Bar Complaints – Are They On The Rise?
What You Can Do To Protect Yourself and Your Firm

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1. ALPS Perspective - Some Current Thoughts and Observations

A. Bar Complaints appear to be increasing based on ALPS information
B. Increasing Costs of Litigation may provide a partial explanation for this trend
C. Bar Complaints are being used to try to obtain an advantage in civil litigation
D. Ethical boundaries are being pushed

2. How Do You Avoid Having a Bar Complaint Filed Against You or Your Firm?

A. You Can't. YOU CAN significantly Reduce Your Risk by following some guidelines. These suggestions may seem obvious but may prove more difficult to implement consistently into your practice:

1. Clearly communicate with your client - document in writing, particularly the scope of your representation including what you will and will not do for the client. Clients are increasing unbundling services and not willing to pay for certain things. However, that same client is willing to blame you when they do not obtain the desired result and conveniently forgets that they would not authorize your recommended course of action. Document. Jury research indicates jurors hold attorneys in legal malpractice cases to an impossible standard; the losing party lost because the attorney made an error. Obviously one side at trial has to lose. However, this research illustrates the importance of client selection, documentation, communication and managing expectations from your initial client intake meeting.

2. Avoid miscommunication – no this is not a typo; poor communication with your client or lack thereof create problems which just snowball including unrealistic expectations, misunderstandings, and confusion about the status of case; these misunderstandings can quickly lead to bar complaints. Poor communication or lack of communication comprise a large number of bar complaints. Frequently, lack of communication is a coping technique adopted
when dealing with a client you wished you had not taken in the first place. See #6.

3. Bill often and regularly - if your client gets behind- communicate. DO NOT SUE FOR FEES. This is the quickest and surest way to receive a bar complaint or malpractice claim. If you feel you must sue for fees objectively evaluate the quality of your work and the client’s ability to pay before taking any action.

4. Declination of representation letters are important - document, document, document. Document declining to represent anyone over the phone or who you have met with in your office; make a note of any potential client that you decline to represent and get their name, telephone and address if possible and put this in your conflict check. Make sure you have a note in your file at a minimum that on this day when they called, you declined to accept their case (as much detail as possible) or send a letter of declination, particularly if you have met with them in your office. This can avoid miscommunication, particularly if you agreed to review the file, you reviewed it and now are declining to accept the case. It can also be a good marketing tool if appropriate.

5. Avoid Procrastination. Work on the cases you do not want to first. Call those clients first. The files you do not want to work on are often files that have deadline which get missed or things slip though the cracks. They are often the cases which you should not have taken in the first place and now do not know what to do with...see #6.

6. Client selection is critical. Everyone has had a “difficult” client they knew they should never have taken in the first place. If they are coming to you after firing 3 prior attorneys, do not try to be the hero who will save the day, the week before the statute of limitations expires. Just say politely- no thank you. You will be so glad you did, and so will your carrier!

COVERAGE FOR BAR COMPLAINTS UNDER THE ALPS ENHANCED POLICY

I included a complete copy of the ALPS Enhanced Policy for your reference and information.

The specific policy language in the ALPS policy is found in Section 1.3.2 under SUPPLEMENTARY PAYMENTS and is copied below for your convenience as well.

1.3.2 In the event an Insured Attorney, at a time when the Insured Attorney is an employee of the Named Insured, receives notice during the Policy Period of a proceeding before a state licensing board, peer review committee or governmental regulatory body, and promptly reports the notice to the Company during the Policy Period, and provided that the notice concerns an alleged act, error or omission or Personal Injury arising from Professional Services of the Insured that would otherwise fall within the coverage of this Policy, the Company shall reimburse up to $5,000 for attorneys’ fees and expenses incurred in relation to such proceeding. The maximum amount to be reimbursed by the Company in relation to any one such proceeding shall be $5,000. The maximum amount to be reimbursed by the Company during the Policy Period and any Extended Reporting Period, if applicable, shall be $5,000 per Insured Attorney. No Deductible shall apply to any such reimbursement, and any reimbursement shall not affect the Limit of Liability. Any such reimbursement shall reduce the remaining available Claim Expense Allowance.
The Enhanced Policy also provides an Outside Claims Expense Allowance equal to one half the Each Claim Limit of Liability or $1,000,000, whichever is less. The specific policy language is provided below.

2.5 Claim Expense Allowance means an amount equal to one half of the “Each Claim” Limit of Liability listed in Item 4 of the Declarations, or $1,000,000, whichever is less. As described further in Section 4.2 of this Policy and subject to Section 4.2.2 of this Policy, the Claim Expense Allowance shall be the maximum aggregate amount the Company shall be obligated to pay for Claim Expenses during the Policy Period, without regard to the number of Claims or claimants, or the number of Insureds, and includes the amount of any applicable Deductible.

For example, with the Enhanced Policy and an Each Claim Limit of Liability of $2,000,000/$2,000,000- you would have an outside or additional claim expense allowance of $1,000,000. With the standard policy, you would only have $500,000.

The Enhanced Policy also provides coverage for family members and relatives if a fee is charged for providing professional services as more specifically provided in section 3.2.3.

**ALPS APPLICATION**

I provided a copy of the ALPS Application for your reference. Additional applications and information including risk articles can be found on our website at [www.alpsnet.com](http://www.alpsnet.com).
CLAIMS MADE AND REPORTED POLICY

THIS IS A "CLAIMS MADE AND REPORTED" INSURANCE POLICY. THEREFORE, AS A CONDITION PRECEDENT TO THE COMPANY'S OBLIGATION TO DEFEND OR INDEMNIFY THE INSURED UNDER THIS POLICY, THE INSURED MUST IMMEDIATELY REPORT ANY CLAIM TO ALPS DURING THE POLICY PERIOD OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD. NO COVERAGE EXISTS UNDER THIS POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO ALPS BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. IF THE INSURED RECEIVES NOTICE OF A CLAIM, OR BECOMES AWARE OF AN ACT, ERROR OR OMISSION OR PERSONAL INJURY THAT COULD REASONABLY BE EXPECTED TO BE THE BASIS OF A CLAIM, THEN THE INSURED MUST, AS A CONDITION PRECEDENT TO THE COMPANY'S OBLIGATION TO DEFEND OR INDEMNIFY THE INSURED, IMMEDIATELY DELIVER A WRITTEN NOTICE OF THE CLAIM DIRECTLY TO THE COMPANY VIA EMAIL, FACSIMILE, OR MAIL AT ANY OF THE FOLLOWING:

