LAWYERS PROFESSIONAL LIABILITY POLICY
I. INSURING AGREEMENT

A. Coverage
The Company agrees to pay on behalf of the Insured all sums in excess of the deductible that the Insured shall become legally obligated to pay as damages and claim expenses because of a claim that is both first made against the Insured and reported in writing to the Company during the policy period by reason of an act or omission in the performance of legal services by the Insured or by any person for whom the Insured is legally liable, provided that:

1. no Insured gave notice to a prior insurer of such claim or a related claim;
2. no Insured gave notice to a prior insurer of any such act or omission or related act or omission;
3. prior to the date an Insured first becomes an Insured under this Policy or became an Insured under the first policy issued by the Company (or its subsidiary or affiliated insurers) to the Named Insured or any predecessor firm, whichever is earlier, of which this Policy is a renewal or replacement, no such Insured had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of such claim;
4. there is no other policy, whether primary, contributory, excess, contingent or otherwise, which provides insurance to any Insured for the claim based on or arising out of an act or omission in the performance of legal services by such Insured or by any person for whom such Insured is legally liable while “affiliated” with a firm other than the Named Insured. As used herein, “affiliated” includes acting as Of Counsel for a firm other than the Named Insured.

B. Defense

The Company shall have the right and duty to defend in the Insured’s name and on the Insured’s behalf a claim covered by this Policy even if any of the allegations of the claim are groundless, false or fraudulent. The Company shall have the right to appoint counsel and to make such investigation and defense of a claim as is deemed necessary by the Company. If a claim shall be subject to arbitration or mediation, the Company shall be entitled to exercise all of the Insured’s rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

C. Settlement

The Company shall not settle a claim without the written consent of the Named Insured. If the Named Insured refuses to consent to a settlement or compromise recommended by the Company and acceptable to the claimant, then the Company’s limit of liability under this Policy shall be reduced to the amount for which the claim could have been settled plus all claim expenses incurred up to the time the Company made its recommendation, which amount shall not exceed the remainder of the limit of liability specified in Section II.A.

D. Exhaustion of limits

The Company is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a claim after the applicable limit of the Company’s liability has been exhausted by payment of damages or claim expenses or by any combination thereof or after the Company has deposited the remaining available limits of liability into a court of competent jurisdiction. In such case, the Company shall have the right to withdraw from the further investigation, defense, payment or settlement of such claim by tendering control of said investigation, defense or settlement of the claim to the Insured.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of liability - each claim

Subject to paragraph B. below, the limit of
liability of the **Company** for damages and claim expenses for each claim first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations for each claim.

B. Limit of liability - in the aggregate
The limit of liability of the **Company** for damages and claim expenses for all claims first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations as the aggregate.

C. Deductible
The deductible amount stated in the Declarations is the total amount of the **Insured’s** liability for all claims and applies to the payment of damages and claim expenses for claims first made against the **Insured** and reported to the **Company** in writing during the **policy period**. The deductible shall be paid by the **Named Insured**, or upon the **Named Insured’s** failure to pay, jointly and severally by all **Insureds**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

D. Multiple insureds, claims and claimants
The limits of liability shown in the Declarations and subject to the provisions of this Policy is the amount the **Company** will pay as damages and claim expenses regardless of the number of **Insureds**, claims made or persons or entities making claims. If related claims are subsequently made against the **Insured** and reported to the **Company**, all such related claims, whenever made, shall be considered a single claim first made and reported to the **Company** within the **policy period** in which the earliest of the related claims was first made and reported to the **Company**.

E. Supplementary payments
Payments made under paragraphs 1 and 2 below will not be subject to the deductible. Such payments are in addition to the limits of liability.

1. Loss of Earnings
   The **Company** will reimburse each **Insured** up to $500 for loss of earnings for each day or part of a day of such **Insured’s** attendance, at the **Company’s** written request, at a trial, hearing or other alternative dispute resolution proceeding, including arbitration proceeding or mediation, involving a claim against such **Insured**, but in no event shall the amount payable hereunder exceed $15,000 per **Insured**.

