

## DECLARATIONS

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

### **THIS IS A CLAIMS-MADE PROFESSIONAL LIABILITY INSURANCE POLICY. PLEASE READ CAREFULLY.**

Policy No:

1. **Named Assured:**

Address:

2. **Period of Insurance:**

From:

To:

both days at 12.01 a.m. standard time at the address shown in number 1 above.

3. **Limit of Liability:**

USD each and every Claim and in the aggregate including Claims Expenses

4. **Deductible:**

USD each Claim deductible including Claims Expenses.

5. **Premium:**

USD

6. **Retroactive Date:**

**7. Notice of Claim:**

Karbal | Cohen | Economou | Silk | Dunne  
Attn: Robert Badgley, Esq.  
150 South Wacker Drive  
Suite 1700  
Chicago, Illinois 60606  
Fax: (312) 431-3670  
Email: rbadgley@karballaw.com

**8. Service of Suit:**

Karbal | Cohen | Economou | Silk | Dunne  
Attn: Robert Badgley, Esq.  
150 South Wacker Drive  
Suite 1700  
Chicago, Illinois 60606  
Fax: (312) 431-3670  
Email: rbadgley@karballaw.com

**9. Notice of Election:**

**10. Date of Application:**

**Dated in London:**

SPECIMEN

## LAWYERS PROFESSIONAL LIABILITY INSURANCE

**NOTICE:** This is a claims made form. Except to such extent as may otherwise be provided herein, the coverage afforded under this Insurance Policy is limited to liability for only those Claims that are first made against the Assured and reported to the Underwriters within 60 days of first receipt of the Claim by the Assured. The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claims Expenses. Damages and Claims Expenses shall be applied against the deductible. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker. THIS POLICY IS A NON-CANCELLABLE POLICY EXCEPT AS PROVIDED FOR HEREIN.

### I. INSURING AGREEMENTS

The Underwriters agree with the Assured, named in the Declarations made a part hereof, in consideration of the payment of the premium and reliance upon the statements in the application which is made a part of this Insurance Policy (hereinafter "Policy" or "Insurance") and subject to the Limit of Liability, exclusions, conditions and other terms of this Insurance:

#### A. Coverage

- 1) To pay on behalf of the Assured Damages and Claims Expenses which the Assured shall become legally obligated to pay because of any Claim or Claims, including Claim(s) for Personal Injury as hereafter defined, first made against the Assured and reported to the Underwriters within 60 days of first receipt of the Claim by the Assured, arising out of any act, error or omission of the Assured in rendering or failing to render Professional Services for others in the Assured's capacity as a lawyer, Fiduciary, mediator, arbitrator, trustee, administrator, conservator, executor, guardian, receiver or notary public, but solely for acts on behalf of the Named Assured designated in Item 1 of the Declarations and caused by the Assured, or any person for whose act, error or omission the Named Assured is legally responsible, except as excluded or limited by the terms, conditions and exclusions of this Policy.
- 2) To reimburse on behalf of the Assured amounts up to a maximum of USD 25,000 per Period of Insurance, which the Assured shall become legally obligated to pay as a result of compliance with any applicable federal or state law or regulation requiring the Assured to notify third parties of an actual or potential privacy breach resulting from the Assured's disclosure of personal, non-public information. Such reimbursement shall not be subject to the Assured's policy deductible. Subject to the remaining policy terms, conditions and limitations, such coverage will be available provided that: 1) the Assured shall obtain the prior approval of the Underwriters before incurring such costs; and 2) all such reimbursements by the Underwriters shall be part of and not in addition to the maximum aggregate Limit of Liability for all Claims as set forth in Item 3 of the Declarations.

The above paragraph does not apply to any Damages or Claims Expenses, nor to any punitive damages, fines, sanctions or penalties, which the Assured shall become obligated to pay as a result of an actual or alleged failure to comply with any federal or state law or regulation referenced above.

