



General Star Indemnity Company  
120 Long Ridge Road  
STAMFORD, CONNECTICUT 06902-1843  
(A stock insurance Company, herein called the Company)

NOTICE

**LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY**

**THIS IS A CLAIMS-MADE AND REPORTED POLICY**

THIS LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE **CLAIMS**, THAT ARISE FROM **PROFESSIONAL SERVICES** RENDERED ON OR AFTER THE **RETROACTIVE DATE** AS STATED ON THE DECLARATIONS PAGE AND BEFORE THE END OF THE **POLICY PERIOD**, WHICH ARE FIRST MADE AGAINST THE **INSURED** AND FIRST REPORTED IN WRITING TO THE COMPANY DURING THE **POLICY PERIOD** OR APPLICABLE EXTENDED REPORTING PERIOD.

PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. ALL WORDS OR PHRASES (OTHER THAN CAPTIONS) THAT ARE PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. PLEASE DISCUSS ANY QUESTIONS CONCERNING THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THIS INSURANCE CONTRACT IS WITH A COMPANY NOT LICENSED TO TRANSACT INSURANCE IN THE **NAMED INSURED'S** STATE OF DOMICILE AND IS ISSUED AND DELIVERED AS A SURPLUS LINES COVERAGE PURSUANT TO THE INSURANCE STATUTES.

**WHAT TO DO IN CASE OF A CLAIM**

The **Named Insured** must comply with the reporting procedures of **SECTION V – DUTY TO REPORT A POTENTIAL CLAIM OR CLAIM(S)** of this Policy by contacting the Company in writing as follows:

General Star Management Company  
Casualty Claims  
P.O. Box 1255  
Stamford, CT 06904  
Fax: 866-464-3678  
E-Mail: [GStarClaims@generalstar.com](mailto:GStarClaims@generalstar.com)

Note: Failure to promptly report a **Claim** could jeopardize your coverage.

**IMPORTANT**

This Policy is not effective unless a Declarations Page is issued.

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**SPECIMEN**

## LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

### THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium, and in reliance upon the statements in the **Application** and the Declarations Page and subject to the Limits of Liability, Exclusions, Conditions and other terms of this Policy, General Star Indemnity Company, herein called the Company, agrees with the **Named Insured** as follows:

#### SECTION I - COVERAGE

##### A. Damages

The Company shall pay on behalf of the **Insured** all sums in excess of the Deductible which the **Insured** becomes legally obligated to pay as **Damages** for **Claims** first made against the **Insured** during the **Policy Period** and first reported to the Company in writing as soon as practicable during the **Policy Period** or within the applicable Extended Reporting Period; provided always that such **Wrongful Act** takes place:

1. During the **Policy Period**; or
2. Prior to the **Policy Period** provided that:
  - a. Such **Wrongful Act** and any **Related Wrongful Act** took place on or after the **Retroactive Date**; and
  - b. At the Inception Date of this Policy no **Insured** had knowledge of any fact, circumstance, situation, or **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against an **Insured**.

##### B. Defense

The Company shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** to which this insurance applies even if any of the allegations of the **Claim** are groundless, false or fraudulent. However, the Company shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** to which this insurance does not apply. The Company, at its option, shall select and assign defense counsel; however, the **Insured** may engage additional counsel, solely at its own expense, to associate in the defense of any covered **Claim**. The **Insured** shall not assume any obligation, incur any costs, charges, or expenses or enter into any settlement without the Company's consent.

The Company shall also have the right to negotiate any settlement, as it deems expedient, but the Company shall not commit the **Named Insured** to any settlement without the **Named Insured's** consent. If the **Named Insured** refuses to consent to any settlement recommended by the Company, and elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the Company shall be relieved of any further duty to defend the **Claim**. Thereafter, the Company shall have the right, but not the obligation, to withdraw from further defense of such **Claim** by tendering control of said defense to the **Insured**. The **Insured** agrees to accept such tender. The maximum amount the Company shall pay for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, including the **Claims Expenses** incurred or authorized by the Company up to the date of such refusal.

In no event shall the Company be obligated to pay **Damages** or **Claims Expenses** or to defend, or continue to defend, any **Claim** after the applicable Limit of Liability as stated on the Declarations Page has been exhausted by payment of **Damages** or **Claims Expenses**.