2. Disciplinary Proceedings
   The **Company** will reimburse the **Named Insured** up to $20,000 for each **Insured** and all **Insureds** in the aggregate, for attorney fees and other reasonable costs, expenses or fees (the “Disciplinary Fees”) paid to third parties (other than an **Insured**) resulting from any one **Disciplinary Proceeding** incurred as the result of a notice of such **Disciplinary Proceeding** both first received by the **Insured** and reported in writing to the **Company** either during the **policy period** or within sixty (60) days after termination of the **policy period**, arising out of an act or omission in the rendering of legal services by such **Insured**. Except as set forth below, the amount payable hereunder shall not exceed $100,000 despite the number of such proceedings. In the event of a determination of **No Liability** of the **Insured** against whom the **Disciplinary Proceeding** has been brought, the **Company** shall reimburse such **Insured** for Disciplinary Fees, including those in excess of the $20,000 cap set forth above, up to $100,000. In no event shall the amount payable hereunder exceed $100,000 despite the number of **Insureds** hereunder or the number of such proceedings.

F. Risk Management Incentives
   1. Mediation
      If mediation of a claim takes place either without institution of arbitration proceeding or service of suit or within sixty (60) days of the institution of such proceedings or service of suit, and such claim is ultimately resolved for an amount acceptable to the **Insured** and the **Company** by the process of mediation, the **Insured’s** deductible, applying to the claim, will be reduced by 50%. In no event shall the amount of the deductible waived hereunder exceed $25,000.

   2. Subpoena Assistance
      In the event the **Insured** receives a subpoena for documents or testimony arising out of legal services rendered by the **Insured** and the **Insured** would like the **Company**’s assistance in responding to the subpoena,
the Insured may provide the Company with a copy of the subpoena and the Company will retain an attorney to provide advice regarding the production of documents, 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 lawsuit, nor has the Insured provided such advice or testimony in the past.

The Company will pay such attorney’s legal fees excluding any disbursements. Such fees incurred under this provision are in addition to the limits of liability and are not subject to the deductible. Any notice the Insured gives the Company of such subpoena shall be deemed notification of a potential claim under Section V.A. of this Policy.

G. Pre-claims Assistance

Until the date a claim is made, the Company may pay for all costs or expenses it incurs, at its sole discretion, as a result of investigating a potential claim that the Insured reports in accordance with Section V. CONDITIONS, Paragraph A, Notice, subparagraph 2, Notice of Potential Claim. Such payments are in addition to the limits of liability and not subject to the deductible.

III. DEFINITIONS

The following defined words shall have the same meaning throughout this Policy, whether expressed in the singular or the plural. Wherever appearing in bold print in this Policy:

“Bodily injury” means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; or mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person whether or not resulting from injury to the body, sickness, disease or death of any person.

“Claim” means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the Insured for money or services arising out of an act or omission, including personal injury, in the rendering of or failure to render legal services.

“Claim expenses” mean:
A. fees charged by attorneys designated by the Company or by the Insured with the Company’s written consent; and
B. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim if incurred by the Company, or by the Insured with the written consent of the Company, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the Company to apply for or furnish any such bond;
C. all costs taxed against an Insured in defense of a claim; and
D. all interest on the entire amount of any judgment which accrues after entry of the judgment and before the Company has paid that part of the judgment which does not exceed the limits of liability stated in Section II. A. above.

Claim expenses with respect to a claim will be paid first and payment will reduce the amount available to pay damages. Claim expenses do not include fees, costs or expenses of employees or officers of the Company. Nor shall claim expenses include salaries, loss of earnings or other remuneration by or to any Insured.

“Company” means the insurance company named in the Declarations.

“Damages” mean judgments, awards and settlements (including pre-judgment interest), provided any settlements negotiated with the assistance and approval of the Company. Damages do not include:
A. legal fees, costs and expenses paid or incurred or charged by any Insured, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
B. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule, including but not limited to awards under 18 U.S.C. §1961, et. seq., Federal Rules of Civil Procedure 11 or 28 U.S.C. §1927 and state statutes, regulations, rules or law so providing, and injuries that are a consequence of any of the foregoing;
C. punitive or exemplary amounts;
D. the multiplied portion of multiplied awards;
E. injunctive or declaratory relief;
F. any amount for which an Insured is absolved from payment by reason of any covenant, agreement or court order.
“Disciplinary Proceeding” means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of legal services.