#### B. Defense and Settlement (Included within the Limit of Liability)

1. The Underwriters shall have the right and duty to defend, subject to the Limits of Liability, any Claim against the Assured seeking Damages which are payable under the terms of this Insurance, even if any of the allegations of the Claim are groundless, false or fraudulent. However, Underwriters shall not formally appoint defense counsel without the consent of the Named Assured, such consent not to be unreasonably withheld.
2. It is agreed that the Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claims Expenses. Damages and Claims Expenses shall be applied against the deductible.

3. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application and statements made in the application and, with respect to coverage.
4. If the Assured shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the Claim, the Underwriters' liability for any Damages and Claims Expenses shall not exceed:
  - i. the amount for which the Claim could have been settled, less the remaining deductible, plus the Claims Expenses incurred up to the time of such refusal, and
  - ii. fifty percent (50%) of any Damages and Claims Expenses incurred after the date such settlement or compromise was recommended to the Assured with the remaining fifty percent (50%) of such Damages and Claims Expenses to be borne by the Assured at their own risk and uninsured.or the applicable Limit of Liability, whichever is less.
5. It is further provided that the Underwriters shall not be obligated to pay any Damages or Claims Expenses, or to undertake or continue defense of any suit or proceeding after the applicable limit of the Underwriters' liability has been exhausted by payment of Damages or Claims Expenses or after deposit of the applicable remaining Policy Limit in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the Assured.

## II. DEFINITION OF ASSURED

Each of the following is an Assured under this Insurance to the extent set forth below:

- (a) if the Named Assured designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to the conduct of a law practice of which the individual is the sole proprietor;
- (b) if the Named Assured designated in Item 1 of the Declarations is a partnership or a Limited Liability Partnership, the partnership so designated;
- (c) any lawyers who are partners in the Named Assured, including any incorporated partners and their shareholders but solely for acts on behalf of the Named Assured designated in Item 1 of the Declarations;
- (d) if the Named Assured designated in Item 1 of the Declarations is a Professional Corporation or Professional Association or Limited Liability Company, the Professional Corporation or Professional Association or Limited Liability Company so designated;
- (e) any lawyers who are stockholders or members of the Professional Corporation or the Professional Association or Limited Liability Company, but solely for acts on behalf of such Named Assured;
- (f) any lawyer acting as "of counsel", but solely for acts on behalf of the Named Assured designated in Item 1 of the Declarations;
- (g) any employed lawyer or other employee and any independent contractor, but solely for acts on behalf of the Named Assured designated in Item 1 of the Declarations;
- (h) any person who previously qualified as an Assured under (c), (e), (f) or (g) above prior to the termination of the required relationship with the Named Assured, but solely for acts on behalf of the Named Assured designated in Item 1 of the Declarations;
- (i) any partnership, Limited Liability Partnership, Professional Corporation or Professional Association or Limited Liability Company, advised in writing to the Underwriters, of which the Named Assured is the successor;

- (j) any lawyer who, during the Period of Insurance, becomes a partner, member, stockholder or employee of the Named Assured. but solely for acts on behalf of the Named Assured designated in Item 1 of the Declarations;
- (k) the estate, heirs, executors, administrators, assigns and legal representatives of any Assured in the event of such Assured's death, incapacity, insolvency or bankruptcy, but only to the extent that such Assured would otherwise be provided coverage under this Insurance.

### III. TERRITORY

This insurance applies to acts, errors or omissions occurring anywhere in the world and to Claims asserted against the Assured anywhere in the world.

