



Lawyers PROtectSM Professional Liability Insurance with Cyber Coverage Declarations

**NOTICE: THIS IS CLAIMS MADE AND REPORTED COVERAGE.
PLEASE READ THE POLICY CAREFULLY.**

Insurer:	Argonaut Insurance Company 225 West Washington Street 24 th Floor Chicago, IL 60606	Producer: <Name, Address and agent number>
Policy Number:		
Renewal of Policy Number:		

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM 1. **NAMED INSURED** (Name and Mailing Address):

ITEM 2. **POLICY PERIOD:** (a) Inception Date: (b) Expiration Date:
Both dates at 12:01 a.m. at the Named Insured's Mailing Address shown in ITEM 1 above.

ITEM 3. **COVERED PROFESSIONAL SERVICE**
<Business Description>

ITEM 4. **LIMIT OF LIABILITY AND DEDUCTIBLE: INSURING AGREEMENTS**

Limit of Liability: Each Claim	Limit of Liability: Aggregate for all Claims	Deductible: Each Claim	Deductible: Aggregate

ITEM 5. LIMITS OF LIABILITY AND DEDUCTIBLES: SUPPLEMENTAL EXPENSES

Expense Event	Limit of Liability: Each Expense Event	Limit of Liability: Aggregate	Deductible: Each Expense Event
Crisis Management Expenses			
Disciplinary Proceedings			
Subpoena Assistance			

ITEM 6. PREMIUM:

ITEM 7. EXTENDED REPORTING PERIOD OPTION(S):

12 months at ____% of Full Annual Premium 24 months at ____% of Full Annual Premium
 36 months at ____% of Full Annual Premium 48 months at ____% of Full Annual Premium
 60 months at ____% of Full Annual Premium 72 months at ____% of Full Annual Premium

ITEM 8. RETROACTIVE DATE:

ITEM 9. NOTICE TO THE INSURER:

CLAIMS OR POTENTIAL CLAIMS SEND TO:	ALL OTHER NOTICES SEND TO:
ARGO PRO US Professional Liability - Claims 101 Hudson Street, Suite 1201 Jersey City, NJ 07302 [telephone number] [email address]	ARGO PRO US Professional Liability - Underwriting 101 Hudson Street, Suite 1201 Jersey City, NJ 07302 [telephone number] [email address]

ITEM 10. POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE:

Please see _____ for a complete list of forms.

THESE DECLARATIONS, TOGETHER WITH THE PROFESSIONAL LIABILITY POLICY COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Lawyers PROtectSM

Professional Liability Insurance with Cyber Coverage

THIS IS CLAIMS MADE AND REPORTED COVERAGE.
PLEASE READ THIS POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Words and phrases that appear in bold are defined and may be used in the singular or plural, as appropriate; please refer to Section III – Definitions.

In consideration of the payment of the premium, and in reliance on all statements made and information furnished to the **Insurer**, and subject to all of the terms and conditions of this policy (including all endorsements hereto), the **Insurer** agrees with the **Insured** to provide insurance as stated in this policy.

SECTION I - COVERAGES

A. Insuring Agreements:

1. Professional Liability

The **Insurer** agrees to pay on behalf of the **Insured**, **Loss** in excess of the Deductible amount and up to the Limits of Liability shown in Item 4 of the Declarations; provided that such **Loss** results from a **Claim** first made and reported in writing during the **Policy Period** or Extended Reporting Period, if applicable, arising out of a **Wrongful Act** committed before the end of the **Policy Period** and on or after the **Retroactive Date**, if any, shown in the Declarations.

2. Cyber Liability

The **Insurer** agrees to pay on behalf of the **Insured**, **Loss** in excess of the Deductible amount and up to the Limits of Liability shown in Item 4 of the Declarations; provided that such **Loss** results from a **Claim** first made and reported in writing during the **Policy Period** or Extended Reporting Period, if applicable, arising out of a **Privacy Breach**, **Security Event** or **Social Engineering Incident** taking place before the end of the **Policy Period** and on or after the **Retroactive Date**, if any, shown in Item 8 of the Declarations.

B. Supplemental Payments

These supplemental payments will be paid in excess of the applicable Deductible shown in Item 5 of the Declarations and up to the Limit of Liability shown in Item 5 of the Declarations, in addition to the applicable Limit of Liability shown in Item 4 of the Declarations.

1. Crisis Management Expenses

The **Insurer** will reimburse the **Named Insured** for any **Crisis Management Expenses** resulting directly from any **Wrongful Act**, **Privacy Breach**, **Security Event** or **Social Engineering Incident** that the **Insured** incurs during the **Policy Period**.

The **Insurer** will have no duty to defend any **Insured** as to any act causing **Crisis Management Expenses**.

2. Disciplinary Proceedings

If, during the **Policy Period**, a **Disciplinary Proceeding** is first brought against any **Insured**, the **Insurer** will reimburse the **Insured** for reasonable and necessary legal fees and expenses that the **Insured** incurs in the defense of such matter. Such legal fees and expenses do not include any fines, penalties or restitution paid by the **Insured** as part of or to resolve a **Disciplinary Proceeding**.

The **Insurer** will have no duty to defend the **Insured** in any such **Disciplinary Proceeding**.

Any notice given to the **Insurer** by any **Insured** under this subsection will be deemed notice of **Potential Claim**.

3. Subpoena Assistance

If, during the **Policy Period**, an **Insured** first receives a subpoena for documents or testimony arising out of **Professional Services** performed by any **Insured**, and the **Insured** requests the **Insurer's** assistance in responding to such subpoena, the **Insurer** will reimburse the **Insured** for reasonable and necessary: legal fees and expenses incurred to provide the **Insured** advice regarding the production of documents; costs incurred by the **Insured** to produce any documents in response to the subpoena; and legal fees and expenses to prepare the **Insured** for sworn testimony and to represent the **Insured** at the **Insured's** depositions;

provided that:

- a. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
- b. the **Insured** has not been engaged to provide advice or testimony in connection with the civil lawsuit and the **Insured** has not provided such advice or testimony in the past.