##### C. Disciplinary Proceedings

1. If, during the **Policy Period**, a **Disciplinary Proceeding** is made against an **Insured** by reason of a **Wrongful Act** fully occurring on or after the **Retroactive Date** and such **Disciplinary Proceeding** is reported to the Company in writing as soon as practicable during the **Policy Period** or within sixty (60) days thereafter, the Company shall indemnify the **Insured** for reasonable fees, costs and expenses paid to third parties, other than an **Insured**, in defending such **Disciplinary Proceeding**. The maximum amount payable, regardless of the number of **Disciplinary Proceedings** or the number of **Insureds**, shall be an aggregate amount of \$10,000 per **Policy Period**. The Deductible shall not apply to this provision. Any payments made by the Company under this provision shall be in addition to the applicable limits of liability.
2. The Company shall have neither the right nor the duty to defend a **Disciplinary Proceeding**. The Company shall not be obligated to pay any award, penalty, sanction, cost or order of restitution resulting from any **Disciplinary Proceeding**.

## SECTION II – WHO IS INSURED

Each of the following is an **Insured** under this Policy to the extent set forth below:

- A. The entity or person designated as the **Named Insured** on the Declarations Page;
- B. Any **Predecessor Firm** of the **Named Insured**;
- C. Any past or present partners, officers, directors, stockholders, members, managing members or employees of any entity specified in Paragraph A. or B. of this Section, but only with respect to **Claims** arising out of **Wrongful Acts** that took place while acting within the scope of their duties on behalf of such entity and while employed by such entity;
- D. Any “of counsel” or independent contractor who is a natural person, but solely with respect to **Professional Services** performed on behalf of an entity specified in Paragraph A. or B. of this Section pursuant to a written contract with such entity; or
- E. The estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** in the event of such **Insured’s** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this Policy.

## SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE

- A. The maximum liability of the Company for all **Damages** and **Claims Expenses** resulting from each **Claim** covered under this Policy shall not exceed the Each **Claim** Limit of Liability stated in Item 4.a. of the Declarations.
- B. The maximum liability of the Company for the combined total of all **Damages** and **Claims Expenses** arising from any and all **Claims** covered under this Policy shall not exceed the Aggregate Limit of Liability stated in Item 4.b. of the Declarations.
- C. All **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same **Wrongful Act** or any **Related Wrongful Act** or one or more of a series of similar, repeated, or continuous **Wrongful Acts** or **Related Wrongful Acts** shall be deemed to be a single **Claim** subject to the Each **Claim** Limit of Liability stated in Item 4.a. of the Declarations. All such **Claims** constituting a single **Claim** shall be deemed to have been first made on the date on which the earliest of such **Claims** is first made even if such date is before the **Policy Period**. The inclusion of more than one **Insured** in any **Claim** or the making of **Claims** by more than one person or organization shall not operate to increase the Limits of Liability stated in Item 4. of the Declarations.
- D. If two or more policies of insurance issued by the Company or any of its affiliated companies apply to the same claim, the Company shall not be liable for any amount greater than the limit of liability of the policy which has the highest applicable limit of liability. If the limit of liability on each policy is the same, only one limit will apply.
- E. The Company shall only be liable for those amounts payable as **Damages** and/or **Claims Expenses** which are in excess of the Deductible stated in Item 5. of the Declarations. The Deductible shall apply separately to each **Claim** and shall be paid by the **Named Insured**. The **Named Insured** shall promptly make direct payments within the Deductible to the appropriate parties as designated by the Company. The Company shall have no obligation to make payments within the Deductible. If the **Named Insured** fails to pay the Deductible, then all **Insureds** shall be jointly and severally obligated to pay the Deductible. If the Company brings suit to collect such amounts, then the **Insureds** responsible to pay such amounts shall pay the legal fees, costs, and expenses incurred by the Company to collect such amounts.
- F. There are no separate or additional Limits of Liability for any Extended Reporting Period.

## SECTION IV – TERRITORY

To be covered under this Policy, a **Claim** must be made and maintained within the United States of America, its territories, possessions, Puerto Rico or Canada.