### IV. EXCLUSIONS

The coverage under this Insurance does not apply to Damages or Claims Expenses incurred with respect to:

- (a) any Claim arising out of any criminal, dishonest, fraudulent or malicious act, error or omission of any Assured, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to Claims Expenses incurred in defending any such Claim or circumstance which might lead to a Claim, but shall not apply to any Damages which the Assured might become legally obligated to pay;
- (b) (i) punitive or exemplary damages where uninsurable by law; or  
(ii) fines, penalties, or sanctions, or any damages which are a multiple of compensatory damages

except that, if a Claim shall have been brought against the Assured seeking both compensatory and either punitive or exemplary damages where uninsurable by law, fines, penalties, or sanctions, or damages which are a multiple of compensatory damages, then any coverage which may be afforded by this Policy will apply to any Claims Expenses incurred, without liability, however, for such punitive or exemplary damages where uninsurable by law, fines, penalties, or sanctions, or damages which are a multiple of compensatory damages;

It is understood and agreed that the enforceability of coverage for punitive or exemplary damages shall be governed by the law of the jurisdiction which could apply and which most favors coverage for punitive or exemplary damages;

- (c) any Claim by one Assured under this Insurance against another Assured under this Insurance, unless the claim arises out of any act, error or omission covered herein arising directly out of Professional Services rendered in a lawyer-client relationship or as a notary public;
- (d) any Claim arising out of bodily injury to, or sickness, disease or death of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;

However, this exclusion shall not apply to any Claim or Claims Expenses arising directly from any claim where one or more of these exclusions form the subject matter of any legal advice rendered or legal activities performed on behalf of the Named Assured by any person for whom the Named Assured is legally liable.

- (e) any actual or alleged loss sustained by an Assured as a beneficiary or distributee of any trust or estate;
- (f) any Claim arising out of any Assured's activities as an officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the Named Assured;
- (g) any Claim made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in Item 1 of the Declarations, which is owned by any Assured or in which any Assured is a trustee, partner, officer, director or employee (except where he is an employee solely by virtue of having been retained to perform Professional Services), or which is directly or indirectly controlled, operated or managed by any Assured in a non-fiduciary

capacity; however, this Exclusion only applies to any Claims made by or against any business enterprise in which an Assured has an ownership interest equal to or greater than:

- (1) 10% of the issued and outstanding voting stock of the shares in any business enterprise which is publicly traded; or
  - (2) 15% if the shares in the business enterprise are closely or privately held;
- (h) any Claim or circumstance which might lead to a Claim in respect of which any Assured has given notice to the insurer of any other policy in force previous to the effective date of this Policy;
- (i) any actual or alleged act, error or omission committed prior to the inception date of this Policy:
1. if any Assured, on or before the inception date of this Policy, knew or could have reasonably foreseen that such actual or alleged act, error or omission might be expected to be the basis of a Claim; or
  2. in respect of which an Assured has given notice of a Claim or Circumstance to the insurer of any policy in force prior to the inception date of this Policy.
- (j) any Claim arising out of any Assured's capacity as an elected public official or as an employee of a governmental body, subdivision, or agency thereof, unless the Assured is deemed an employee solely by virtue of rendering Professional Services to such governmental body, the remuneration for which Professional Services inures to the benefit of the Named Assured;
- (k) any Claim arising out of any Assured's activities and/or capacity as a Fiduciary under the Employee Retirement Income Security Act of 1974 and its amendment or any regulation or order issued pursuant thereto, except if the Assured is deemed to be a Fiduciary solely by reason of legal advice rendered with respect to any employee benefit plan;
- (l) any Claim seeking the return or reimbursement of legal fees, costs or expenses paid to the Assured;
- (m) any Claim directly or indirectly brought about by, arising out of, or attributable to any actual or alleged violation of the Racketeer Influenced and Corrupt Organization Act, 18 USC Sections 1961 et seq., or any comparable state law, and any amendments thereto, or any rules or regulations promulgated thereunder;

If a retroactive date is applicable to this coverage it will appear at Item 6 of the Declarations and the following exclusion shall apply:

- (n) any Claim or circumstance that might lead to a Claim arising out of any act, error or omission which took place, or is alleged to have taken place, prior to the retroactive date as set forth in Item 6 of the Declarations.