“Insured” means the Named Insured, predecessor firm and the persons or entities described below:

A. any lawyer, partnership, professional corporation, professional association, limited liability company or limited liability partnership who is or becomes a partner, officer, director, stockholder-employee, associate, manager, member or employee of the Named Insured during the policy period shown in the Declarations;

B. any lawyer previously affiliated with the Named Insured or a predecessor firm as a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee but only for legal services performed on behalf of the Named Insured or a predecessor firm at the time of such affiliation. The term “previously affiliated” as used herein does not include a lawyer who, during the policy period and while affiliated with the Named Insured: a) voluntarily ceases, permanently and totally, the private practice of law; or b) dies or becomes totally and permanently disabled. Such a lawyer will be deemed to be an Insured under paragraph A. above;

C. any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who acts as Of Counsel to the Named Insured or any non-employee independent contractor attorney to the Named Insured, but only for legal services rendered on behalf of the Named Insured and only if a fee inured or, in the event of a contingency fee, would have inured, to the Named Insured. No fee need inure to the Named Insured where eleemosynary (pro bono) legal services are rendered by such Of Counsel Insured where at the time of retention, there was approval by the appropriate committee or lawyer within the Named Insured that the matter would be handled without compensation. Any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who previously qualified as an Insured under paragraph A. above, but gave up the position of partner, officer, director, stockholder-employee, associate, manager, member or employee to act exclusively as Of Counsel to the Named Insured, will be deemed to be an Insured under paragraph A. above;

D. any person who is a former or current employee, other than an employed lawyer, of the Named Insured or any predecessor firm, but solely for services performed by such person within the course and scope of their employment by the Named Insured or any predecessor firm and provided that the services in dispute are legal services of the Named Insured or any predecessor firm;

E. the estate, heirs, executors, administrators, assigns and legal representatives of an Insured in the event of such Insured’s death, incapacity, insolvency or bankruptcy, but only to the extent that such Insured would have been provided coverage under this Policy.

“Legal services” mean:

A. those services, including pro bono services, performed by an Insured for others as a lawyer, arbitrator, mediator, title agent or other neutral fact finder or as a notary public. Any title agency or company, on whose behalf the Insured acts as title agent or designated issuing attorney, is not an Insured under this Policy;

B. those services performed by an Insured as an administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity and any investment advice given in connection with such services;

C. those services performed by an Insured in the capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees.

“Named Insured” means the persons and entities designated in the Declarations.

“Personal injury” means an injury arising out of: false arrest, detention, or imprisonment; wrongful entry, or eviction, or other invasion of the right of private occupancy; libel, slander, or other disparaging or defamatory materials; a writing or saying in violation of an individual’s right to privacy; malicious prosecution or abuse of process.

“Policy period” means the period of time between the inception date and time shown in the Declarations and the date and time of termination, expiration or cancellation of this Policy.

“Predecessor firm” means any entity which has undergone dissolution and is named as such on the Declarations.

“Prior insurer” means an insurer, including the Company and any subsidiary or affiliate of the
Company, who has issued a lawyers professional liability insurance policy that is applicable to a claim, such policy having an inception date prior to the policy period.

“No Liability” means that with respect to an Insured who is the subject of a Disciplinary Proceeding, there is a:
A. final determination of no liability;
B. a determination of no further action; or
C. the matter is abandoned by the disciplinary authority.
In no event shall the term “No Liability” apply to a Disciplinary Proceeding for which a settlement has occurred.

“Related acts or omissions” mean all acts or omissions in the rendering of legal services that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

“Related claims” mean all claims arising out of a single act or omission or arising out of related acts or omissions in the rendering of legal services.

“Totally and permanently disabled” means that an Insured is so disabled as to be wholly prevented from rendering legal services provided that such disability:
A. has existed continuously for not less than six (6) months; and
B. is reasonably expected to be continuous and permanent.