## SECTION V – DUTY TO REPORT A POTENTIAL CLAIM OR CLAIM(S)

### A. Duties in the Event an Insured Becomes Aware of a Potential Claim

If, during the **Policy Period**, an **Insured** becomes aware of any **Wrongful Act**, fact, circumstance or situation that might reasonably be expected to give rise to a **Claim**, the **Insured** must notify the Company in writing as soon as practicable, but in no event later than the end of the **Policy Period**. Any **Claim** that subsequently arises out of such **Wrongful Act**, fact, circumstance or situation shall be considered to be a **Claim** made and reported during the **Policy Period** in which such written notice of the potential **Claim** was first received by the Company. Such notice of potential **Claim** shall include all demand letters and the fullest information obtainable surrounding the **Wrongful Act**, fact, circumstance or situation.

### B. Duties In the Event of a Claim

If a **Claim** is made against an **Insured**, the **Insured** must:

1. Immediately record the specifics of the **Claim** and the date received;
2. Provide the Company with written notice of the **Claim** as soon as practicable, but in no event later than sixty (60) days after the end of the **Policy Period**; and
3. Immediately send the Company copies of any demand letters, pleadings, notices, summonses, or other legal papers received in connection with the **Claim**.

## SECTION VI - EXCLUSIONS

The Company has no obligation under this Policy to pay **Damages** or **Claims Expenses** or to provide a defense, in connection with any **Claim**:

- A. based upon or arising out of any fact, circumstance, situation, **Wrongful Act** or **Related Wrongful Act** that has been the subject of any notice or **Claim** reported under any other policy of insurance prior to the Inception Date of the **Policy Period**;
- B. based upon or arising out of any:
  1. Dishonest, fraudulent, criminal, knowingly wrongful, willful, malicious or intentional act, error, omission, offense or **Personal Injury**;
  2. Criminal investigation, criminal proceeding or prosecution against any **Insured**;
  3. Intentional misrepresentation; or
  4. Willful, intentional or knowing violation of the laws, statutes, rules or regulations (including, but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), or other actual or alleged violations of state or federal anti-trust, price-fixing, restraint of trade or deceptive trade practice laws, rules or regulations);

However, except for any criminal investigation, criminal proceeding or prosecution against any **Insured**, this exclusion shall not apply to strictly vicarious liability of an innocent **Insured**, whose conduct, as stated in this exclusion, was not committed by, at the direction of or with the knowledge of, such innocent **Insured**.

The **Insured** shall reimburse the Company for all **Claims Expenses** incurred if the **Insured's** acts, errors, omissions, offenses or **Personal Injury** are found to be a conduct stated in this exclusion.

- C. any actual or alleged **Bodily Injury**, emotional distress or mental anguish, or actual or alleged damage to, or destruction of any tangible property, including loss of use thereof;
- D. based upon or arising out of any assault, battery, or trespass by any **Insured**;
- E. by or on behalf of any **Insured** or any other individual or professional corporation who is or was a partner, principal, officer, director, stockholder, member, or employee of the **Named Insured** or **Predecessor Firm**;
- F. based upon or arising out of any **Insured's** capacity as a public official or an employee of a governmental body, subdivision or agency unless the **Insured** is deemed to be such solely because the **Insured** has rendered legal services to such governmental body and the remuneration for such legal services has inured to the benefit of the **Named Insured** or **Predecessor Firm**;
- G. based upon or arising out of any pre or post formation business enterprise other than the **Named Insured**

or a **Predecessor Firm** which is, was, or will be more than 5% owned by any **Insured** or in which any **Insured** is or was an officer, director, partner, manager, or employee, or which is or was directly or indirectly controlled, operated or managed by any **Insured**, either individually or in a fiduciary capacity;

This exclusion applies whether or not the **Insured's** activities also constitute or involve **Professional Services**.