The **Insurer** has no duty to defend the **Insured** in connection with any such subpoena assistance. Compliance with a subpoena will not be considered a **Claim** or **Disciplinary Proceeding** under the policy and the coverage for any Subpoena Assistance is limited to that provided under this section.

SECTION II – LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits of Liability: Insuring Agreements A.1 Professional Liability and A.2 Cyber Liability

1. Limit of Liability: Each **Claim** under Insuring Agreements A.1 and A.2: The most the **Insurer** will pay for any **Loss** for each **Claim** covered by this policy under Insuring Agreements A.1 and A.2 is the amount shown for Limit of Liability in Item 4 of the Declarations.
2. Limits of Liability, Aggregate for all **Claims** under Insuring Agreements A.1 and A.2: The most the **Insurer** will pay for all **Loss** for all **Claims** in the Aggregate covered by this policy under Insuring Agreements A.1 and A.2 is the amount shown in Item 4 of the Declarations.
3. **Defense Costs** are part of and not in addition to the Limits of Liability. Payment of **Defense Costs** by the **Insurer** will reduce, and may exhaust, the Limits of Liability.

B. Limits of Liability: Supplementary Coverages

Supplemental payments under Insuring Agreement B will be paid in addition to the Each **Claim** or Aggregate Limit of Liability, as applicable, shown in Item 4 of the Declarations.

1. Limits of Liability: **Crisis Management Expenses** – The most this **Insurer** will pay for **Crisis Management Expenses** covered under Insuring Agreement B.1 of this policy during the **Policy Period** from each **Wrongful Act, Privacy Breach, Security Event** or **Social Engineering Incident** and in the Aggregate are the amounts shown for **Crisis Management Expenses** in Item 5 of the Declarations.
2. Limits of Liability: Each **Disciplinary Proceeding**: The most the **Insurer** will pay for each such **Disciplinary Proceeding** and the Aggregate under Insuring Agreement B.2 during the **Policy Period** are the amounts shown in Item 5 of the Declarations.
3. Limits of Liability: Subpoena Assistance: The most the **Insurer** will pay for each such subpoena and in the Aggregate under Insuring Agreement B.3 of this policy are the amounts shown in Item 5 of the Declarations. The each Subpoena Limit of Liability will apply to all subpoenas issued in the same civil lawsuit.

C. Deductible

1. Regarding the coverage provided by this policy under Insuring Agreements A.1 Professional Liability and A.2, Cyber Liability, the Each Claim Deductible shown in Item 4 of the Declarations applies to each **Claim** and will be paid by the **Insured** as a condition precedent to payment of any **Loss** by the **Insurer**. The **Insured** must pay the applicable deductible for each **Claim** within 30 days of the **Insurer's** written request regardless of the number of **Claims** covered by this policy. Any Aggregate Deductible amount shown in Item 4 of the Declarations is the most the **Insured** will pay as a deductible for all **Claims** covered by this policy.
2. Regarding the coverage provided by this policy under Insuring Agreement B. Supplemental Coverages, the Each **Expense Event** Deductible shown in Item 5 of the Declarations applies respectively to each **Crisis Management Expense, Disciplinary Proceeding** or Subpoena and will be paid by the **Insured** as a condition precedent to payment of any **Loss** by the **Insurer**. The Each Subpoena deductible will apply to all subpoenas issued in the same civil lawsuit. The **Insured** must pay the applicable deductible for each **Claim** within 30 days of the **Insurer's** written request regardless of the number of **Claims** covered by this policy. Any Aggregate Deductible amount shown in Item 4 of the Declarations is the most the **Insured** will pay for all **Claims** covered by this policy.
3. The **Insured's** Deductible obligation for each **Claim** will be reduced by 50%, subject to a maximum aggregate reduction of all Deductibles for all **Claims** of \$25,000 if, within 180 days of the institution of arbitration proceedings or service of suit, the **Insurer** agrees and the **Insured** consents to the final settlement of a **Claim** during a voluntary mediation. This reduction does not apply to any **Claim** resolved through court-mandated mediation or voluntary or involuntary arbitration.

SECTION III - DEFINITIONS

- A. **Bodily Injury** means physical injury, sickness, disease or death of any person.
- B. **Claim** means any of the following arising from a **Wrongful Act**:
 1. a written demand received by any **Insured** for monetary, non-monetary or injunctive relief, including a written demand that the **Insured** toll or waive a statute of limitations;
 2. a civil proceeding against any **Insured** commenced by the service of a complaint or similar pleading;
 3. the institution of an arbitration, mediation, or other alternate dispute resolution proceeding against any **Insured**; or
 4. as respects Insuring Agreement A.2, a **Privacy Regulatory Action** against any **Insured**.
- C. **Controlled Enterprise** means any business enterprise if at the time the **Wrongful Act** occurs:
 1. such business enterprise is a publicly traded entity and 5% or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by one or more of the **Insureds** or the **Insured's** qualified domestic partners; or
 2. such business enterprise is not a publicly traded entity and 25% or more of the legal, beneficial or equitable ownership of such enterprise is owned or controlled, individually or collectively, by one or more of the **Insureds** or the **Insured's** qualified domestic partners.

Controlled Enterprise will not include the **Named Insured** entity or a business enterprise in which the ownership, control, operation or management by any **Insured** is exclusively in a fiduciary capacity as an administrator, conservator, executor, trustee, guardian, receiver or committee or in a similar fiduciary capacity incidental to the practice of law by any **Insured**.
- D. **Crisis Management Expenses** mean reasonable and necessary expenses, including legal fees, approved by the Insurer, in its sole discretion, to engage a public relations firm after an **Insured's Wrongful Act, Privacy Breach, Security Event** or **Social Engineering Incident**.