IV. EXCLUSIONS

This Policy does not apply:

A. Intentional Acts
   to any claim based on or arising out of any dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by an Insured except that:
   1. this exclusion shall not apply to personal injury;
   2. the Company shall provide the Insured with a defense of such claim unless or until the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the Company’s rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against any Insured;
   3. this exclusion will not apply to any Insured who is not found to have personally committed the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by any trial verdict, court ruling, or regulatory ruling;

B. Bodily Injury/Property Damage
   to any claim for bodily injury, or injury to, or destruction of, any tangible property, including the loss of use resulting therefrom except that this exclusion of bodily injury does not apply to mental injury, mental anguish, mental stress, humiliation or emotional distress caused by personal injury;

C. Status as Beneficiary or Distributee
   to any loss sustained by an Insured or claim made against an Insured as beneficiary or distributee of any trust or estate;

D. Contractual Liability
   to any claim based on or arising out of an Insured’s alleged liability under any oral or written contract or agreement, unless such liability would have attached to any Insured in the absence of such agreement;

E. Insured vs. Insured
   to any claim by or on behalf of an Insured under this Policy against any other Insured hereunder unless such claim arises out of legal services by an Insured rendered to such other Insured as a client;

F. Capacity as Director, Officer, Fiduciary
   to any claim based on or arising out of an Insured’s capacity as:
   1. a former, existing or prospective officer, director, shareholder, partner, manager or member (or any equivalent position), of any entity, if such entity is not named in the Declarations; or
   2. a trustee of a pension, welfare, profit-sharing, mutual or investment fund or investment trust; or
   3. 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;
   except that this exclusion does not apply to a claim based on or arising out of an Insured’s capacity as a member, director or officer of any professional legal association, including any...
Bar Association and any similar organization or association, its governing board or any of its committees;

G. Capacity as Public Official
to any claim based on or arising out of an Insured’s capacity as a public official or an employee or representative of a governmental body, subdivision or agency unless such Insured is deemed as a matter of law to be a public official or employee or representative of such entity solely by virtue of rendering legal services to it;

H. Owned Entity
to any claim based on or arising out of legal services performed, directly or indirectly, for any entity not named in the Declarations, if at the time of the act or omission giving rise to the claim, the percentage of ownership interest, direct or indirect, in such entity by any Insured, or an accumulation of Insureds, exceeded 10%.

V. CONDITIONS

A. Notice
1. Notice of Claims
   The Insured, as a condition precedent to the obligations of the Company under this Policy, shall as soon as reasonably possible after learning of a claim give written notice to the Company during the policy period of such claim. The Company agrees that the Insured may have up to, but not to exceed, sixty (60) days after the Policy expiration to report a claim made against the Insured during the policy period if the reporting of such claim is as soon as reasonably possible.

2. Notice of Potential Claims
   If during the policy period the Insured becomes aware of any act or omission that may reasonably be expected to be the basis of a claim against the Insured and gives written notice to the Company of such act or omission and the reasons for anticipating a claim, with full particulars, including but not limited to:
   a. the specific act or omission;
   b. the dates and persons involved;
   c. the identity of anticipated or possible claimants;
   d. the circumstances by which the Insured first became aware of the possible claim, then any such claim that arises out of such reported act or omission and that is subsequently made against the Insured and reported to the Company shall be deemed to have been made at the time such written notice was given to the Company.

B. Reimbursement of the Company
   Subject always to the Insured’s right to consent to settlement, as set forth in Section I. INSURING AGREEMENT, paragraph C, Settlement, if the Company, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the deductible, the Named Insured, or upon the Named Insured’s failure to pay, the Insureds, jointly and severally, shall be liable to the Company for any and all such amounts and, upon demand, shall pay such amounts to the Company.

C. Territory
   This Policy applies to an act or omission taking place anywhere in the world, provided that the claim is made and suit is brought against the Insured within the United States of America, including its territories, possessions, Puerto Rico or Canada.

D. Other insurance
   If there is other insurance that applies to the claim, this insurance shall be excess over such other valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. When there is such other insurance, the Company will pay only its share of the amount of any damages and claim expenses, if any, that exceed the sum of:
   1. the total amount that all such other insurance would pay for with respect to such Claim in the absence of this insurance; and
   2. the total of all deductible and self-insured amounts under all that other insurance.