- H. based upon or arising out of any actual or alleged investment advice, promotion, sale, solicitation, or recommendation of any real estate, securities, cryptocurrencies (or crypto currencies), digital currencies, virtual currencies, bit currencies or other investments by any **Insured**;
- I. based upon or arising out of:
  - 1. any actual or alleged conversion, misappropriation or improper commingling of funds or real property;
  - 2. the return, restitution, or disgorgement of fees, commissions, costs or expenses;
  - 3. the inability to pay, collect or safeguard money; or
  - 4. any improper transfer, payment or delivery of funds, money, securities or property caused or induced by false, fraudulent or unauthorized instructions;
- J. based upon or arising out of:
  - 1. any obligation of the **Insured** or another for whom any **Insured** is legally liable under any worker's compensation, unemployment compensation, social security or disability benefits law, or under any similar law;
  - 2. any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar provision of any federal, state, local or foreign regulation, statute, rule or law;
- K. based upon or arising out **Professional Services** provided to a trust or estate if any **Insured** is, was or becomes a beneficiary or distributee of such trust or estate;
- L. based upon or arising out any liability assumed by an **Insured** under any oral or written contract or agreement, including any warranty, except that this exclusion shall not apply to liability the **Insured** would have in the absence of such contract, agreement or warranty;
- M. based upon or arising out any defects in title of which any **Insured** had actual knowledge as of the date of issuance of the title insurance policy, or any breach of underwriting authority by an **Insured** in the **Insured's** capacity as a title insurance agent;
- N. based upon or arising out any actual or alleged certification or acknowledgement by any **Insured**, in his or her capacity as a notary public, of a signature on a document which the **Insured** did not witness being placed on the document;
- O. based upon or arising out any **Insured's** actual or alleged infringement of intellectual property rights, including without limitation plagiarism, piracy or misappropriation of ideas or trade secrets, infringement of copyright, patent, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name;
- P. based upon or arising out of:
  - 1. employment-related practices by an **Insured** including but not limited to any workplace discrimination or harassment, abusive or hostile work environment, wrongful discharge or termination, wrongful demotion or discipline, retaliation, employment-related misrepresentation, negligent hiring, supervision, performance evaluation, wrongful reference or any **Insured's** violation of the:
    - a. National Labor Relations Act, Worker Adjustment and Retraining Notification Act, Consolidated Omnibus Budget Reconciliation Act, Occupational Safety and Health Act, or Family and Medical Leave Act, including amendments thereto or any similar provision of any federal, state, local or foreign regulation, statute, rule or law; or
    - b. Fair Labor Standards Act, including amendments thereto or any similar provision of any federal, state, local or foreign regulation, statute, rule or law governing the classification of employees to determine their eligibility for compensation or the payment of wages, overtime, on-call time, rest periods, expense reimbursement, or minimum wages;
  - 2. **Sexual Harassment** by any **Insured**, including any unwelcome sexual advance, request for a sexual favor, or other conduct of a sexual nature against another; or



3. discrimination of any kind by any **Insured**, including but not limited to discrimination due to or on the basis of age, sex, race, color, religion, disability, marital status, pregnancy, national origin, HIV or AIDS status, sexual origin, sexual orientation, or sexual preference or other status that is protected pursuant to any federal, state, local or foreign regulation, statute, rule or law;
- Q. based upon or arising out of any actual or alleged access to, theft of, or use of an **Insured's** computer hardware, software, web site, electronic systems, network or programs by an unauthorized person or entity, or access by an authorized person in an unauthorized manner, or the transmission or receipt of unauthorized, corrupting, or harmful computer code, including but not limited to adware, cookies, malware, viruses, spyware, Trojan horses, logic bombs or worms;
- R. based upon or arising out of any **Insured's** actual or alleged violation of:
1. The Securities Act of 1933, the Securities Exchange Act of 1934, any state Blue Sky laws, or any other law, rule, or regulation governing the registration, offering, issuance, purchase, or sale of securities, including but not limited to debt securities, equity securities, derivatives, or cryptocurrencies (or crypto currencies), digital currencies, virtual currencies or bit currencies;
  2. The Telephone Consumer Protection Act 47 U.S.C. Section 227, CAN-SPAM Act of 2003, or any Federal Communications Commission regulation or similar provision of any federal, state, local or foreign regulation, statute, rule or law limiting or prohibiting facsimile, electronic mail or any other means of communication; or
  3. The Fair Debt Collection Practices Act, Fair Credit Reporting Act;
- S. based upon or arising out of:
1. any actual or alleged nuclear reaction, nuclear radiation, seepage, discharge, dispersal, pollution, release of asbestos, lead, mold or contamination of any kind, or any request, demand or order that any **Insured** test for, monitor, clean up, remove or treat asbestos, lead, mold, pollution or contamination of any kind;
  2. war or terrorism, including undeclared or civil war, insurrection, invasion, act of foreign enemy, civil commotion, usurped power, rebellion, revolution, expropriation or nationalization or any act or condition incident to any of the foregoing; or
  3. any seizure or destruction of property by order of governmental authority.
- T. based upon, arising out of, directly or indirectly resulting from or in any way involving:
1. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
  2. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **Electronic Data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by any **Insured** or others arising out of that which is described in Paragraph 1. or 2. above.