E. **Defense Costs** means:

1. reasonable and necessary fees, costs and expenses charged by any lawyer consented to or designated by the **Insurer** to defend any **Insured** against a **Claim**;
2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, discovery, adjustment, defense, settlement or appeal of a **Claim** as authorized by the **Insurer**; and
3. the cost of a bond or appeal bond, required as a result of a **Claim**, including bonds to release attachments, but only for bond amounts not exceeding the applicable Limit of Liability; however, the **Insurer** has no obligation to apply for, guarantee or furnish any such bond.

Defense Costs do not include the remuneration, salaries, overhead, fees or expenses of either the **Insured's** or the **Insurer's** regular employees or officials or any fees or expenses incurred prior to the time that a **Claim** is first made against any **Insured** and reported to the **Insurer**. **Defense Costs** will be paid first and will reduce, and may exhaust, the Limits of Liability shown in Items 4 and 5 of the Declarations.

F. **Disciplinary Proceeding** means a proceeding before a disciplinary board or similar entity or official to determine violations of disciplinary rules or rules of professional conduct, professional misconduct or other matters relating to licensing and discipline. **Disciplinary Proceeding** does not include charges, investigations or actions filed with a regulatory agency or official, including, without limitation, the Securities and Exchange Commission, the U.S. Patent & Trademark Office or the Internal Revenue Service.

G. **Expense Event** means any **Disciplinary Proceeding**, subpoena or corporate reputation damage that triggers coverage under Insuring Agreement B.1, B.2. or B.3.

H. **Information Custodian** means any third party that possesses **Non-public Personal Information** or **Proprietary Business Information** on behalf of the **Named Insured** and which is required to maintain the confidentiality and integrity of that information by a written contract with the **Named Insured**.

I. **Information System** means any electronic device, electronic or paper storage media, as well as any communication networks, including cloud or other multi-tenant storage models.

J. **Insured** means:

1. the **Named Insured**;
2. any lawyer who is or becomes a past, present or future partner, officer, director, shareholder or employee of the **Named Insured**, but only while performing **Professional Services** on behalf of the **Named Insured**;
3. the estate, heirs, executors, administrators, assigns and legal representatives of each **Insured** in the event of the death, incapacity, insolvency or bankruptcy of any **Insured**, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy;
4. any **Insured's** legal spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable state, federal or local law in the United States, but only with respect to **Loss** resulting from **Professional Services** provided by the **Insured** on behalf of the **Named Insured**;
5. any lawyer listed in the Prior Acts Schedule, who is a partner, "of counsel", officer, director, shareholder or employee of the **Named Insured** at the time the **Claim** is made, but only as respects **Professional Services** rendered by such lawyer while associated with a prior law firm;
6. any lawyer acting as "of counsel" or as an independent contractor, but only as to any **Claim** involving the performance of **Professional Services** on behalf of the **Named Insured**; or
7. any non-lawyer employee, intern, volunteer or independent contractor of the **Named Insured**, but only as to any **Claim** involving the performance of **Professional Services** on behalf of the **Named Insured**.

- K. **Insurer** means the insurance company issuing this policy as shown in the Declarations.
- L. **Loss** means a monetary judgment or settlement that an **Insured** becomes legally obligated to pay as a result of a **Claim**, including punitive or exemplary damages where insurable under applicable law.
1. **Loss** includes:
 - a. **Defense Costs**;
 - b. pre and post judgment interest on the entire amount of any judgment which accrues after the entry of the judgment and before the **Insurer** has paid or tendered or deposited in the court that part of the judgment that does not exceed the policy limit.
 - c. as regards the coverage provided under SECTION I – COVERAGES, A. Insuring Agreements, 2. Cyber Liability, **Loss** includes the following for which an **Insured** becomes legally obligated to pay as the result of a **Claim** to which this insurance applies:
 - (1) **Regulatory Fines And Penalties** if, and to the extent that, such amounts are insurable under the law of the jurisdiction most favorable to the insurability of such **Regulatory Fines And Penalties** provided such jurisdiction has a substantial relationship to the relevant **Insureds**, the **Insurer**, or the **Claim**; and
 - (2) **Regulatory Restitution**.
 2. **Loss** does not include:
 - a. any fines, penalties, taxes or sanctions, whether imposed by law or otherwise (except as provided above with respect to punitive or exemplary damages or **Regulatory Fines And Penalties**);
 - b. the return, reduction or restitution of fees or costs including any recovery of an overcharge for, or offset due, for legal fees or costs, or any other consideration paid to, or payable to, or received by any **Insured** (except as provided above with respect to **Regulatory Restitution**);
 - c. amounts which are uninsurable under applicable law; or
 - d. the cost of complying with any injunctive, declaratory or administrative relief.
- M. **Named Insured** means the person or entity designated in Item 1 of the Declarations and any **Predecessor** of such entity.
- N. **Non-public Personal Information** means any of the following information, if not already publicly available:
1. social security number, driver's license or government issued identification number;
 2. credit, debit, bank, credit union or brokerage account numbers, balances or account histories;
 3. telephone numbers or telephone records;
 4. medical records, health insurance identification numbers or other protected health information; or
 5. any other non-public information that can be used to identify that individual as specified by a **Privacy Regulation**.
- O. **Personal Injury Offense** means:
1. false arrest, humiliation, mental anguish, emotional distress, unlawful detention, false imprisonment, wrongful entry, eviction or other invasion of private occupancy, abusive litigation, abuse of process or malicious prosecution;
 2. the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of any individual's right to privacy; or
 3. misrepresentation in advertising, infringement of copyright, trademark, service mark, trade dress or trade name.