This paragraph does not apply to any other insurance that was bought specifically to apply in excess of the Limits of Liability shown in the Declarations of this Policy.

When this insurance is excess, the Company will have no duty under this Policy to defend the Insured against any claim if any other insurer has a duty to defend the Insured against that claim. If no other insurer defends, the Company will undertake to do so, but it will be entitled to the Insured’s rights against all those other insurers.
E. Assistance and cooperation of the Insured
1. The Insured shall cooperate with the Company and, upon the Company’s request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a claim.
2. The Insured shall assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any Insured in connection with a claim.
3. The Insured shall not, except at its own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the consent of the Company.

F. Action against the Company
No action shall lie against the Company by any third party, unless, as a condition precedent thereto:
1. there shall have been full compliance with all the terms of this Policy; and
2. the Insured’s obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.
Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against an Insured, nor shall the Company be impleaded by the Insured or his legal representative.

G. Bankruptcy or Insolvency
Bankruptcy or insolvency of the Insured or of the Insured’s estate shall not relieve the Company of any of its obligations hereunder.

H. Subrogation
In the event of any payment under this Policy, the Company shall be subrogated to all the Insured’s rights of recovery thereof against any person or organization. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The Insured shall do nothing to prejudice such rights.

I. Changes
Notice to any of the Company’s agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy. It also will not prevent the Company from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement, signed by the Company, issued to form a part of this Policy.

J. Assignment
No assignment of interest of the Insured under this Policy shall be valid, unless the written consent of the Company is endorsed hereon.

K. Cancellation/Non-renewal
1. This Policy may be canceled by the Named Insured by returning it to the Company. The Named Insured may also cancel this Policy by written notice to the Company stating at what future date cancellation is to be effective.
2. The Company may cancel or non-renew this Policy by written notice to the Named Insured at the address last known to the Company. The Company will provide written notice at least sixty (60) days before cancellation or non-renewal is to be effective. If the Company cancels this Policy because the Insured has failed to pay a premium when due or has failed to pay amounts in excess of the limit of the Company’s liability or within the amount of the deductible, this Policy may be canceled by the Company by mailing to the Named Insured written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The time of surrender of this Policy or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery (where permitted by law) of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.
3. If the Company cancels this Policy, the earned premium shall be computed pro rata. If the Named Insured cancels this Policy, the Company shall retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions shall not constitute a refusal to renew.
L. Entire contract
   By acceptance of this Policy the Insured agrees that:
   1. all of the information and statements provided to the Company by the Insured are true, accurate and complete and shall be deemed to constitute material representations made by all of the Insureds;
   2. this Policy is issued in reliance upon the Insured’s representations; and
   3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the Insured to the Company (all of which are deemed to be incorporated herein) embody all of the agreements existing between the Insured and the Company and shall constitute the entire contract between the Insured and the Company; and
   4. the misrepresentation of any material matter by the Insured or the Insured’s agent will render this Policy null and void and relieve the Company from all liability herein.

M. Named Insured sole agent
   The Named Insured shall be the sole agent of all Insureds hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this Policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any right under this Policy.

N. Liberalization
   If the Company adopts any revision that would broaden coverage under this policy form G-118011-A 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 the Insured prior to the effective date of such revision.

O. Notices
   Any notices required to be given by an Insured shall be submitted in writing to the Company or its authorized representative. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given and proof of mailing shall be sufficient proof of notice.

P. Trade and Economic Embargoes
   This policy does not provide coverage for Insureds, transactions or that part of damages or claims expenses that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