As used in this exclusion, **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- U. based upon, arising out of, directly or indirectly resulting from or in any way involving any actual or alleged, cost or expense based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, **Abuse Or Molestation**.
- V. based upon, arising out of, directly or indirectly resulting from or in any way involving any actual or alleged gain of any personal profit or advantage to which **Insured** is not legally entitled;

## SECTION VII – DEFINITIONS

Whenever printed in boldface type, and whether in singular or plural form in this Policy, the following terms shall have the meanings indicated below:

A. **Abuse Or Molestation** means conduct of any kind of a sexual nature, including:

1. The alleged, actual, threatened, unwelcome or offensive:
  - a. Conduct of a sexual nature, including sexual abuse or molestation by anyone of any one or more persons; or
  - b. Verbal or written conduct of a sexual nature or other conduct of a sexual nature using visual images, and conduct of a sexual nature by electronic means by anyone of any one or more persons;

Including:

2. The negligent:
  - a. employment;
  - b. investigation;
  - c. supervision;
  - d. reporting to proper authorities, or failure to so report; or
  - e. retention;

of a person for whom any **Insured** is or ever was legally responsible and whose conduct would be described by Paragraph A. 1. a. or b. above; and

3. Breach of any legal obligation arising out of any **Abuse or Molestation**, or suspected or threatened **Abuse or Molestation**, or breach of any duty to any person abused or molested.

B. **Application** means all signed applications for this Policy, including any attachments and other materials submitted in connection with the underwriting of this Policy or any previous policies issued by the Company of which this Policy is a direct or indirect replacement or renewal.

C. **Bodily Injury** means bodily injury, sickness, disease, emotional distress or mental anguish sustained by a person, including death resulting from any of these at any time.

D. **Claim** means:

1. a written demand for monetary damages, including the service of **Suit** or institution of arbitration proceedings, by reason of a **Wrongful Act**; or
2. a written request that an **Insured** sign an agreement to toll the statute of limitations, by reason of a **Wrongful Act**.

**Claim** shall not include a **Disciplinary Proceeding**. A **Claim** shall be deemed to have been first made at the time written notice of the **Claim** is first received by any **Insured**.

E. **Claims Expenses** means:

1. fees charged by any lawyer designated by the Company to defend the **Insured**; and
2. if authorized by the Company, all other reasonable fees, costs and expenses resulting from the investigation, adjustment, defense or appeal of any **Claim**, including the cost of appeal bonds; however, the Company shall have no obligation to apply for or furnish appeal bonds on behalf of any **Insured**.

**Claims Expenses** shall not include salaries and expenses of regular employees or officers of the Company or any salaries, wages, fees, costs or expenses of any **Insured**. **Claims Expenses** shall be part of, and not in addition to, the Limits of Liability stated in Item 4. of the Declarations.

F. **Damages** means the monetary portion of any judgment, award or settlement, provided always that **Damages** shall not include:

1. Taxes, civil fines, criminal fines, sanctions, fees, restitution or penalties imposed by law, statute, regulation or court rule, or any amount awarded in a **Disciplinary Proceeding**;
2. Punitive or exemplary damages, or the multiplied portion of multiplied damages;
3. Any amounts deemed uninsurable under the law pursuant to which this Policy may be construed;