- P. **Policy Period** means the period from the inception date of this policy to the expiration date of this policy, as shown in Item 2 of the Declarations, or its earlier termination date, if any.
- Any extension of the **Policy Period** will not result in an increase or reinstatement of the Limit of Liability.
- Q. **Potential Claim** means:
1. any **Wrongful Act** which might reasonably be expected to give rise to a **Claim** against any **Insured** under the policy;
 2. any breach of duty to a client or third party, which has not resulted in a **Claim** against any of the **Insureds**; or
 3. receipt of notice of a **Disciplinary Proceeding**.
- R. **Predecessor** means an individual or entity engaged in **Professional Services** whose financial assets and liabilities the **Named Insured** is the majority successor in interest.
- S. **Privacy Breach** means any of the following arising from a **Wrongful Act** taking place on or after the Retroactive Date, if any, shown in Item 8 of the Declarations:
1. the alleged unauthorized alteration, collection, copying, disclosure, dissemination or viewing of **Non-public Personal Information** or **Proprietary Business Information** in any form, from any source, because of an **Insured's** failure to protect such information from unauthorized access or unauthorized use;
 2. the alleged accidental release or loss of **Non-public Personal Information** or **Proprietary Business Information**;
 3. the alleged wrongful collection, use or sale of **Non-public Personal Information** or **Proprietary Business Information** in any form; and
 4. an **Insured's** alleged failure to correct the **Non-public Personal Information** of a third party that is stored on the **Named Insured's Information System** once notified by the affected individual or that individual's legal counsel.
- Privacy Breach** includes the **Named Insured's** vicarious liability for the privacy breach of **Non-public Personal Information** or **Proprietary Business Information** in the care, custody and control of an **Information Custodian** to whom the **Named Insured** entrusted that information.
- T. **Privacy Regulation** means any current or future statute or regulation applying to the collection, dissemination or storage of **Non-public Personal Information** promulgated by a **Privacy Regulator** including, but not limited to, state breach notice laws, HIPAA, the Hi-Tech Act, the Federal Trade Commission (FTC) Red Flag rules, Gramm-Leach Bliley or the European Union (EU) Data Protection Act.
- U. **Privacy Regulator** means any local, state or federal government of the United States, any provincial or federal government in Canada, the European Union or a member state of the European Union.
- V. **Privacy Regulatory Action** means the institution of an investigation, an administrative hearing or civil charges by a **Privacy Regulator** under a **Privacy Regulation** arising out of an actual or alleged **Privacy Breach**.
- W. **Professional Services** means services and activities performed for others in the **Insured's** capacity as:
1. a lawyer;
 2. a notary public;
 3. an arbitrator or mediator;
 4. a title insurance agent;
 5. a designated issuing lawyer to a title insurance company;

6. a court-appointed fiduciary;
7. a government affairs advisor or lobbyist;
8. a member of a bar association or ethics, peer review, formal accreditation, licensing or similar professional board or committee;
9. an author, strictly in the publication or presentation of research papers or similar materials and only if the fees generated from such work are not greater than \$10,000; or
10. an administrator, conservator, receiver, executor, guardian, trustee or any similar fiduciary; however no coverage will apply to any **Loss** sustained or expenses incurred by any **Insured** as the beneficiary, recipient or distributee of any trust or estate.
11. an expert witness, provided the **Insured** was retained to offer expert opinion on issues related to the law, legal procedure or practice of the legal profession.

Any other services, including pro bono services, performed by any **Insured** in a lawyer-client relationship on behalf of the **Named Insured** are considered **Professional Services**, even though such services could have been performed wholly or in part by non-lawyers.

- X. **Property Damage** means physical injury to tangible property, including all resulting loss of use of that property.
- Y. **Proprietary Business Information** means business records, customer lists, trade secrets or any other non-public information entrusted to an **Insured** under a written contract to protect its confidentiality..
- Z. **Regulatory Fines And Penalties** means those sums any **Insured** is required to pay as part of the settlement or judgment of a **Privacy Regulatory Action** to which this insurance applies.
- AA. **Regulatory Restitution** means sums deposited into a fund for the purpose of providing compensation to individuals affected by a **Privacy Breach** as part of a settlement or judgment resulting from a **Privacy Regulatory Action**.
- BB. **Security Event** means any of the following arising from a **Wrongful Act** taking place on or after the Retroactive Date, if any, shown in Item 8 of the Declarations:
1. the **Insured's** inadvertent transmission of malicious computer code to a third party;
 2. the failure to prevent the use of the **Named Insured's Information System** to harm a third party's **Information System**, including the failure to prevent the use of the **Named Insured's Information System** to launch a denial of service attack;
 3. the inability of any **Insured** or third party to access the **Named Insured's Information System** due to the failure to prevent a denial of service attack, damage from malicious computer code, unauthorized access to, or unauthorized use of, the **Named Insured's Information System**; or
 4. the corruption, destruction or loss of electronic data held within the **Named Insured's Information System** as the direct result of malicious computer code, a denial of service attack or from unauthorized access to, or unauthorized use of, the **Named Insured's Information System**.
- CC. **Social Engineering Incident** means the following arising from a **Wrongful Act** taking place on or after the Retroactive Date, if any, shown in Item 8 of the Declarations:
- An **Insured** having transferred, paid or delivered funds or data as a direct result of a fraudulent written instruction, electronic instruction (including e-mail or web-based instruction) or telephone instruction which is intended to mislead an **Insured** through misrepresentation of a material fact that is relied upon in good faith by such **Insured**.
- DD. **Totally And Permanently Disabled** means that the **Insured** has become so disabled as to be wholly prevented from rendering **Professional Services** in the **Insured's** capacity as a lawyer; provided that such disability has existed continuously for not less than 6 months and is expected to be continuous and permanent. **Totally And Permanently Disabled** does not include any condition which:

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

EE. **Wrongful Act** means any actual or alleged act, error, omission or breach of duty by any **Insured** in the rendering of or failure to render **Professional Services**. **Wrongful Act** also means an actual or alleged **Personal Injury Offense** by any **Insured** in the rendering of or failure to render **Professional Services**.