## V. DEFINITIONS

Whenever used in this Policy:

- A. "Affiliated Firm" means a law firm that employs a lawyer that is a member of the American Association of Justice.
- B. "Claim" means:
1. a written demand received by any Assured for money or Professional Services including the service of suit or institution of arbitration proceedings against the Assured, and shall include State Court or Bar Association disciplinary action or grievance procedures.
  2. a written request to toll or waive a statute of limitations relating to a potential Claim against the Assured.

C. "Claims Expenses" means:

1. fees charged by an attorney designated by the Underwriters and consented to by the Named Assured, with such consent not to be unreasonably withheld; and
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit or proceeding arising in connection therewith, if incurred by the Underwriters, or by the Assured with the written consent of the Underwriters.
3. "Claims Expenses" does not include:
  - (i) any salary, overhead or other charges by the Assured for any time spent in co-operating or otherwise participating in the defense and investigation of any Claim or circumstance which might lead to a Claim notified under this Insurance;
  - (ii) any fees, costs, or expenses incurred without the prior written consent of the Underwriters.

D. "Damages" means a monetary judgment, award or settlement.

E. "Executive Committee" means a committee that makes decisions about how the Named Assured operates or is run.

F. "Extended Reporting Period", if applicable, means the period of time after the end of the Period of Insurance for reporting Claims arising out of acts, errors or omissions that take place prior to the end of the Period of Insurance and are otherwise covered by this Insurance.

G. "Fiduciary" (except as set forth in Clause IV(k)) means an Assured's capacity as an administrator, conservator, executor, guardian, trustee, receiver, escrow agent or any similar capacity.

H. "Period of Insurance" means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance, and specifically excludes any Extended Reporting Period hereunder.

I. "Personal Injury" means:

1. false arrest, detention or imprisonment, wrongful entry or eviction, or other invasion of the right of private occupancy, malicious prosecution, abuse of process or humiliation;
2. libel or slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

J. "Professional Services" means those services the Assured is licensed to perform for others in the Assured's capacity as a lawyer, Fiduciary, mediator, arbitrator, trustee, administrator, conservator, executor, guardian, receiver or notary public. Professional Services shall also include:

- i) eleemosynary (pro bono) legal services rendered by an Assured for charitable organizations and public interest legal services that are rendered by an Assured, which have been implicitly approved by the Named Assured's Executive Committee;
- ii) referral to an Affiliated Firm by the Named Assured, provided that, at least some of the fee inures to the benefit of the Named Assured.

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

## VI. LIMIT OF LIABILITY

- A. The Limit of Liability stated in the Declarations as "each and every Claim" is the limit of the Underwriters' liability for all Damages and Claims Expenses arising out of the same, related or continuing Professional Services without regard to the number of Assureds, Claims or claimants.

- B. The Limit of Liability stated in the Declarations as "aggregate" is the total limit of the Underwriters' liability for all Damages and Claims Expenses arising out of Claims or circumstances which might lead to a Claim first made and reported to the Underwriters during the Period of Insurance or during the Extended Reporting Period.
- C. The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability of the Underwriters for the Period of Insurance.
- D. Supplementary payments:

Payments made under this paragraph will not be subject to the deductible. Such payments are in addition to the Limits of Liability:

Loss of Earnings

The Underwriters will reimburse each Assured up to \$250.00 for loss of earnings for each day or part of a day of such Assured's attendance, at the Underwriters' written request, at a trial, hearing or other alternative dispute resolution proceeding, including arbitration proceeding or mediation, involving a Claim against such Assured, but in no event shall the amount payable hereunder exceed \$5,000.00 per Assured, no matter the number of days an Assured is in attendance, or the number of trials, hearings or arbitration proceedings that an Assured is required to attend. In no event shall the amount payable per Period of Insurance and any applicable Extended Reporting Period exceed \$5,000.00 despite the number of Assureds hereunder or the number of such proceedings;

## VII. DEDUCTIBLE

As a condition precedent to the payment by the Underwriters of any amounts hereunder, the deductible amount stated in the Declarations shall be satisfied by payments by the Assured of Damages and Claims Expenses resulting from each Claim first made and reported to the Underwriters during the Period of Insurance and any applicable Extended Reporting Period, and the Underwriters shall be liable only for amounts in excess of such Deductible subject to Underwriters' total liability not exceeding the limit set forth in Item 3 of the Declarations. The Assured shall make direct payments within the deductible as directed by the Underwriters.