4. The cost to comply with any form of injunctive or other non-monetary or declaratory relief;
  5. Any amounts payable by any **Insured** for, or for the return of, fees, commissions, profits or charges for services or consideration;
  6. The amount of funds, money, securities or property that an **Insured** transferred or failed to transfer as a result of false, fraudulent or unauthorized instructions; or
  7. **Claims Expenses.**
- G. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official or agency against any **Insured** to investigate actual or alleged professional misconduct in rendering or failing to render **Professional Services.**
- H. **Insured** means any person or organization qualifying as an **Insured** under **SECTION II – WHO IS INSURED** of this Policy.
- I. **Named Insured** means the person or organization shown on the Declarations Page as the **Named Insured.**
- J. **Personal Injury** means:
1. False arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution; or
  2. The publication or utterance of a libel, slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.
- K. **Policy Period** means the period from the Inception Date to the Expiration Date of this Policy as shown on the Declarations Page, or its earlier termination date, if any.
- L. **Predecessor Firm** means a legal entity, which was engaged in the practice of law, to whose financial assets and liabilities the **Named Insured** is the majority successor in interest prior to the Inception Date of the **Policy Period.**
- M. **Professional Services** means services arising out of the conduct of the **Insured's** profession as a lawyer or as a lawyer acting in the capacity of an arbitrator, mediator, title insurance agent, escrow agent, notary public, or as a member, director, or officer of any Bar Association, its governing board or any of its committees. **Professional Services** shall include services as an administrator, conservator, executor, guardian, or in a similar fiduciary capacity, or trustee, if such services are usual and customary to the practice of law and are in the rendering of professional legal services to others in an attorney/client relationship.
- In all events, coverage as is afforded with respect to **Professional Services** shall only apply for services performed by an **Insured** for remuneration inuring to the benefit of the **Named Insured** or **Predecessor Firm**, or on a pro bono basis, if, prior to the performance of such services, a partner, director or officer of the **Named Insured** or **Predecessor Firm** approved of such services without a fee.
- N. **Related Wrongful Acts** means **Wrongful Acts** that have in common any fact, circumstance, situation, event, transaction, cause, or series of causally or logically connected facts, circumstances, situations, events, transactions or causes.
- O. **Retroactive Date** means the date specified in Item 6. of the Declarations.
- P. **Sexual Harassment** means actual, threatened, unwelcome or offensive:
1. Conduct, including sexual abuse or molestation, by anyone of any one or more persons; or
  2. Verbal or written conduct or other conduct using visual images, and conduct using electronic means by anyone of any one or more persons; against a present or former employee of, or an applicant for employment with, the **Insured.**
- Q. **Suit** means a civil adjudicatory proceeding in a court of law in the United States of America, its territories, possessions, Puerto Rico or Canada.
- R. **Wrongful Act** means any actual or alleged act, error, omission, or **Personal Injury** arising out of **Professional Services** rendered by an **Insured** for others.

**SECTION VIII – AUTOMATIC AND OPTIONAL EXTENDED REPORTING PERIODS**

**A. Automatic Extended Reporting Period**

In the event of cancellation or non-renewal of this Policy by the **Named Insured** or the Company, for any reason except as noted in Paragraph C. of this Section, coverage as provided under this Policy shall automatically continue for a period of sixty (60) days following the effective date of cancellation or non-renewal, but only with respect to **Claims for Wrongful Acts** fully occurring prior to the effective date of such cancellation or non-renewal and otherwise covered by this Policy. This sixty (60) day period shall be referred to as the Automatic Extended Reporting Period. The Automatic Extended Reporting Period does not apply to **Claims** that are covered under any subsequent insurance purchased by any **Insured**, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims**. The Automatic Extended Reporting Period shall not be available if any **Insured's** license to practice law is revoked, suspended by or surrendered at the request of any regulating authority for reasons other than the **Insured** is disabled.

**B. Optional Extended Reporting Period**

In the event of cancellation or non-renewal of this Policy by the **Named Insured** or the Company, for any reason except as noted in Paragraph C. of this Section, the **Named Insured** shall have the right to purchase an Optional Extended Reporting Period for reporting **Claims** made against any **Insured** under this Policy.

1. The additional premium for the Optional Extended Reporting Period shall be as follows:

Optional Extended Reported Period	Additional Premium
One year (12 months)	100% of the last annual premium of this Policy
Two years (24 months)	175% of the last annual premium of this Policy
Three years (36 months)	200% of the last annual premium of this Policy
Five years (60 months)	250% of the last annual premium of this Policy

2. If the **Named Insured** purchases the Optional Extended Reporting Period, the coverage shall apply only to **Claims for Wrongful Acts** fully occurring prior to the effective date of cancellation or non-renewal and otherwise covered by this Policy and which are first made against any **Insured** and reported to the Company during the Optional Extended Reporting Period. Any **Claim** made during the Optional Extended Reporting Period shall be deemed to have been made during the **Policy Period**. The entire premium for the Optional Extended Reporting Period shall be deemed to be fully earned at the inception of the Optional Extended Reporting Period.