VI. EXTENDED REPORTING PERIODS
   As used herein, “extended reporting period” means the period of time after the end of the policy period for reporting claims that are made against the Insured during the applicable extended reporting period by reason of an act or omission that occurred prior to the end of the policy period and is otherwise covered by this Policy.
   A. Automatic extended reporting period
      If this Policy is canceled or non-renewed by either the Company or by the Named Insured, the Company will provide to the Named Insured an automatic, non-cancelable extended reporting period starting at the termination of the policy period if the Named Insured has not obtained another policy of lawyers professional liability insurance within sixty (60) days of the termination of this Policy. This automatic extended reporting period will terminate after sixty (60) days.
   B. Optional extended reporting period
      1. If this Policy is canceled or non-renewed by either the Company or by the Named Insured, then the Named Insured shall have the right to purchase an optional extended reporting period. Such right must be exercised by the Named Insured within sixty (60) days of the termination of the policy period by providing:
         a. written notice to the Company; and
         b. with the written notice, the amount of additional premium described below.
      2. The additional premium for the optional extended reporting period shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be for one (1) year at 100% of such premium; two (2) years at 150% of such premium; three (3) years at 175% of such premium; six (6) years at 225% of such premium; or, for an unlimited period at 250% of such premium.
      3. The premium for the optional extended reporting period is due on its effective date. This optional extended reporting period is non-cancelable and the entire premium shall be deemed fully earned at its commencement.
without any obligation by the **Company** to return any portion thereof.

**C. Death or disability extended reporting period**

1. If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**, such **Insured** shall be provided with a death or disability **extended reporting period** as provided below.

   a. In the event of death, such **Insured**’s estate, heirs, executors or administrators must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with written proof of the date of death. This **extended reporting period** is provided to the estate, heirs, executors and administrators of such **Insured**.

   b. If an **Insured** becomes **totally and permanently disabled**, such **Insured** or **Insured**’s legal guardian must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced, certified by the **Insured**’s physician. The **Company** retains the right to contest the certification made by the **Insured**’s physician, and it is a condition precedent to this coverage that the **Insured** agree to submit to medical examinations by any physician designated by the **Company** at the **Company**’s expense. This **extended reporting period** is provided until such **Insured** shall no longer be **totally and permanently disabled** or until the death of such **Insured** in which case subparagraph a. hereof shall apply.

2. No additional premium will be charged for any death or disability **extended reporting period**.

**D. Non-practicing extended reporting period**

1. If an **Insured** retires or otherwise voluntarily ceases, permanently and totally, the “private practice of law” during the **policy period** and has been continuously insured by the **Company** for at least three consecutive years, then such **Insured** shall be provided with an **extended reporting period** commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**.

**E. Extended reporting periods limits of liability**

1. Automatic and optional **extended reporting periods** limits of liability

   a. Where the **Company** has the right to non-renew or cancel this Policy, and it exercises that right, then the **Company**’s liability for all claims reported during the automatic and optional **extended reporting periods** shall be part of and not in addition to the limits of liability for the **policy period** as set forth in the Declarations and Section II, Limits of Liability of this Policy.

   b. If this Policy is canceled by the Named **Insured** or if the **Company** offers to renew this Policy, and the Named **Insured** refuses such renewal offer, then the **Company**’s liability for all claims reported during the automatic and optional **extended reporting periods** shall be reinstated to the limits of liability applicable to this Policy as set forth in Section II.A. and B. hereof.

2. Separate death or disability and non-practicing **extended reporting period** limits of liability

   a. Limit of Liability - Each Claim

      Subject to paragraph B. below, the **Company**’s limit of liability for each claim first made against the **Insured**, and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period**, shall not exceed the
amount stated in the Declarations as the “Each Claim Death or Disability and Non-Practicing extended reporting period limit of liability”.

b. Limit of Liability - In the Aggregate
The limit of liability of the Company for all claims first made against the Insured, and reported to the Company during the death or disability extended reporting period or non-practicing extended reporting period, shall not exceed the amount stated in the Declarations as the “Aggregate Death or Disability and Non-Practicing extended reporting period limit of liability”.

F. Elimination of right to any extended reporting period
There is no right to any extended reporting period:
1. if the Company shall cancel or refuse to renew this Policy due to:
a. non-payment of premiums; or
b. non-compliance by an Insured with any of the terms and conditions of this Policy; or
c. any misrepresentation or omission in the application for this Policy; or,

2. if during the Policy Period such Insured’s right to practice law is revoked, suspended or surrendered at the request of any regulatory authority for reasons other than that the Insured is totally and permanently disabled.

G. Extended reporting period not a new policy
It is understood and agreed that the extended reporting period shall not be construed to be a new policy and any claim submitted during such period shall otherwise be governed by this Policy.

VII. HEADINGS
The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed by its Chairman and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman

Secretary