## VIII. INNOCENT ASSURED

- A. Whenever coverage under this Insurance would be excluded, suspended or lost:
1. because of any exclusion relating to actual or alleged criminal, dishonest, fraudulent or malicious acts, errors or omissions by any Assured, and with respect to which any other Assured did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, or
  2. because of non-compliance with Clause XI Notice of Claim or Circumstance that may lead to a Claim, with respect to which any other Assured shall be in default solely because of the failure to give such notice or concealment of such failure by one or more Assureds responsible for the loss or damage otherwise insured hereunder,

the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those Assureds who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of (a) one or more of the actual or alleged acts, errors or omissions described in any such exclusion; or (b) such failure to give notice, provided that if the condition be one with which such Assured can comply, after receiving knowledge thereof, the Assured entitled to the benefit of Clause VIII shall comply with such condition within 60 days after obtaining knowledge of the failure of any other Assured hereunder to comply therewith.

- B. With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the deductible and in excess of the full extent of any assets of any Assured to whom the exclusion applies. In no event shall the Underwriters' obligation to pay exceed the Limit of Liability stated in Item 3 of the Declarations.

## **IX. EXTENDED REPORTING ENDORSEMENT**

- A. In the event of non-renewal of this Insurance by Underwriters or the Named Assured, the Named Assured designated in Item 1 of the Declarations shall have the right, upon payment in full, and not proportionally or otherwise in part, of an additional premium set forth below, to have issued an endorsement providing an Extended Reporting Period for Claims first made against any Assured and reported to the Underwriters during the Extended Reporting Period, subject to the conditions set forth in the definition of Extended Reporting Period herein.

The appropriate additional premium and corresponding Extended Reporting Period shall be:

- 1) 125% of the Named Assured's last Annual Premium as set forth in Item 5 of the Declarations for a 12 month Extended Reporting Period;
- 2) 200% of the Named Assured's last Annual Premium as set forth in Item 5 of the Declarations for a 24 month Extended Reporting Period;
- 3) 250% of the Named Assured's last Annual Premium as set forth in Item 5 of the Declarations for a 36 month Extended Reporting Period.

In order for the Named Assured to invoke the Extended Reporting option, the payment of the premium for the Extended Reporting Period must be paid to Underwriters within 30 days of the non-renewal.

In addition, at the end of the 36 month Extended Reporting Period (if purchased), Underwriters will consider offering a further Extended Reporting Period at an additional premium to be determined.

- B. The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability of the Underwriters for the Period of Insurance.
- C. The quotation by Underwriters of a different premium or deductible or Limits of Liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the Extended Reporting Period shall not be available to the Named Assured where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an Assured to pay such amounts in excess of the applicable Limit of Liability or within the amount of the applicable deductible.
- E. All notices and premium payments with respect to the Extended Reporting option shall be directed to Underwriters through the entity named in Item 9 of the Declarations.
- F. At the commencement of the Extended Reporting Period the entire premium shall be deemed earned, and in the event the Named Assured terminates the Extended Reporting Period for any reason prior to its natural expiration, Underwriters will not be liable to return any premium paid for the Extended Reporting Period.