**C. Applicability of Extended Reporting Periods**

None of the Extended Reporting Periods shall apply if the Policy is rescinded, cancelled or nonrenewed, for any of the following reasons:

1. Non-payment of premiums;
2. Fraud on the part of any **Insured**;
3. Failure to comply with Policy provisions;
4. Non-payment of a Deductible or any advanced payment, which the Company made on behalf of the **Named Insured**;
5. Failure to cooperate with the Company; or
6. Fraud, concealment or material misrepresentation of facts in the **Application**.

Extended Reporting Periods do not increase or reinstate the Limits of Liability or extend the **Policy Period**.

**SECTION IX – GENERAL CONDITIONS**

**A. Premium**

All premiums for this Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. The **Named Insured** shall maintain records of the information necessary for premium computation and shall send copies of such records to the Company at such times as the Company may direct.

**B. Assistance and Cooperation of Insured**

All **Insureds** shall fully cooperate with the Company in the defense of any **Claim** made under this Policy. Upon the Company's request, all **Insureds** shall assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution, subrogation or indemnity against any person or organization which may be liable to the **Insured** or the Company for **Damages** or **Claims Expenses**. An **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. No **Insured** shall, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.

All **Insureds** will consent to the submission of special verdict forms or other written inquiries to the trier of fact for the purpose of determining the basis for the **Insured's** liability and any **Damages** awarded if **Suit** or any other proceeding is brought on the **Claim**.

#### C. **Assignment**

This Policy may not be assigned without first obtaining the written consent of the Company. No **Insured's** rights under this Policy are assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall terminate for such person, but shall cover the **Insured's** legal representative with respect to **Professional Services** rendered prior to such **Insured's** death or incompetency and only to the extent that such **Insured** would otherwise be covered by this Policy.

#### D. **Legal Action Against The Company**

No action shall lie against the Company unless there has been full compliance with all of the terms of this Policy, or until the amount of the **Insured's** obligation to pay has been finally determined, either by judgment against the **Insured** or by written settlement agreement between the **Insured** and the claimant, entered into with the written consent of the Company.

Any person or organization or the legal representative thereof who has secured a judgment or written settlement agreement shall thereafter be entitled to recover under the Policy to the extent of the insurance afforded by this Policy. A written settlement agreement means a settlement and release of liability signed by the **Insured** and the claimant with the written consent of the Company. 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 in any **Suit** by the **Insured** or the **Insured's** legal representative.

#### E. **Conformity to Statute**

In the event that any terms, conditions or exclusions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this contract shall, by this statement, be amended to conform to such law or laws.

#### F. **Other Insurance**

If there is other valid and collectible insurance (whether primary, excess, contingent or qualified self-insurance, including Extended Reporting Period coverage in the **Insured's** previous insurance) which may apply to a **Claim** covered by this Policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limits of liability of all other insurance or qualified self-insurance.

#### G. **Subrogation**

To the extent of any payment under this Policy, the Company shall be subrogated to all of the **Insured's** rights of recovery against any person, organization or entity, and all **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after any **Claim** to prejudice or terminate such rights and shall fully cooperate with the Company. The Company shall not exercise any such rights against any **Insured**. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an **Insured** arising from a **Claim** brought about or contributed to by any dishonest, criminal, fraudulent, malicious or illegal acts, errors, omissions or **Personal Injury**.

#### H. **Cancellation**

This Policy may be canceled by the **Named Insured** by surrender thereof to the Company or any of its authorized representatives or by mailing to the Company written notice stating when thereafter the cancellation shall be effective.

This Policy may be canceled by the Company by mailing to the **Named Insured**, at the address shown on the Declarations Page, written notice stating when not less than thirty (30) days thereafter, or ten (10) days in the

case of nonpayment of premium, such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If either the **Named Insured** or the Company cancels, earned premium shall be the prorated amount of the annual premium. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed as aforesaid shall be sufficient tender of any refund or premium due to the **Named Insured**, provided that if at the time of cancellation the Limit of Liability has been exhausted as a result of a **Claim**, the entire premium shall be considered earned.