SECTION IV - EXCLUSIONS

This policy does not apply to any **Claim** or **Expense Event**:

- A. arising out of a **Wrongful Act, Privacy Breach, Security Event, Social Engineering Incident** or **Expense Event** occurring prior to the **Policy Period** if, prior to the effective date of the first Lawyers' Professional Liability Insurance Policy issued by the **Insurer** to the **Named Insured** and continuously renewed and maintained in effect prior to the inception of this **Policy Period**:
1. any **Insured** gave notice to any prior insurer of any such **Claim**, (including any **Potential Claim** that might lead to a **Claim**), **Wrongful Act, Privacy Breach, Security Event** or **Social Engineering Incident**; or
 2. any **Insured** had a reasonable basis to believe that the **Insured** had committed a **Wrongful Act**, violated a disciplinary rule, or engaged in professional misconduct.
- B. arising out of any actual or alleged intentional, criminal, dishonest, malicious or fraudulent act, error or omission by any **Insured** if such intentional, criminal, dishonest, malicious or fraudulent act, error or omission is established by a final adjudication of the **Claim** in any judicial, administrative or alternative dispute resolution proceeding.

This Exclusion does not apply to any **Personal Injury Offense** that results from any **Professional Services** by any **Insured**.

For purposes of this Exclusion, no such act of one of the **Insureds** will be imputed to any of the **Insureds** who were not aware of and did not participate in such act.

- C. arising out of any **Insured's** services or capacity as an officer, director, partner, owner, or employee of any corporation, partnership, association or any other business enterprise or charitable organization of any kind or nature other than that of the **Named Insured**.

This Exclusion does not apply to any **Claim** that results directly from the rendering of or failure to render **Professional Services** by any **Insured** to such corporation, partnership, association or other business enterprise or charitable organization.

- D. arising out of any **Insured's** services as a public official, or as an employee of a governmental body, subdivision, or agency.
- E. arising out of any actual or alleged violation or breach by any **Insured** as a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law.

- F. arising out of **Bodily Injury** or **Property Damage**.

This Exclusion does not apply to the extent that any such **Bodily Injury** or **Property Damage** results from any **Insured's** rendering of or failure to render **Professional Services**.

- G. arising out of any actual or alleged liability assumed by any **Insured** under any written or oral contract or agreement including, without limitation, any indemnification agreement, provided that this exclusion does not apply to any tort liability that would have attached to any **Insured** in the absence of such contract or agreement and is otherwise covered under this policy.
- H. by or on behalf of any **Insured** against any other **Insured** unless such **Claim** arises out of **Professional Services** by any **Insured** rendered to such other **Insured** as a client.
- I. arising out of **Professional Services** rendered, or that should have been rendered, to or on behalf of a **Controlled Business Enterprise**.

SECTION V – EXTENDED REPORTING PERIODS

In the event this policy is cancelled or non-renewed by either the **Named Insured** or the **Insurer**, the **Named Insured** is entitled to the extensions of coverage shown in this Section.

A. Automatic Extended Reporting Period

An Extended Reporting Period is automatically provided to the **Named Insured** without additional charge. This period starts at the end of the **Policy Period** and lasts for 60 days, or the date another policy for professional liability insurance applicable to the **Named Insured** takes effect, whichever occurs first.

1. There will be no entitlement to this Automatic Extended Reporting Period if cancellation or non-renewal is due to any **Insured's** non-payment of premium or deductible due, or failure to comply with the terms and conditions of the policy, or if the policy was issued based on a misrepresentation by any **Insured**.
2. This Automatic Extended Reporting Period will be subject to all the terms and conditions of this policy and will apply only to **Claims** first made against any **Insured** during the Automatic Extended Reporting Period and reported to the **Insurer** during the Automatic Extended Reporting Period and that arise out of a **Wrongful Act** that occurred or is alleged to have occurred subsequent to the **Retroactive Date**, if any, and before the end of the **Policy Period**.
3. The fact that the period during which **Claims** may be reported to the **Insurer** under this policy by way of this Automatic Extended Reporting Period does not in any way increase the Limits of Insurance of this policy.
4. If any other policy of insurance in effect would apply to any **Claims** first made against the **Insured** during the Automatic Extended Reporting Period, then coverage provided under this Automatic Extended Reporting Period will apply in excess of such other insurance.

B. An Optional Extended Reporting Period is available to the **Named Insured**, but only by an endorsement and for an extra premium charge as shown in Item 7 of the Declarations.

1. The **Named Insured** must give the **Insurer** a written request for the endorsement and pay any premium due within 60 days after the end of the **Policy Period**. The Optional Extended Reporting Period will not go into effect unless the **Named Insured** pays the additional premium promptly when due.
2. The Optional Extended Reporting Period is non-cancellable and starts upon the expiration of the **Policy Period**.
3. All premiums paid for the Optional Extended Reporting Period will be deemed fully earned and non-refundable as of the first day of the Optional Extended Reporting Period.
4. There will be no entitlement to this Optional Extended Reporting Period if cancellation or non-renewal is due to any **Insured's** non-payment of premium or deductible due, or failure to comply with the terms and conditions of the policy, or if the policy was issued based on a misrepresentation by any **Insured**.

5. This Optional Extended Reporting Period will be subject to all the terms and conditions of this policy and will apply only to **Claims** first made against any **Insured** during the Optional Extended Reporting Period and reported to the **Insurer** during the Optional Extended Reporting Period and that arise out of a **Wrongful Act** that occurred or is alleged to have occurred subsequent to the **Retroactive Date**, if any, and before the end of the **Policy Period**.
6. If the **Insurer** offers to renew the policy and the **Named Insured** refuses to accept such renewal offer, then upon the effective date of cancellation or non-renewal, the maximum aggregate liability for all **Loss** arising out of **Claims** first made during the Optional Extended Reporting Period will be equal to, in addition to, and not part of the Aggregate Limits of Liability as set forth in Item 4 of the Declarations.

However, if the **Insurer** has provided coverage under this policy continually for less than three (3) years and the **Insurer** does not offer to renew the policy, then upon the effective date of cancellation or non-renewal, the maximum Aggregate Limit of Liability for all **Loss** arising out of **Claims** first made during the Optional Extended Reporting Period will be equal to the greater of either: (i) the amount remaining in the policy's Aggregate Limit of Liability on the effective date of cancellation or non-renewal; or (ii) an amount equal to fifty percent (50%) of the Aggregate Limit of Liability shown in Item 4 of the Declarations.
7. If any other policy of insurance in effect would apply to any **Claims** first made against the **Insured** during the Optional Extended Reporting Period, then coverage provided under this policy during any Optional Extended Reporting Period will apply in excess of such other insurance.
8. This Optional Extended Reporting Period is not available to any **Insured** who is disbarred, suspended or resigns from the practice of law in lieu of suspension in any state or court where the **Insured** has a license or has a right to practice.

C. Nonpracticing Extended Reporting Period

1. Eligibility

- a. If any **Insured** completely retires from or otherwise ceases the private practice of law during the **Policy Period**, then such **Insured** has the option to purchase a Nonpracticing Extended Reporting Period, but any such Nonpracticing Extended Reporting Period will apply only to **Claims** first made against the **Insured** during the Nonpracticing Extended Reporting Period for **Wrongful Acts** committed or allegedly committed by the **Insured** on or after any applicable **Retroactive Date** and prior to the date of the **Insured's** retirement or termination of private practice.
- b. The option to purchase a Nonpracticing Extended Reporting Period will apply only to an **Insured** as defined under SECTION III – DEFINITIONS, paragraph J. **Insured**, subparagraph 2.

2. Nonpracticing Extended Reporting Period Premium and Deductible

- a. The **Named Insured** must elect the specific Nonpracticing Extended Reporting Period during the **Policy Period**. For each Nonpracticing Extended Reporting Period elected, the additional premium charged will be the applicable percentage of the full annual premium of this policy as shown in the Declarations at Item 7, but pro-rated based on the per lawyer price of the coverage of the most recent policy issued to the **Named Insured**.
 - (1) The Nonpracticing Extended Reporting Period is non-cancellable and starts upon the expiration of the Policy Period.
 - (2) All premiums paid for the Nonpracticing Extended Reporting Period will be deemed fully earned, and non-refundable as of the first day of the Nonpracticing Extended Reporting Period.
- b. The **Insurer** will waive the premium for a Nonpracticing Extended Reporting Period if the **Insured**:
 - (1) dies, except by suicide;

- (2) becomes **Totally And Permanently Disabled**; or
 - (3) retires or otherwise ceases the private practice of law during the **Policy Period** and has been insured by the **Insurer** under a primary Lawyers' Professional Liability Policy continuously for the last 3 years.
- c. The Deductible amount shown in the Declarations and deductible provisions of this policy do not apply to **Claims** first made against the **Insured** during any Nonpracticing Extended Reporting Period.
3. Nonpracticing Extended Reporting Period Limits of Liability
- a. The **Insurer's** limits of liability for all **Claims** first made against the **Insured** during any Nonpracticing Extended Reporting Period will be part of, and not in addition to, the each **Claim** and Aggregate Limits of Liability shown in the Declarations and Section II – Limits Of Liability And Deductible of this policy.
 - b. If any other policy of insurance would apply to any **Claims** first made against the **Insured** during the Nonpracticing Extended Reporting Period, then coverage provided under this policy will apply in excess of such other insurance.
4. This Nonpracticing Extended Reporting Period is not available if the **Insured** is disbarred, suspended or resigns from the practice of law in lieu of suspension in any state or court where the **Insured** has a license or has a right to practice.

SECTION VI – GENERAL CONDITIONS

A. Defense, Settlement And Cooperation

1. The **Insurer** has the right and duty to defend any **Insured** against any **Claim**, even if the allegations of such **Claim** are groundless, false or fraudulent. The **Insurer** will designate, or, in the **Insurer's** sole discretion, approve counsel chosen by an **Insured** to defend the **Claim**. However, the **Insurer** has no duty to defend any **Insured** against any **Claim** to which this insurance does not apply.

This policy has provisions whereby the **Insurer** will reimburse the **Insured(s)** certain costs incurred as a result of defending a **Disciplinary Proceeding** or responding to a subpoena for documents or testimony; however the **Insurer** has no duty to defend the **Insured** in any such **Disciplinary Proceeding** or in connection with any such subpoena assistance as shown in SECTION I – COVERAGES, B. Supplemental Payments, item 5 of this policy.

2. The **Insurer** has the right to make any investigation the **Insurer** deems necessary and, with the **Insured's** consent, make any settlement of any **Claim** covered by the terms of this policy. If the **Insured** refuses to consent to any settlement or compromise recommended by the **Insurer** and acceptable to the claimant, and the **Insured** elects to contest the **Claim** or continue legal proceedings in connection with such **Claim**, then the **Insurer's** liability under this policy will be limited to the combined total of:
 - a. the amount of such proposed settlement or compromise;
 - b. the amount of **Defense Costs** incurred prior to the date the **Insured** refused to consent to such proposed settlement or compromise; and
 - c. 50% of the amount of **Loss** incurred in excess of the combined total of the amounts set forth in a. and b. of this section.
3. The **Insured** will not, except at the **Insured's** own cost, make any payment, admit any liability, settle any **Claim**, assume any obligation or incur any expense, without the **Insurer's** prior written consent, such consent not to be unreasonably withheld.
4. If the applicable Limit of Liability shown in Items 4 or 5 of the Declarations are exhausted by the payment of **Loss**, then all of the **Insurer's** obligations under this policy will be completely fulfilled

and exhausted, and the **Insurer** will have no further obligations of any kind or nature whatsoever under this policy. If the applicable Limit of Liability shown in the Declarations is exhausted prior to settlement or judgment of any **Claim**, the **Insurer** will have the right to withdraw from further investigation or defense by tendering control of such investigation or defense to the **Insured**, and the **Insured** agrees, as a condition to the issuance of this policy, to accept such tender.

5. The **Insured** must cooperate with the **Insurer** and assist the **Insurer** in investigating and defending any **Claim** or **Potential Claim** or investigating any event resulting in coverage under Insuring Agreement B. Supplemental Payments. Upon the **Insurer's** request, the **Insured** must submit to examination and interrogation by the **Insurer's** representatives, under oath if required, and the **Insured** must attend hearings, depositions and trials, and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and other proceedings, as well as in the giving of a written statement or statements to the **Insurer's** representatives including investigating, defense, and coverage counsel, and meeting with such representatives for the purpose of investigation, including the investigation of coverage issues or defense. The **Insured** must further cooperate with the **Insurer** and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the **Insured** may have.

B. Reporting And Notice

1. Reporting of **Claims**

If, during the **Policy Period** or any Extended Reporting Period, any **Claim** for a **Wrongful Act** is first made against any **Insured**, as a condition precedent to the **Insured's** right to coverage under this policy, the **Insured** must give the **Insurer** written notice of such **Claim** as soon as practicable, but in no event later than the later of 60 days after the expiration date or earlier termination date of this policy, or the expiration of any Extended Reporting Period, if applicable.

Timely and sufficient notice of a **Claim** by one of the **Insureds** will be deemed timely and sufficient notice for all of the **Insureds** involved in the **Claim**. Such notice must give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Wrongful Act**; the identity of the **Insured** and all potential claimants involved; a description of the injury or damages that resulted from such **Wrongful Act**; information on the time, place and nature of the **Wrongful Act**; and the manner in which the **Insured** first became aware of the **Claim**.

2. Reporting of **Potential Claims**

If, during the **Policy Period**, any **Insured** first becomes aware of any **Potential Claim**, the **Insured** will give the **Insurer** written notice of such **Potential Claim** with full particulars as soon as practicable thereafter, but in any event before the end of the **Policy Period**. If such **Potential Claim** later becomes a **Claim** not otherwise excluded by this policy, such **Claim** will be treated as if the **Claim** had been first made during the **Policy Period**. Full particulars include, but are not limited to: a description of the **Potential Claim**; the identity of the **Insured** and all potential claimants involved; information on the time, place and nature of the **Potential Claim**; the manner in which the **Insured** first became aware of such **Potential Claim**; and the reasons the **Insured** believe the **Potential Claim** is likely to result in a **Claim**.

Whenever coverage under this policy would be lost because of noncompliance with the preceding paragraph, the **Insurer** agrees to waive such loss of coverage with respect to any **Insured** who failed to comply because they were not aware of such **Potential Claim** or the **Wrongful Act** on which the **Potential Claim** is based, or did not remain passive after learning about non-compliance with the requirements of these conditions 1 or 2.

3. Notice regarding **Crisis Management Expenses**

If, during the **Policy Period**, a **Wrongful Act**, **Privacy Breach Security Event** or **Social Engineering Incident** occurs, then as a condition precedent to the **Insured's** right to coverage under this policy for **Crisis Management Expenses** regarding such **Wrongful Act**, **Privacy Breach**, **Security Event** or **Social Engineering Incident**, the **Insured** must give the **Insurer**

written notice of such **Wrongful Act, Privacy Breach, Security Event or Social Engineering Incident** as soon as practicable, but in no event later than the end of the **Policy Period**.

Such notice must give full particulars of the **Wrongful Act, Privacy Breach, Security Event or Social Engineering Incident**, including, but not limited to: a description of the **Wrongful Act, Privacy Breach, Security Event or Social Engineering Incident**; the identity of the **Insured** and all potential claimants involved; and the manner in which the **Insured** first became aware of such **Wrongful Act, Privacy Breach, Security Event or Social Engineering Incident**.

4. Notice of **Disciplinary Proceedings** and Subpoenas

If, during the **Policy Period**:

- a. a **Disciplinary Proceeding** is first initiated against any **Insured** and covered by SECTION I – COVERAGES, B. Supplemental Payments, 2. Disciplinary Proceedings; or
- b. any **Insured** first receives a subpoena covered by SECTION I – COVERAGES, B. Supplemental Payments, 3. Subpoena Assistance;

then as a condition precedent to the **Insured's** right to coverage under this policy, the **Insured** must give the **Insurer** written notice of such **Disciplinary Proceeding** or subpoena as soon as practicable, but in no event later than the end of the **Policy Period**.

Such notice must give full particulars of the **Disciplinary Proceeding** or subpoena, including, but not limited to: a description of the **Disciplinary Proceeding** or subpoena; the identity of the **Insured** and all potential claimants involved; and the manner in which the **Insured** first became aware of such **Disciplinary Proceeding** or subpoena.

5. Notices

All written notices required herein must be sent to the **Insurer** at the **Insurer's** physical address or e-mail address shown in Item 9 of the **Declarations**.

C. Multiple Wrongful Acts, **Claims** or Claimants

Two or more **Claims** arising out of a single **Wrongful Act**, or any series of related **Wrongful Acts**, will be considered a single **Claim**. Each **Wrongful Act**, in a series of related **Wrongful Acts**, will be deemed to have occurred on the date of the first such **Wrongful Act**.

D. Organizational Changes

In the event of a merger, dissolution or acquisition of the **Named Insured**, an **Insured** must notify the **Insurer** at least 60 days prior to the projected date of such change. Notwithstanding the above, the **Insured** must provide written notice to the **Insurer** of any organizational change which occurs during the **Policy Period**, affecting 50% or more of the lawyers at the inception of this policy. This notice must be provided in writing within 60 days of such change. In the event of an organizational change under this Condition, the **Insurer** will have the right to accept, alter or decline coverage and to charge an additional premium.

E. Other Insurance

This insurance will apply only in excess of the applicable Deductible amount shown in Items 4 and 5 of the **Declarations** and the amount of any other valid and collectible insurance available to any **Insured** regarding any coverage that is available under any Insuring Agreement to this policy, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is specifically written as excess insurance over the Limits of Liability provided in this policy.

F. Cancellation and Non-Renewal

1. Cancellation

- a. The **Named Insured** may cancel this policy by mailing or delivering advance written notice to the **Insurer** at the **Insurer's** address shown in Item 9 of the **Declarations**, stating when

cancellation will be effective. If the **Insured** cancels this policy, the **Insurer** will retain the customary short rate portion of the premium.

- b. The **Insurer** may cancel this policy by mailing written notice to the first **Named Insured** shown in Item 1 of the Declarations stating when, not less than 30 days thereafter (or such longer period of time as required by applicable law), such cancellation will be effective.
- c. However, if the **Insurer** cancels this policy because the **Named Insured** has failed to pay a premium or Deductible when due, the **Insurer** may cancel this policy by mailing written notice of cancellation to the first **Named Insured** shown in Item 1 of the Declarations stating when, not less than 10 days thereafter (or such longer period of time as required by applicable law), such cancellation will be effective. Such notice will apply to all of the **Insureds**. If cancelled by the **Insurer**, earned premium will be computed pro rata.

2. Non-renewal

If the **Insurer** elects not to renew this policy, the **Insurer** will mail to the first **Named Insured** shown in Item 1 of the Declarations written notice of non-renewal at least 60 days prior to the expiration date of this policy. If the notice is not given at least 60 days prior to the expiration date, the policy will continue in force until 60 days after the notice of intent not to renew is received by the **Insured**.

Notice of non-renewal will not be required if the **Named Insured** has obtained replacement coverage or have requested or agreed to non-renewal.

G. Appearance at Proceedings

The **Insurer** will pay for loss of earnings for the **Insured's** attendance, at the **Insurer's** written request, at a trial, hearing, arbitration or mediation proceeding involving a **Claim** against any **Insured** covered by this policy. The maximum amount the **Insurer** will pay for any one or series of trials, hearings, mediation or arbitration proceedings arising out of the same **Claim** will not exceed \$500 per individual **Insured** for each day, or part thereof. The most the **Insurer** will pay under this subsection is \$10,000 each **Claim** and \$50,000 in the aggregate for all **Claims** made during the **Policy Period** or applicable Extended Reporting Period.

H. Subrogation

In the event of any payment under this policy, the **Insurer** will be subrogated to all the **Insured's** rights of recovery against any person or organization; provided that the **Insurer** will not exercise any rights of subrogation against any of the **Insureds** who did not commit the wrongdoing.

The **Insured** will execute and deliver instruments, papers, and do whatever else is necessary to secure such rights, and do nothing to prejudice such rights.

Any amount recovered upon the exercise of such rights of subrogation will be applied as follows: first, to the repayment of expenses incurred in the exercise of such subrogation rights; second, to **Loss** paid by the **Insured** in excess of the limits of liability; third, to **Loss** paid by the **Insurer**; fourth, to **Loss** paid by the **Insured** in excess of the deductible amount; and last, to the repayment of any deductible amount paid by the **Insured**.

In no event will the **Named Insured** waive any of its rights of subrogation after it has become aware of any **Claim**, or any circumstances that may give rise to a **Claim**, against any **Insured**.

I. Bankruptcy or Insolvency

Bankruptcy or insolvency of any **Insured** or of any **Insured's** estate will not relieve the **Insurer** of any of the **Insurer's** obligations or deprive the **Insurer** of any of the **Insurer's** rights under this policy.

J. Policy Territory

This policy applies to **Wrongful Acts** occurring anywhere in the world where legally permissible; however, no coverage will be available under this policy for any **Claim** brought, or occurring in any country with which the United States of America does not have active diplomatic relations at the time such **Claim** is made.

All premiums, Limits of Liability, deductibles and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Loss** under this policy is stated in a currency other than United States Dollars, payment under this policy will be made in United States Dollars at the rate of exchange on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Loss** is due, respectively.

K. Assignment

Neither this policy nor any **Insured's** interest in this policy may be assigned without the **Insurer's** written consent.

L. Liberalization

If the **Insurer** adopts any revision to this form that would broaden coverage under this policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this policy, except that it will not apply to **Claims** that were first made against any **Insured** prior to the effective date of such revision.

M. Policy Changes

Notice to or knowledge possessed by any broker or other person acting on the **Insured's** behalf will not effect a waiver or change in any part of this policy or prevent or estop the **Insurer** from asserting any right(s) under this policy. This policy can only be altered, waived or changed by written endorsement or agreed to in writing by an authorized representative of the **Insurer**.

N. Action Against the **Insurer**

No action can be brought against the **Insurer** unless, as a condition precedent, the **Insured** has fully complied with all the terms and conditions of this policy. Nothing contained in this policy gives any person or organization the right to join the **Insurer** as a party to any **Claim** to determine the **Insured's** liability.

O. Waiver

The **Insurer's** failure to insist on strict compliance with any of the terms or conditions of this policy or the failure to exercise any right or privilege will not operate or be construed as a waiver of any subsequent breach or a waiver of any other terms, conditions, privileges or rights.

P. Representations

By accepting this policy, all **Insureds** agree that all statements made and information furnished to the **Insurer** are true, accurate and complete, and that this policy has been issued in reliance upon the truth and accuracy of those representations, subject to all of the terms and conditions of this policy.