## **X. OTHER INSURANCE**

This insurance shall apply in excess of any other valid and collectible insurance available to any Assured, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

## **XI. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MAY LEAD TO A CLAIM**

- A. As a condition precedent to coverage hereunder, if any Claim is made against the Assured, the Assured shall, as soon as practicable but in any event within 60 days of first receipt of the Claim by the Assured, give written notice to Underwriters through persons named in Item 7 of the Declarations of such Claim together with every demand, notice, summons or other process received by the Assured or the Assured's representative.
- B. If, during the Period of Insurance or the Extended Reporting Period, the Assured first becomes aware of any act, error or omission that could reasonably be the basis for a Claim and gives written notice to Underwriters through persons named in Item 7 of the Declarations during the Period of Insurance or applicable Extended Reporting Period of:

1. the specific act, error or omission; and
2. the injury or damage which may result or has resulted from the act, error or omission; and
3. the circumstance by which the Assured first became aware of the act, error or omission

then any subsequent Claim made against the Assured which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to Underwriters.

- C. A Claim shall be considered to be reported to the Underwriters when notice is first given to Underwriters through persons named in Item 7 of the Declarations of the Claim or of an act, error or omission which could reasonably be expected to give rise to a Claim.
- D. All Claims arising out of the same, continuing or related Professional Services shall be considered a single Claim and deemed to have been made at the time the first of the related Claims was received by any Assured as per CONDITIONS C. above.
- E. In the event of non-renewal of this Insurance by the Underwriters, the Assured shall have thirty (30) days from the expiration date of the Period of Insurance to notify Underwriters of Claims made against the Assured during the Period of Insurance which arise out of any act, error or omission which took place prior to the termination date of the Period of Insurance and would be otherwise covered by this Insurance.
- F. If any Assured shall give to the Underwriters notice of any Claim, knowing such Claim to be false or fraudulent, this Policy shall become void as to such Claim and void from inception in respect of each Assured having such knowledge.

#### **XII. ASSISTANCE AND COOPERATION OF THE ASSURED**

The Assured shall co-operate with the Underwriters in all investigations, including investigations regarding the application and coverage under this Insurance and, upon the Underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any Assured who may be liable to the Assured because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the Assured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Assured shall not, except at the Assured's own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any Claim without the consent of the Underwriters.

#### **XIII. ACTION AGAINST UNDERWRITERS**

No action shall lie against the Underwriters unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Insurance, nor until the amount of the Assured's obligation to pay shall have been finally determined either by judgment or award against the Assured after actual trial or arbitration or by written agreement of the Assured, the claimant and the Underwriters.

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a Claim under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Insurance to join the Underwriters as a party to an action or other proceeding against the Assured to determine the Assured's liability, nor shall the Underwriters be impleaded by the Assured or his legal representative. Bankruptcy or insolvency of the Assured or of the Assured's estate shall not relieve the Underwriters of any of their obligations hereunder.

#### **XIV. SUBROGATION**

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the Assured's rights of recovery therefor against any person or organization and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Assured shall do nothing after the payment of Damages by Underwriters to prejudice such rights.

## **XV. CHANGES**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Insurance or estop the Underwriters from asserting any right under the terms of this Insurance; nor shall the terms of this Insurance be waived or changed, except by endorsement issued to form a part of this Insurance, signed by Underwriters.

## **XVI. CHANGE IN MEMBERSHIP OF FIRM**

Any additions to the list of lawyers in the application which take place during the Period of Insurance must be reported within 45 days to Underwriters in the event that:

- i) the total number of new lawyers brought into or added to the firm during the Period of Insurance increases the number of lawyers as stated in the application by 4 persons or 25% of the total number of lawyers listed in the application, whichever amount is less; or
- ii) any lawyer brought into or added to the firm during the Period of Insurance had been or was in the process of being reprimanded or censured by any court or bar association or disbarred or prohibited from practicing in a specified area of law or before any court or administrative agency; or
- iii) prior to joining the firm, any Claim had been made against the lawyer or the lawyer had become aware of circumstances that might lead to a Claim.

Underwriters expressly reserve the right to demand a premium adjustment in the event that any additions to the list of lawyers in the application for this Insurance meet the criteria set forth in the paragraph immediately above.

## **XVII. MERGERS AND ACQUISITIONS**

The Named Assured shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition by or of the Named Assured and Underwriters expressly reserve the right to demand a premium adjustment if this Insurance is to remain in force subsequent to any merger or acquisition.

## **XVIII. ASSIGNMENT**

The interest hereunder of any Assured is not assignable. If the Assured shall die or be adjudged incompetent, this Insurance shall cover the Assured's legal representative as the Assured with respect to liability previously incurred and covered by this Insurance.

## **XIX. CANCELLATION**

This Policy is non-cancellable, except in the event of non-payment of premium, when cancellation is effected by Underwriters, by mailing to the Named Assured written notice stating when, not less than ten days notice, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the expiration date of the Policy. Delivery of such written notice by Underwriters shall be equivalent to mailing.

## **XX. ENTIRE CONTRACT**

In issuing this Policy, Underwriters relied upon the statements and representations in the Application. The Assureds represent that all such statements and representations are true and deemed material to the acceptance of the risk or the hazard assumed by Underwriters under this Policy.

The Assureds agree that, in the event any such statements or representations are untrue, this Policy will not afford any coverage with respect to any of the following Assureds:

1. any Assured who knew the facts that were not truthfully disclosed in the Application, and
2. the Named Assured, if the Partner who executed the Application knew the facts that were not truthfully disclosed.

## **XXI. NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT**

This Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an Assured under this Policy is also an Assured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Assured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Assured is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Assured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

  - (a) any nuclear reactor;
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Assured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the insurance to which it is attached.

## **XXII RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT**

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## **XXIII WAR AND TERRORISM EXCLUSION**

This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Notwithstanding the foregoing, this exclusion shall not apply to any Claim arising out of the Assured's performance or failure to perform Professional Services on behalf of the Assured, which Claim would otherwise be covered under the terms and conditions of this Policy.

## **XXIV. SERVICE OF SUIT**

1. It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due under this Insurance, the Underwriters, at the request of the Named Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This clause does not constitute and should not be understood to constitute an agreement by Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of the Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted the laws of the United States or of any State of the United States, all of which rights the Underwriters expressly reserve. It is further agreed that service of process in such suit may be made upon the persons named in Item 8 of the Declarations and that in any suit instituted

against any one of them upon this Policy the Underwriters will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

2. The persons named in Item 8 of the Declarations are authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the Named Assured to give written undertaking to the Named Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Assured or any beneficiary hereunder arising out of this policy of insurance, and hereby designate the persons named in Item 8 of the Declarations as the persons to whom the said officer is authorized to mail such process or a true copy thereof.

#### **XXV. DISCIPLINARY PROCEEDING COSTS COVERAGE**

In consideration of the premium charged, and subject to all other terms and conditions of this Policy, it is hereby understood and agreed that, in the event a Disciplinary Proceeding is initiated against the Assured, that arise out of any act, error, omission or Personal injury in the rendering of or failure to render Professional Services by the Assured, and reported to Underwriters during the Period of Insurance or Extended Reporting Period, Underwriters will pay on behalf of the Assured, up to the Limits of Liability set forth in this endorsement, those fees and costs which are incurred by defense counsel approved by Underwriters in writing.

“Disciplinary Proceeding” shall mean any proceeding or investigation conducted by an entity established by constitutional provision, statute, court rule, or bar association rule, for the purpose of investigating, or imposing sanctions upon, an attorney for alleged professional misconduct.

The coverage afforded by this endorsement shall be limited to \$10,000 per Disciplinary Proceeding, subject to an aggregate limit of \$10,000 for all Disciplinary Proceedings initiated and reported during the Period of Insurance (inclusive of any Extended Reporting Period).

The coverage afforded by this endorsement applies only to the fees and costs incurred by the Assured's defense counsel after Underwriters have provided written approval of such defense counsel, and shall not apply to any fine, sanction, or the cost of complying with any order or decree of any entity conducting the Disciplinary Proceeding.