I. **Nonrenewal**

The Company may non-renew this Policy by mailing or delivering to the **Named Insured**, at the address shown on the Declarations Page, written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of renewal Policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

J. **Bankruptcy or Insolvency of Insured**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations under this Policy.

K. **Declarations and Application**

The **Insureds** and the Company agree that the **Application** is the basis for this Policy and is incorporated in and constitutes a part of this Policy. The **Application** shall be maintained on file with the Company and shall be deemed to be attached hereto as if physically attached. All **Insureds** represent that the statements and representations contained in the **Application** are true and accurate and shall be deemed material to the acceptance of the risk and this Policy is issued in reliance upon the truth and accuracy of such statements and representations. All **Insureds** agree that if the **Application** contains statements or representations that are untrue or inaccurate, this Policy shall be void and of no effect whatsoever.

This Policy is not effective unless a Declarations Page is issued.

L. **Reimbursement**

While the Company has no duty to do so, if the Company pays **Damages or Claims Expenses**:

1. within the amount of the applicable Deductible;
2. in excess of the applicable Limit of Liability; or
3. under a reservation of rights to seek reimbursement, and it is determined that the Company is entitled to reimbursement;

Then all **Insureds** shall be jointly and severally liable to the Company for such amounts. Upon written demand, the **Insureds** shall repay such amounts to the Company within thirty (30) days. Failure to pay any amount indicated may lead to Policy termination.

M. **Liberalization**

If the Company adopts, during the **Policy Period**, any revision that without additional premium would broaden the coverage under this Policy, the broadened coverage will apply to this Policy effective when the provision has been approved by the appropriate regulatory authority. Such provision shall only apply to **Claims** first made after the date such approval is received by the Company.

N. **Changes in Status of Entity**

1. If, during the **Policy Period** any of the following transactions occur:
  - a. the acquisition of any **Named Insured** or a majority of its assets by another entity, or the merger or consolidation of any **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
  - b. the appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official for or with respect to any **Named Insured**;

then coverage under this Policy shall cease with respect to **Professional Services** rendered after such transaction. After any such transaction, this Policy may not be canceled by any **Insured** and the entire premium for this Policy will be deemed fully earned.

2. If, during the **Policy Period** there is a fifty (50) percent or greater change in the **Named Insured's** total lawyer population, or the **Named Insured** acquires the majority of the assets of another entity or acquires any organization by merger into or consolidation with the **Named Insured**, no coverage shall be afforded under this Policy for any **Claim** involving the assets acquired or the entity which is consolidated or merged with or acquired, unless:
  - a. The **Named Insured** provides written notice of such transaction within thirty (30) days after the effective date of the transaction and the **Named Insured** provides all information the Company deems necessary and accepts any terms, conditions, exclusions and any additional premium charged; and
  - b. The Company, at its sole discretion, specifically agrees, in writing, to provide such coverage.

If the Company agrees to provide such coverage, it shall apply only to **Professional Services** rendered after the effective date of such transaction and shall apply as excess of any other valid and collectible insurance.

Notice to the Company under this section N.2. shall not be required if the total lawyer population of the **Named Insured**, after the transaction, is less than 4 lawyers.

**O. Authorization**

It is agreed the **Named Insured** shall act on behalf of all **Insureds** with respect to giving or receiving notice of cancellation or non-renewal, the payment of premiums and the receiving of any return premiums, consenting to the settlement of any **Claim**, agreeing to any changes in this Policy, and electing whether or not to purchase the Optional Extended Reporting Period.

**P. Examination of Your Books and Records**

The Company may examine and audit the **Insureds'** books and records as they relate to this Policy at any time during the **Policy Period** and up to three (3) years afterward.

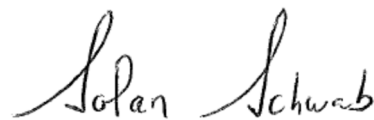
**Q. Economic or Trade Sanction**

If coverage for a Claim under this Policy is in violation of any economic or trade sanction, including, but not limited to, any sanction administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), then coverage for such Claim shall be deemed null and void.

General Star Indemnity Company



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary