____%
International/Foreign Law:	_____%
Labor/Management Representations:	_____%
Government/Municipal (Not Bonds):	_____%
Tax (preparation of returns):	_____%
Estate/Trust/Probate:	_____%
Entertainment/Sports:	_____%
Environmental:	_____%
Labor - Labor Representation:	_____%
Pension & Employee Benefits:	_____%
Mergers & Acquisitions:	_____%
Oil, Gas or Mining:	_____%
Tax Opinions:	_____%
Workers' Compensation Plaintiff:	_____%
Personal Injury Plaintiff:	_____%
Banking/Financial Institutions:	_____%
Real Estate:	_____%
Securities:	_____%
Other (describe on an addendum):	_____%
<b>Subtotal of Other Legal Services:</b>	<b>_____%</b>
<b>Total</b>	<b>100 %</b>

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29. Indicate the percentage of clients (based upon annual fees) for whom you provide intellectual property services in the following industries:
- Aerospace/Aviation: \_\_\_\_\_%
- Chemical: \_\_\_\_\_%
- Electronics/Computers/Semiconductors/Software: \_\_\_\_\_%
- Mechanical/Engineering/Other Heavy Industry: \_\_\_\_\_%
- Pharmaceuticals/Medical/Biology: \_\_\_\_\_%

30. Does the applicant represent any client with annual sales in excess of \$100 Million?  
*If yes, please provide details of such clients and years represented*  Yes  No

31. According to gross billings, please list the 5 largest clients of the applicant. *If confidentiality is required, please only describe the nature of business and legal services provided.*

Name of Client	Nature of client's business	Legal services provided

32. Has your firm, or anyone in your firm, in the past five years, ever represented issuers, underwriters, or affiliates thereof with respect to the issuance, offering or sale of securities or bonds? *If yes, please complete the securities supplement.*  Yes  No
33. Is it the policy and practice of the applicant that all patent searches are subject to an engagement letter? *If no, please explain on an addendum.*  Yes  No
34. Does the patent search engagement letter set out the nature and the scope of limitations of the patent search? *If no, please explain on an addendum.*  Yes  No
35. Does the applicant engage the services of a third party to undertake patent searches? *If yes, please explain on an addendum.*  Yes  No
36. Is it the policy and practice of the applicant that the results of all patent searches are detailed in a formal written opinion letter? *If no, please explain on an addendum.*  Yes  No
37. Does the formal written opinion letter set out the nature and scope of limitations of the patent search? *If no, please explain on an addendum.*  Yes  No
38. Is the applicant's responsibility for payment of maintenance fees, taxes or annuities detailed in an engagement letter? *If no, please explain on an addendum.*  Yes  No
39. If a client is responsible for payment of maintenance fees, taxes or annuities, are written notices sent to the client at least 90 days in advance of the due date? *If no, please explain on an addendum.*  Yes  No

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40. Does the applicant have a separate foreign patent, trademark and copyright department?  Yes  No  
*If yes, does the applicant maintain an independent docket control system?*  Yes  No  
*Describe the extent of foreign patent work performed by:*  
*The applicant:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Associate counsel:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
41. Describe the services performed by Patent Agents of behalf of the applicant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
42. Describe the applicant's procedures of supervising Patent Agents:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
43. Are engagement letters or retainer agreements, that establish the scope of the applicant's representation, required to be sent on all new client engagements?  Yes  No  
*If no, please explain on an addendum.*
44. Are billing arrangements, if any, explained in writing to the client at the outset of the applicant's representation?  Yes  No  
*If no, please explain on an addendum.*
45. Are non engagement letters required to be used when declining representation? *If no, please explain on an addendum.*  Yes  No
46. Are disengagement letters or termination letters required to be used upon terminating or completing the legal representation? *If no, please explain on an addendum.*  Yes  No
47. Do you send monthly billing/contingency fee statements to your clients? *If no, please explain on an addendum.*  Yes  No
48. Do you send periodic file status updates to your clients? *If no, please explain on an addendum.*  Yes  No
49. Are at least 2 independent calendars maintained and cross referenced by different individuals? *If no, please explain on an addendum.*  Yes  No  
What types of calendars do you use?  Pocket Diary  Single Calendar  Dual Calendars  Tickler  
 Computer  Master Listing
50. Does the control system include:  Litigated Items  Non-litigated items  
 Statute of Limitations  Dates of Long Term Matters  
 Renewal Dates for Patents, Trademarks & Copyrights

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51. How frequently are deadlines cross-checked? (check all that apply)  
 Daily  Weekly  Monthly  Other: \_\_\_\_\_
52. How does the applicant maintain its conflict of interest system? (check all that apply)  
 Oral/Memory  Index File  Computer  Conflict Committee  Other: \_\_\_\_\_
53. Are any of the applicant's lawyers, a director or officer of, a partner in, hold equity interest in, or an employee of a business entity other than the applicant? *If yes, please complete the Outside Interest supplement.*  Yes  No
54. Has any member of your firm handled class action or mass tort litigation in the past five years?  Yes  No
55. How many claims, incidents, demands and/or disciplinary matters, have been reported to your firm or any past or present partners, employees, or "of counsel" in the past 5 years? \_\_\_\_\_
56. How many incidents, circumstances, errors, omissions or offences, which may result in a claim being made against your firm, are you now aware of (that you have not indicated in question 55.)? \_\_\_\_\_

**PLEASE ENTER A NUMERIC ANSWER AND COMPLETE A SUPPLEMENT FOR EACH CLAIM OR INCIDENT REFERRED TO IN QUESTIONS 55 AND 56.**

57. Please indicate the limits of liability and deductible options requested:
- Limits of Liability
- \$250,000 per claim / \$250,000 aggregate  
 \$250,000 per claim / \$500,000 aggregate  
 \$500,000 per claim / \$500,000 aggregate  
 \$500,000 per claim / \$1,000,000 aggregate  
 \$1,000,000 per claim / \$1,000,000 aggregate  
(Please note that these represent the only limit options available)
- Deductible
- \$5,000 per claim  
 \$5,000 per claim / \$5,000 aggregate  
 \$10,000 per claim  
 \$10,000 per claim / \$10,000 aggregate  
 \$15,000 per claim\*  
 \$25,000 per claim\*  
 \$50,000 per claim\*  
 \$100,000 per claim\*  
 \$250,000 per claim\*

\* Please attach a copy of your most recent financial statement  
(Please note that these represent the only deductible options available)

58. Please attach resumes of all attorneys and specimen letterhead.

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In granting coverage to any of the Insureds, Gotham Insurance Company has relied upon the declarations and statements in this application for coverage. All such declarations and statements are the basis of coverage and will be considered incorporated in and constituting part of the policy should one be issued.

The undersigned authorized representative of the firm hereby declares that the statements set forth herein are true. The undersigned agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, the undersigned will, in order for the information to be accurate on the effective date of the insurance, immediately notify Gotham Insurance Company of such change(s) and Gotham Insurance Company may withdraw or modify any outstanding quotations and authorization or agreement to bind the insurance.

Signing of this application does not bind the firm or the company to complete the insurance, but it is agreed that this application will be the basis of the contract should a policy be issued, and it will become part of the policy as if physically attached.

All supplements, written statements and other materials furnished to the company in conjunction with this application are hereby incorporated by reference into this application and made a part hereof. Nothing contained herein or incorporated herein by reference will constitute notice of a claim or potential claim so as to trigger coverage under any contract of insurance.

\_\_\_\_\_  
Authorized Representative of the Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (must be signed by principal of Firm)