NOTICE OF CLAIM

<table>
<thead>
<tr>
<th>Email:</th>
<th><a href="mailto:Claims@alpsnet.com">Claims@alpsnet.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Facsimile:</td>
<td>406-728-7416</td>
</tr>
<tr>
<td>Mail Address:</td>
<td>ALPS</td>
</tr>
<tr>
<td></td>
<td>111 N. Higgins, Ste. 200</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 9169</td>
</tr>
<tr>
<td></td>
<td>Missoula, MT 59807-9169</td>
</tr>
</tbody>
</table>

If you deliver notice of a Claim or circumstances which may give rise to a Claim to the Company via email at Claims@alpsnet.com you must then receive an email from the Company Account Center Portal acknowledging receipt of the notice before the notice is considered to have been received. If you do not receive an acknowledging email from the Company by the end of the next business day after delivering a notice to the Company via email, then please contact the Company at 800-567-2577 for further assistance.

CLAIM EXPENSE ALLOWANCE

This Policy provides a Claim Expense Allowance. The Company's payment of any Claim Expenses will first be applied against and reduce the Claim Expense Allowance. Any Claim Expenses paid by the Company will not be applied against or reduce the Limit of Liability until after the Claim Expense Allowance has been exhausted, at which time any additional Claim Expenses paid by the Company will be applied against and reduce the Limit of Liability available to pay Damages.

SEPARATE AND DISTINCT POLICY AND LIMIT OF LIABILITY

This Policy is a separate insuring agreement and distinct from any other insurance policy the Company may issue to you. Each insurance policy the Company issues to you should be considered to be a separate and independent insuring agreement with its own separate terms, conditions and definitions. No coverage is afforded under this Policy for any Claim that is otherwise covered under any other insurance policy the Company issues to you. The limits of liability provided by each separate insurance policy the Company issues to you shall not be added together with the limits of liability of any other insurance policy the Company issues to you.
ALPS Property & Casualty Insurance Company

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY
With Enhanced Defender Options

ALPS Property & Casualty Insurance Company (herein called "the Company"), agrees with the Named Insured, in consideration of the payment of the premium, and in reliance upon all application documents submitted for this Policy and any prior policies, as follows:

1. INSURING AGREEMENTS

1.1 COVERAGE

Subject to the Limit of Liability, exclusions, conditions and other terms of this Policy, the Company agrees to pay on behalf of the Insured all sums (in excess of the Deductible amount) that the Insured becomes legally obligated to pay as Damages, arising from or in connection with a CLAIM FIRST MADE AGAINST THE INSURED AND FIRST REPORTED TO THE COMPANY DURING THE POLICY PERIOD, provided that:

1.1.1 the Claim arises from an act, error, omission or Personal Injury that happened on or after the Loss Inclusion Date and the Retroactive Coverage Date set forth in Items 2 and 3 of the Declarations, and that the Claim arises from or is in connection with:

(a) an act, error or omission in Professional Services that were or should have been rendered by the Insured, or

(b) a Personal Injury arising out of the Professional Services of the Insured;

1.1.2 at the Effective Date of this Policy, no Insured knew or reasonably should have known or foreseen that the act, error, omission or Personal Injury might be the basis of a Claim; and

1.1.3 the Claim is not otherwise covered under any other insurance policy that the Company has issued to the Named Insured.

1.2 DEFENSE AND CLAIM EXPENSES

1.2.1 For any Claim covered under this Policy, the Company shall have the right and the duty to defend such Claim even if any or all of the allegations of the Claim are groundless, false or fraudulent. The Company shall have the right to appoint counsel to provide the defense, after consultation with the Insured, when practicable (consultation with any one Insured, in the Company's sole discretion, being sufficient), and shall pay Claim Expenses in accordance with the terms of this Policy. The Company shall not have a duty to defend or to pay such expenses as to any Claim not covered under this Policy, and shall have the right to seek reimbursement from any Insured, who shall promptly provide such reimbursement, for any amount paid by the Company in defending any such non-covered Claim, including any amount paid in defending a non-covered Claim that is asserted together with one or more covered Claims.

1.2.2 If a claim includes both covered and uncovered claims, then the Insured and the Company agree that there shall be an allocation of any Damages and Claim Expenses between the covered claims and uncovered claims and agree to use their best efforts to agree upon a fair and proper allocation.

1.2.3 The Company may make such investigations as it deems appropriate.

1.2.4 Where an Insured has a right to arbitrate a Claim, or receives a demand for arbitration, the Company shall have sole discretion as to whether to seek, agree to or reject arbitration.
1.2.5 In the event a Claim covered under this Policy is made against an Insured, and in the same matter a Claim is also made against a non-attorney who referred to the Insured the matter from which the Claim arises, the Company shall provide the same defense to the referring party as to the Insured. The Company shall have no other obligation to the referring party, including any obligation to pay any Damages or other Claim Expenses on the party’s behalf. Any Claim Expenses associated with the defense of the referring party shall be subject to the Deductible, and shall be included within, and shall not increase, the Claim Expense Allowance and the Limit of Liability.

1.3 SUPPLEMENTARY PAYMENTS

1.3.1 In the event the Company requests in writing that an Insured Attorney, at a time when the Insured Attorney is an employee of the Named Insured, attend a trial, hearing or arbitration proceeding concerning a covered Claim, and if the Insured demonstrates that the Insured Attorney lost fees or other earnings as a result of such attendance, the Company shall pay up to $500 for such loss of earnings for each Insured Attorney and for each full or partial day of attendance. The maximum amount payable by the Company during the Policy Period and any Extended Reporting Period, if applicable, shall be $5,000, irrespective of the number of Insured Attorneys. No Deductible shall apply to any such payment, and any payment shall not affect the Limit of Liability. Any such payment shall reduce the remaining available Claim Expense Allowance.

1.3.2 In the event an Insured Attorney, at a time when the Insured Attorney is an employee of the Named Insured, receives notice during the Policy Period of a proceeding before a state licensing board, peer review committee or governmental regulatory body, and promptly reports the notice to the Company during the Policy Period, and provided that the notice concerns an alleged act, error or omission or Personal Injury arising from Professional Services of the Insured that would otherwise fall within the coverage of this Policy, the Company shall reimburse up to $5,000 for attorneys’ fees and expenses incurred in relation to such proceeding. The maximum amount to be reimbursed by the Company in relation to any one such proceeding shall be $5,000. The maximum amount to be reimbursed by the Company during the Policy Period and any Extended Reporting Period, if applicable, shall be $5,000 per Insured Attorney. No Deductible shall apply to any such reimbursement, and any reimbursement shall not affect the Limit of Liability. Any such reimbursement shall reduce the remaining available Claim Expense Allowance.

1.4 SETTLEMENT AND CONSENT TO SETTLE

1.4.1 The Company may undertake such settlement negotiations and make such settlements as it deems appropriate and expedient; provided, however, that in the event the Company has adequate time and it is practicable to do so, the Company shall consult with the Insured regarding the Company’s decision to settle a Claim (consultation with any one Insured, in the Company’s sole discretion, being sufficient). If the Insured disagrees with the Company’s decision to settle a Claim, the Insured must immediately appeal to peer review, as described in Section 1.4.2 below.

1.4.2 Upon receipt of the Insured’s notice of such an appeal, the Company in its sole discretion shall determine if there is adequate time to conduct the peer review, taking into consideration court calendars, settlement demand deadlines, discovery deadlines and the like. If the Company determines that peer review may go forward, the Company shall empanel a committee composed of not less than three attorneys. The Company may, in its sole discretion, consult with the Insured regarding the composition of the panel. The committee shall then review the Company’s decision to settle to determine whether it is reasonable under the circumstances. Upon completion of its review, the committee shall promptly advise the Company and the Insured of its decision. The committee’s decision shall be final and binding on both the Insured and the Company. However, nothing in this section shall in any way impair the right of the Company to make any settlement that it deems, in its sole discretion, to be required pursuant to any statutory or other legal requirement concerning fair settlement practices of insurers.

1.5 EXHAUSTION OF LIMIT OF LIABILITY; TENDER OF REMAINING LIMIT

1.5.1 The Company’s duty to defend shall be fully satisfied, and the Company shall not be obligated to continue to defend any Claim or pay any Claim Expenses, nor obligated to pay any Damages, or interest thereon, after:
(a) the applicable Limit of Liability has been exhausted by payments of Damages and/or Claim Expenses; or

(b) the Company has deposited an amount equal to the applicable Limit of Liability, minus any Damages paid on the Claim and any Claim Expenses paid on the Claim and chargeable against the Limit of Liability, with a court of competent jurisdiction, to be disbursed by the court's order.

In either such a case, the Company shall have the right to withdraw from further defense of the Claim by tendering control of the defense to the Insured. The Insured agrees, as a condition to the issuance of this Policy, to accept such tender.

1.6 POLICY TERRITORY

This Policy applies to any act, error or omission occurring anywhere in the world, provided that a Claim otherwise covered by this Policy is made within the United States of America, its territories or possessions, or Canada.

2. DEFINITIONS

As used in this Policy:

2.1 Attorney means an individual attorney who is properly licensed to practice law or a professional business entity of which an individual attorney who is properly licensed to practice law is the sole owner and employee.

2.2 Bodily Injury means any injury to the body, any sickness or disease, or any death. Bodily Injury also includes any mental, psychological, or emotional injury, anguish, tension, distress, pain, suffering, or shock, or death resulting therefrom, regardless of whether or not such condition results from any physical injury, sickness or disease, or from the death of any person.

2.3 Claim means a demand for money or services, including but not limited to the service of suit or institution of arbitration proceedings against the Insured; provided, however, that Claim does not mean nor include any such demand, service or proceeding arising from or in connection with:

2.3.1 alleged discrimination by an Insured, including, but not limited to, discrimination based on race, color, creed, age, sex, nationality, marital status or sexual orientation;

2.3.2 alleged sexual harassment or misconduct by an Insured;

2.3.3 any nuclear reaction, radiation or contamination, regardless of cause; or

2.3.4 any Bodily Injury of any person.

2.4 Claim Expenses means

2.4.1 fees charged by any attorney(s) designated by the Company to defend a Claim or otherwise represent an Insured; and

2.4.2 all other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a Claim (including a suit or proceeding arising in connection therewith), if incurred by the Company, or by the Insured with prior written consent of the Company.

Claim Expenses does not mean nor include:

2.4.3 salaries of regular employees or officials of the Company or the Named Insured; or

2.4.4 payment or collateral for any attachment bond or appeal bond.
2.5 Claim Expense Allowance means an amount equal to one half of the "Each Claim" Limit of Liability listed in Item 4 of the Declarations, or $1,000,000, whichever is less. As described further in Section 4.2 of this Policy and subject to Section 4.2.2 of this Policy, the Claim Expense Allowance shall be the maximum aggregate amount the Company shall be obligated to pay for Claim Expenses during the Policy Period, without regard to the number of Claims or claimants, or the number of Insureds, and includes the amount of any applicable Deductible.

2.6 Damages means any monetary award by way of judgment or final arbitration, or any settlement, provided, however, that Damages does not mean nor include:

2.6.1 punitive, multiple, or exemplary damages, fines, sanctions, penalties or citations, regardless against whom the same is levied or imposed and regardless of whether the same were levied or imposed in a separate matter or proceeding;

2.6.2 awards deemed uninsurable by law;

2.6.3 injunctive, declaratory, or other equitable relief, or costs or fees incident thereto;

2.6.4 restitution, reduction, disgorgement or set-off of any fees, costs, consideration or expenses paid to or charged by an Insured, or any other funds or property of any person or entity presently or formerly held or in any manner directly or indirectly controlled by an Insured; or

2.6.5 any injury or damage to, destruction of, loss of, or loss of use of any funds or property.

2.7 Deductible means the Deductible amount for "Each Claim" stated in Item 5 of the Declarations. The Deductible is described further in Sections 4.1 and 4.2 of this Policy.

2.8 Effective Date means 12:01 a.m., at the address stated in Item 1 of the Declarations, on the Effective Date listed in Item 3 of the Declarations. The Effective Date of this Policy shall also be the Effective Date of any Extended Reporting Period Endorsement issued pursuant to Section 4.4 hereof.

2.9 Exempt Organization means an Organization exempt from taxation within the meaning of the following enumerated sections of 501(c) of the United States Internal Revenue Code: 501(c)(3), 501(c)(4), 501(c)(6), 501(c)(7), 501(c)(8) and 501(c)(10).

2.10 Expiration Date means 12:01 a.m., at the address stated in Item 1 of the Declarations, on the Expiration Date listed in Item 3 of the Declarations.

2.11 Extended Reporting Period Endorsement means an endorsement issued by the Company providing for an Extended Reporting Period as described in Section 4.4 of this Policy.

2.12 Extended Reporting Period means the period of time set forth in an Extended Reporting Period Endorsement that may be provided after the end of the Policy Period, as described in Section 4.4 of this Policy, for reporting of a Claim that: (a) would otherwise be covered by this Policy; (b) arises from an act, error or omission or Personal Injury that occurred after the Loss Inclusion Date and the Retroactive Coverage Date and before the end of the Policy Period; and (c) is first made, and first reported to the Company, after the end of the Policy Period and during the Extended Reporting Period.

2.13 Formal Mediation means a voluntary process by which a qualified professional mediator is chosen by the parties to the Claim, with agreement by the Company, and the mediator meets with and intercedes between the parties in an attempt to resolve the Claim.

2.14 Independent Contractor means a non-employee Attorney who is or was rendering services to the Named Insured as an independent contractor of the Named Insured, but solely for a claim arising from the provision of Professional Services by the Named Insured or predecessor firm, solely to the extent no other insurance or extension of insurance applies, and solely to the extent said Independent Contractor's services satisfy the following conditions:
2.14.1 The services must be rendered to the Named Insured in conjunction with the Named Insured's rendering of Professional Services; and

2.14.2 If and to the extent any fee is charged and collected for the Independent Contractor's services, only the Named Insured has charged and collected a fee for said services.

2.15 Insured means:

2.15.1 The Named Insured listed in Item 1 of the Declarations;

2.15.2 An Attorney who is, at the time a Claim is first made, or who was, at the Effective Date of the Policy, a partner, stockholder or employee of the Named Insured, and who is or was identified in Item 2 of the Declarations, provided that the requirements of this Policy concerning amendment of Item 2 have been complied with, and solely for Claims arising from such Attorney's Professional Services on behalf of the Named Insured or a Predecessor Firm, performed on or after the Attorney's Retroactive Coverage Date, and solely to the extent no other insurance or extension of insurance applies;

2.15.3 An Attorney who was, before the Effective Date of the Policy, a partner, stockholder or employee of the Named Insured or a Predecessor Firm, provided that information requested on the application concerning such persons has been provided to the Company, and solely for Claims arising from such Attorney's Professional Services on behalf of the Named Insured or a Predecessor Firm, performed on or after the Attorney's Retroactive Coverage Date, and solely to the extent no other insurance or extension of insurance applies;

2.15.4 An Attorney acting as "of counsel" under formal contract with the Named Insured or a Predecessor Firm, and who is identified in Item 2 of the Declarations, provided that information requested on the application concerning such person has been provided and that the requirements of this Policy concerning amendment of Item 2 have been complied with, and solely for Claims arising from such Attorney's professional services on the behalf of the Named Insured or Predecessor Firm, performed on or after the Attorney's Retroactive Coverage Date, and solely to the extent no other insurance or extension of insurance applies;

2.15.5 A non-Attorney who is or was an employee of the Named Insured or a Predecessor Firm, solely for Claims arising from actions within the scope of such person's duties as an employee of the Named Insured or a Predecessor Firm, and arising from the provision of Professional Services by the Named Insured or Predecessor Firm, and solely to the extent no other insurance or extension of insurance applies;

2.15.6 The heirs, executors, administrators, assigns and legal representatives of an Insured, in the event of the Insured's death, incapacity or bankruptcy; and

2.15.7 An Independent Contractor who is, at the time a Claim is first made, or who was, at the Effective Date of this Policy, an Independent Contractor of the Named Insured, and who is or was identified in Item 2 of the Declarations.

2.16 Limit of Liability means, as applicable, the "Each Claim" Limit of Liability and the "Aggregate" Limit of Liability as listed in Item 4 of the Declarations. The Limit of Liability includes the amount of any applicable Deductible and is described further in Section 4.2 of this Policy.

2.17 Loss Inclusion Date means the Loss Inclusion Date of this Policy as listed in Item 3 of the Declarations, the effect of which is described in Sections 1.1 and 4.4 of this Policy.

2.18 Named Insured means the firm or individual listed as the Named Insured in Item 1 of the Declarations.

2.19 Organization means any corporation, partnership, limited partnership, limited liability partnership or limited liability company; association; charitable Organization; health or welfare benefit plan, program, fund or trust; pension, profit-sharing, 401(k) or other retirement benefit plan, program, fund or trust; mutual fund or investment trust; or any other business entity, enterprise or Organization of any kind or nature whatsoever. Organization does not include a decedent's estate or a trust (other than an investment trust).
2.20 **Personal Injury** means an injury other than a **Bodily Injury** that arises from:

2.20.1 false arrest, detention or imprisonment;

2.20.2 wrongful entry or eviction or other invasion of private occupancy;

2.20.3 malicious prosecution;

2.20.4 publication or utterance of libel, slander or other defamatory or disparaging material; or

2.20.5 invasion of privacy, or publication or utterance in violation of an individual's right of privacy.

2.21 **Policy** means this Lawyers Professional Liability Insurance Policy that the **Company** has issued to the **Named Insured**, including all endorsements attaching hereto, and including all current and previous application forms any Insured has delivered to the Company.

2.22 **Policy Period** means the period of time between the **Effective Date** listed in Item 3 of the Declarations and the earlier to occur of (a) the **Expiration Date** listed in Item 3 of the Declarations, or (b) the date this Policy is otherwise terminated or cancelled prior to the **Expiration Date**. Policy Period does not mean nor include any **Extended Reporting Period** provided pursuant to Section 4.4 of this Policy.

2.23 **Predecessor Firm** means any sole proprietorship, partnership, limited liability partnership, limited liability corporation, or professional corporation that was engaged in the private practice of law, the financial assets and liabilities of which the Named Insured acquired more than fifty percent, provided that such firm has been disclosed to the Company in the application.

2.24 **Professional Services** means:

2.24.1 services or activities performed solely for others as an Attorney in an attorney-client relationship on behalf of one or more clients applying the Attorney's specialized education, knowledge, skill, labor, experience and/or training.

2.24.2 services as mediator, arbitrator, or other facilitator in a dispute resolution process;

2.24.3 services as administrator, conservator, guardian, executor, personal representative or trustee, so long as the Insured (a) is not a beneficiary of such estate or trust, and (b) is not receiving compensation other than fees for such services paid directly from such estate or trust; or

2.24.4 services as an Attorney in researching or certifying title to real estate, but excluding services as a title insurance agent acting on behalf of a title insurance company, unless such services are specifically included under this Policy by a separate endorsement identified in Item 7 of the Declarations.

**Professional Services** does not mean nor include:

2.24.5 any obligations assumed by or performed under any contract other than one to provide Professional Services;

2.24.6 the rendering of investment advice in any context to any person including, but not limited to, advice concerning securities, real property, commodities, futures contracts or franchises; or

2.24.7 services as a broker, dealer, business manager, accountant, or real estate broker or agent.

2.25 **Related Professional Services** means Professional Services that are connected temporally, logically or causally, by any common fact, circumstance, situation, transaction, event, advice or decision, including but not limited to work that is part of the same or continuing Professional Services.

2.26 **Retroactive Coverage Date** or **Retroactive Date** means the date for each Insured Attorney set forth in Item 2 of the Declarations, the effect of which is described in Sections 1.1, 2.15, and 4.4 of this Policy.
3. **EXCLUSIONS**

3.1 **THIS POLICY DOES NOT APPLY TO ANY CLAIM ARISING FROM OR IN CONNECTION WITH:**

3.1.1 Any dishonest, fraudulent, criminal, malicious, or intentionally wrongful or harmful act, error or omission committed by, at the direction of, or with the consent of an Insured, or any Personal Injury arising from such conduct, subject to Section 4.3 of this Policy ("innocent insured coverage");

3.1.2 Any trust or estate of which an Insured is an heir, devisee, beneficiary or distributee of such trust or estate;

3.1.3 Any Professional Services that were or should have been rendered to any Organization (including the ownership, maintenance or care of any property in connection with any such Organization) of which, at the time such Professional Services were or should have been rendered:

(a) An Insured was an owner, officer, director, employee or other fiduciary;

(b) An Insured was a partner, shareholder, member or other owner; provided, however, that this provision does not apply if, at the time such Professional Services were or should have been rendered, no Insured (or group of Insureds collectively) owned, possessed or controlled a total voting interest or beneficial interest of more than five percent (5%) of such Organization; or

(c) An Insured served in any capacity to directly or indirectly control, operate or manage such Organization.

This exclusion shall not apply to any Claim arising from or in connection with (a) an Insured’s position as an officer or director of an Exempt Organization, but only to the extent the Insured is not indemnified by the Exempt Organization, and only to the extent no other insurance applies, or (b) any Professional Services that were or should have been rendered to an Organization listed on an endorsement identified in Item 7 of the Declarations;

3.1.4 Notary certification without the physical appearance of the person who is or who claims to be the person signing said instrument;

3.1.5 Any act, error, omission or Personal Injury that occurred prior to the Effective Date of this Policy, if:

(a) The act, error, omission or Personal Injury was in the course of Professional Services performed for a firm other than the Named Insured, and there is another policy of professional liability insurance that provides coverage for the Claim, regardless of the amount, if any, of the available limits of liability of the other policy, and regardless of whether or not the deductible provisions or limits of liability of the other policy are different from those of this Policy; or

(b) There is an earlier-incepting policy of professional liability insurance that provides coverage for the Claim, or would have provided coverage if the Insured’s obligations under that policy had been complied with, regardless of the amount, if any, of the available limits of liability of the prior policy, and regardless of whether or not the deductible provisions or limits of liability of the prior policy are different from those of this Policy; or

(c) Prior to the Effective Date of this Policy, any Insured gave or should have given, to any insurer, notice of a Claim or potential Claim arising from the act, error, omission, or Personal Injury, or from any act, error, omission, or Personal Injury in Related Professional Services;

3.1.6 An Insured’s activities as an elected public official or as an employee of a governmental body, subdivision, or agency thereof; provided, however, that this exclusion shall not apply to any Claim arising from an Insured’s having provided Professional Services to any such body, subdivision or agency in the ordinary course of the Insured’s practice, for which a fee for Professional Services was charged and
collected, including any such Claim to the extent the Insured is deemed a public employee solely by virtue of rendering Professional Services to such governmental body, subdivision or agency;

3.1.7 An Insured’s activities or capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended, or any regulation or order issued pursuant thereto; provided, however, that this exclusion shall not apply to a Claim arising from an Insured’s having provided Professional Services in the ordinary course of the Insured’s practice, for which a fee for Professional Services was charged and collected, including any Claim seeking to hold the Insured responsible as a fiduciary solely by reason of Professional Services rendered with respect to any employee benefit plan;

3.1.8 Any conversion, misappropriation, improper commingling or negligent supervision by any person of client or trust account funds or property, or funds or property of any other person held or controlled by an Insured in any capacity or under any authority, including any loss or reduction in value of such funds or property;

3.1.9 Any dispute over fees or costs, or any Claim that seeks, whether directly or indirectly, the return, reimbursement or disgorgement of fees, costs, or other funds or property held by an Insured;

3.1.10 Any defect in title to real estate that was not disclosed in public records and that any Insured knew about when a title policy was issued;

3.1.11 Any liability agreed to or assumed by an Insured under an agreement where the Insured has agreed to share in any loss payments or expenses due under a title insurance policy;

3.1.12 Any Claim that is otherwise covered under any other insurance policy that the Company has issued to the Named Insured; or

3.1.13 Any Insured participating in any venture or Organization for the purpose of gaining, in fact, any personal profit, remuneration, economic benefit or financial advantage of any kind or nature whatsoever other than for fees charged for the rendering of Professional Services in an attorney-client relationship.

3.2 THIS POLICY DOES NOT APPLY TO ANY CLAIM:

3.2.1 Made by an employer against an Insured who is or was an employee of the employer;

3.2.2 Made by an Insured;

3.2.3 Made by a family member or other relative of an Insured; provided however, that this exclusion shall not apply to a Claim arising from or in connection with an Insured’s having provided Professional Services to any such family member or relative in the ordinary course of the Insured’s practice, for which a fee for Professional Services was charged and collected by the Named Insured; or

3.2.4 Made by anyone who is or was a partner, officer, director, owner, stockholder or employee of any Insured; provided however, that this exclusion shall not apply to a Claim arising from or in connection with an Insured’s having provided Professional Services to any such person in the ordinary course of the Insured’s practice, for which a fee for Professional Services was charged and collected by the Named Insured.

4. CONDITIONS

4.1 DEDUCTIBLE

4.1.1 For each Claim covered by this Policy, the Named Insured shall pay all Claim Expenses and Damages up to the Deductible. Each Insured shall be jointly and severally liable for such Claim Expenses and Damages in the event the Named Insured fails to make any required payment. The Company shall not have any obligation to pay Claim Expenses or Damages until after the deductible is exhausted. If the Company pays any amount within the amount of a Deductible, each Insured shall be jointly and severally liable to reimburse the Company for any and all such amounts and shall do so on demand.
4.1.2 The maximum aggregate Deductible amount payable by the Named Insured for all Claims first made and reported during a Policy Period, without regard to the number of Claims or claimants, or the number of Insureds, shall be twice the “Each Claim” Deductible amount listed in Item 5 of the Declarations.

4.1.3 If a Claim is resolved through the use of Formal Mediation or arbitration, the Deductible payable by the Named Insured for that Claim will be reduced by fifty percent, up to a maximum reduction of $12,500.

4.2 LIMIT OF LIABILITY

4.2.1 Subject to Section 4.2.2 below, the Claim Expense Allowance shall be the maximum aggregate amount the Company shall be obligated to pay for Claim Expenses for all Claims first made and reported during a Policy Period, without regard to the number of Claims or claimants, or the number of Insureds. The Claim Expense Allowance includes the Deductible, and to the extent any Insured is required during the Policy Period to pay Claim Expenses as part of a Deductible (see Section 4.1.1 above), the remaining available Claim Expense Allowance for the Policy Period (and for any related Claim described in Section 4.2.5 below) shall be reduced by the amount of such payments by the Insured.

4.2.2 In the event payment by the Named Insured or the Company (or both) of Claim Expenses exhausts the remaining available Claim Expense Allowance under this Policy, any further payment of Claim Expenses shall reduce the remaining available Limit of Liability, described further below. The Company shall have no further obligation to pay Claim Expenses once any Limit of Liability is reached.

4.2.3 Subject always to the remaining available “Aggregate” Limit of Liability in the event more than one Claim is first made and first reported during the Policy Period, the “Each Claim” Limit of Liability listed in Item 4 of the Declarations shall be the maximum amount the Company shall pay for each Claim first made and first reported during a Policy Period, without regard to the number of claimants or the number of Insureds. The Limit of Liability includes the Deductible, and to the extent any Insured is required during the Policy Period to pay Damages as part of a Deductible (see Section 4.1.1 above), the remaining available Limit of Liability for the Claim (and for any related Claim described in Section 4.2.5 below) shall be reduced by the amount of such payments by the Insured.

4.2.4 The “Aggregate” Limit of Liability listed in Item 4 of the Declarations shall be the maximum amount the Company shall pay for all Claims first made and first reported during a Policy Period (and all Claims that arise out of or in connection with the same or Related Professional Services, whenever made, see Section 4.2.5 below), without regard to the number of Claims or claimants, or the number of Insureds.

4.2.5 Neither the making of one or more Claims against more than one Insured, nor the making of one or more Claims by more than one claimant, shall operate to increase the Limit of Liability. All Claims that arise out of or in connection with the same or Related Professional Services, whenever made, and without regard to the number of Claims or claimants, or the number of Insureds, shall be considered together as a single Claim for purposes of this section, and shall be subject to the same single “Each Claim” Limit of Liability, “Aggregate” Limit of Liability, and Claim Expense Allowance.

4.2.6 The Limit of Liability in the event of an Extended Reporting Period Endorsement is described in Section 4.4 below.

4.2.7 If the Company pays any amount in excess of the applicable Limit of Liability, or any other amount for which the Company has no obligation under this Policy, the Insureds shall be jointly and severally liable to the Company for any and all such amounts and, on demand, shall promptly reimburse such amounts to the Company.

4.3 INNOCENT-INSURED COVERAGE

4.3.1 Whenever a Claim otherwise covered by this Policy would be excluded based on Section 3.1.1, coverage will be afforded to any individual Insured who did not personally commit, or personally participate in committing, any such act, error or omission, or in causing such Personal Injury, and who did not remain passive after learning of the act, error, omission, or Personal Injury, provided that each such individual
Insured shall have immediately notified the Company and complied with all obligations under this Policy once said Insured obtained knowledge of the act, error, omission or Personal Injury. Nothing in this section shall be interpreted to afford any coverage to a Named Insured that is an entity rather than an individual.

4.3.2 The Company’s obligation to make any payment under this Section 4.3 shall be in the excess of any and all assets of any Insured who is not afforded coverage under this Section 4.3.

4.4 EXTENDED REPORTING PERIOD ENDORSEMENT

4.4.1 In the event the expiration of this Policy, or cancellation of this Policy by the Named Insured or the Company, and except as otherwise provided herein, the Named Insured shall have the right, upon written request to the Company and upon payment of the additional premium specified herein not more than thirty days after termination of this Policy, to have the Company issue an Extended Reporting Period Endorsement.

4.4.2 The Extended Reporting Period Endorsement shall provide coverage for Claims that: (a) would otherwise be covered by this Policy; (b) arise from an act, error or omission or Personal Injury that occurred after the Loss Inclusion Date and the Retroactive Coverage Date and before the end of the Policy Period; and (c) are first made against the Insured, and first reported to the Company, after the end of the Policy Period and during the Extended Reporting Period.

4.4.3 Where an Insured is an individual, and has been the Named Insured on policies issued by the Company for five or more consecutive Policy Periods, then in the event of retirement, death, or total permanent disability, the Named Insured shall, upon written request to the Company, be entitled to an Extended Reporting Period Endorsement of unlimited duration at no additional premium, but otherwise subject to all the terms and conditions hereof.

4.4.4 Immediately upon issuance of an Extended Reporting Period Endorsement, the premium paid for the Extended Reporting Period Endorsement shall be non-refundable and the Extended Reporting Period Endorsement shall not be cancelable, except as provided in Section 4.4.5.

4.4.5 No Extended Reporting Period Endorsement under this section, nor any continuation thereof, shall be available to the Named Insured, and if issued shall be deemed automatically canceled, where:

(a) The Company cancels this Policy or any other policy for failure to pay the premiums when due or for failure to pay any other amount due to the Company;

(b) The Company cancels or rescinds this Policy or any other policy for misrepresentation in any application or other submission to the Company;

(c) Any Insured fails to comply with the terms and conditions of this Policy or any other policy, including any Extended Reporting Period Endorsement or any other endorsements; or

(d) Any Insured’s license or right to practice law has been revoked, suspended by or surrendered at the request of any regulatory authority.

4.4.6 The premiums for an Extended Reporting Period Endorsement (except as provided in Section 4.4.3) shall be calculated based upon a percentage of the expiring premium of this Policy as applied to the duration of the Extended Reporting Period as follows:

<table>
<thead>
<tr>
<th>Duration of Extended Reporting Period</th>
<th>Percentage of Expiring Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year</td>
<td>125%</td>
</tr>
<tr>
<td>2 Years</td>
<td>175%</td>
</tr>
<tr>
<td>3 Years</td>
<td>200%</td>
</tr>
<tr>
<td>5 Years</td>
<td>265%</td>
</tr>
<tr>
<td>Unlimited</td>
<td>300%</td>
</tr>
</tbody>
</table>
4.4.7 The Extended Reporting Period Endorsement simply extends the reporting period during which a Claim may be first reported to the Company under this Policy. Any Claim reported to the Company during the Extended Reporting Period shall be treated as if reported during the Policy Period. The Extended Reporting Period Endorsement does not create or establish a new or separate Limit of Liability. Instead, the Company’s Limit of Liability under an Extended Reporting Period Endorsement is part of, and not in addition to, the Company’s Limit of Liability during the Policy Period.

4.4.8 All other terms and conditions of this Policy shall apply to any Extended Reporting Period Endorsement.

4.5 OTHER INSURANCE

Except where coverage under this Policy is excluded under Section 3.1.5(a) or 3.1.5(b), the insurance provided under this Policy shall be excess over any other valid and collectible insurance, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is specifically written only as excess insurance over this Policy.

4.6 INSURED’S OBLIGATIONS UPON NOTICE OF CLAIM OR POTENTIAL CLAIM

4.6.1 When an Insured becomes aware of an act, error or omission or Personal Injury that could reasonably be expected to be the basis of a Claim, but no Claim arising therefrom has yet been made, then as a condition precedent to the Company’s obligation to defend or indemnify the Insured under this Policy, the Insured shall immediately give written notice to the Company. Such notice shall include the fullest information obtainable concerning the potential Claim. The Insured must deliver written notice to the Company in accordance with the CLAIMS MADE AND REPORTED POLICY paragraph set forth on page 1 of this Policy.

4.6.2 If, during the Policy Period or any Extended Reporting Period, the Company is given written notice of a potential Claim pursuant to Section 4.6.1, and a Claim arising from the same act, error or omission or Personal Injury is subsequently made against an Insured no later than six years after the end of the Insured’s last Policy Period with the Company, then any such Claim shall be deemed to have been first reported during the Policy Period or Extended Reporting Period in which the potential Claim was reported.

4.6.3 When a Claim is made against an Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative. The Company shall have no obligation hereunder with respect to a Claim unless and until so notified.

4.6.4 In the event an Insured fails to give written notice to the Company of a Claim, prior to the end of the Policy Period in which the Claim is made, or in the event an Insured fails to give written notice to the Company of a potential Claim, as described in Section 4.6.1, prior to the end of the Policy Period in which the Insured first becomes aware of the act, error, omission, or Personal Injury, then no coverage for any such Claim shall be afforded to the Insured under any future policy issued by the Company.

4.7 ASSISTANCE AND COOPERATION OF THE INSURED

4.7.1 Each Insured shall cooperate with the Company in its investigation of any Claim, including, without limitation, by promptly complying with all requests for statements, reports, documents or other information, and by providing copies of all pertinent files upon request.

4.7.2 Each Insured must, upon the Company’s written request, immediately submit to an examination or interrogation under oath, by the Company’s representative, including without limitation, any investigating or coverage counsel.

4.7.3 Each Insured shall cooperate and assist, as requested, in the defense of any Claim, in making any settlements, and in enforcing any right of contribution or indemnity against any person. If requested by the Company, such assistance may include, without limitation, attendance at hearings and trials and assistance in securing and giving evidence and in obtaining the attendance of witnesses. Neither the Insured nor the Insured’s legal representative shall impede the Company’s investigation or defense of any Claim.
4.7.4 Each Insured shall notify the Company of any demand to arbitrate a Claim against an Insured, and any right to demand arbitration of a Claim, and in the event the Company elects to proceed with arbitration, shall cooperate in any such proceeding.

4.7.5 No Insured shall, without the Company's prior written consent, engage in or offer to engage in any of the following with respect to any Claim or potential Claim: (a) make any payments; (b) admit any liability; (c) stipulate to the entry of a judgment against the Insured; (d) settle any Claim; (e) assume any obligation; (f) negotiate any tolling agreement; or (g) incur any expense. If an Insured engages in or offers to engage in any of the foregoing, the Insured shall do so at the Insured's own liability and expense.

4.8 ACTION AGAINST COMPANY

No action shall lie against the Company unless and until the Insured has fully complied with all terms and conditions of this Policy, and unless and until the amount of the Insured's obligation to pay has been finally determined either by judgment against the Insured or by written agreement of the Insured, the claimant and the Company. No person or Organization shall have the right under this Policy to join the Company as a party to any Claim against an Insured.

4.9 SUBROGATION

4.9.1 In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization. The Insured shall execute and deliver such instruments and papers as may be required by the Company, and shall do whatever else is necessary, to secure such rights. The Insured shall at no time do anything to prejudice such rights.

4.9.2 The Company shall not exercise any subrogation rights against another Insured, except with respect to any Claim arising from, involving, or in connection with any dishonest, fraudulent, criminal, malicious, or intentionally wrongful or harmful act, error or omission of, or Personal Injury caused by, such Insured.

4.9.3 Any amounts recovered through subrogation shall be apportioned as follows: First, to the repayment of expenses incurred in enforcing subrogation; Second, to repayment of any loss and expense payments by the Insured in excess of any Deductible; Third, to any loss and expense payments by an excess carrier on behalf of the Insured; Fourth, to any loss and expense payments by any primary carrier, including the Company, on behalf of the Insured; and Last, to repayment of the Insured's Deductible.

4.10 CHANGES IN POLICY TERMS

Except where otherwise provided herein, no part of this Policy may be waived or changed, except by written endorsement issued to form a part of this Policy, and signed by an authorized representative of the Company. Neither notice to an agent nor knowledge possessed by an agent or by any other person shall effect any waiver or change in any part of this Policy or estop the Company from asserting any right under this Policy.

4.11 FIRM CHANGES

4.11.1 The Named Insured shall immediately notify the Company if, during the Policy Period, the Named Insured has: (a) any increase or decrease by more than 25 Attorneys or by more than 50% in the total number of Attorneys listed in Item 2 of the Declarations; or (b) any acquisition, dissolution or merger by or of the Named Insured. Upon receipt of such notice, the Company reserves the right, in its sole discretion, to re-evaluate the risk insured under this Policy and to take appropriate underwriting action.

4.11.2 In all instances other than those described in the immediately preceding section, the Named Insured shall notify the Company within a commercially reasonable period of time if, during the Policy Period, the Named Insured seeks to add or delete an Attorney to or from the list of insured Attorneys in Item 2 of the Declarations. Upon receipt of such notice, the Company reserves the right, in its sole discretion, to re-evaluate the risk insured under this Policy and to take appropriate underwriting action.
4.12 ASSIGNMENT

No rights or interests hereunder of any Insured may be assigned.

4.13 CANCELLATION OR NON-RENEWAL

4.13.1 The Named Insured may cancel this Policy at any time by surrendering this Policy to the Company (or an authorized representative of the Company), or by written notice to the Company stating the date on which the Named Insured proposes that the cancellation will be effective. In the event the Named Insured cancels this Policy, the Company shall be entitled to retain the customary “short rate” portion of the premium.

4.13.2 In the event the Named Insured has failed to pay when due a premium or Deductible under this Policy, or any other money owed to the Company, the Company may cancel this or any other policy by written notice of cancellation to the Named Insured. The notice shall state the date on which the cancellation will be effective, which shall be no fewer than ten days following the date of the notice. Such notice shall be effective and conclusive as to all Insureds hereunder. Proof of mailing shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end date of the Policy Period.

4.13.3 For any reason other than nonpayment of premium or Deductible as set forth in Section 4.13.2, including but not limited to: (a) material misrepresentation; (b) substantial change in the risk assumed; or (c) substantial breach of contractual duties, conditions, statements or assurances, the Company may cancel this Policy by written notice of cancellation to the Named Insured. The notice shall state the date on which the cancellation will be effective, which shall be no fewer than forty-five days after the date of the notice. Such notice shall be effective and conclusive as to all Insureds hereunder. Proof of mailing is sufficient proof of notice and the effective cancellation date stated in the notice will become the end date of the Policy Period.

4.13.4 In the event the Company cancels this Policy for any reason, it will compute earned premium on a pro rata basis. The Company may make any resultant premium adjustments at the time cancellation is effective, or as soon thereafter as is practicable. However, the payment or tender of unearned premium is not a condition of or a pre-requisite to cancellation of this Policy.

4.13.5 The Company may decline to renew this Policy for any reason. In the event the Company declines to renew this Policy, the Company shall provide the Named Insured with no less than sixty (60) days advance notice thereof.

4.14 STATEMENTS IN DECLARATIONS AND APPLICATION

4.14.1 By acceptance of this Policy, each Insured agrees with, represents to and assures the Company that the statements, information and representations in the Declarations, in the application for this Policy, and in the applications for each prior policy issued by the Company to the Insured, are true and correct, that the Declarations and the application form a part of this Policy, and that this Policy is issued in reliance upon the truth of such statements, information and representations.

4.15 ENTIRE CONTRACT

This Policy, including any signed endorsements attaching hereto, and including any current or previously submitted application documents, are incorporated herein by reference, and embodies all agreements existing between the Insured and the Company relating to this insurance.

4.16 NONASSESSABLE POLICY

This Policy is not assessable.
4.17 SPECIAL LAWS

Any and all provisions of this Policy that are in conflict with applicable laws of the jurisdiction wherein this Policy is issued are hereby amended to conform to such laws.

4.18 LIBERALIZATION

If the Company makes revisions to this Policy form which take effect during the Policy Period, and such revisions would provide broader coverage than the prior form without an additional premium charge, then this Policy shall be deemed to have incorporated those revisions as of their effective date.

4.19 NOTICES

All notices to be delivered to the Named Insured under this Policy shall be mailed first class postage to the Named Insured at the address shown in Item 1 of the Declarations, unless Company is notified in writing of a change in the mailing address of the Named Insured. Except for notice of a claim/potential claim, which shall be delivered to the Company in accordance with the NOTICE OF CLAIM paragraph set forth on page 1 of this Policy, all other notices to be delivered to the Company shall be mailed first class postage to the Company at the following address:

ALPS
111 North Higgins, Ste. 200
P.O. Box 9169
Missoula, MT 59807-9169

4.20 NAMED INSURED REPRESENTS ALL INSUREDS

By acceptance of this Policy, the Named Insured shall be designated to act on behalf of all Insureds for all purposes including, but not limited to, the giving and receiving of all notices, consents, communications and correspondence, the cancellation or non-renewal of this Policy, the payment of any premiums and Deductible due hereunder and the receipt of any return premiums that may be due under this Policy.
ALPS Application for Lawyers' Professional Liability Insurance

Firm Information Section

1. Firm Name: ___________________________ Insurance Contact: ___________________________
   Email: ___________________________
   Office Manager: ___________________________
   Telephones: ___________________________
   Fax: ___________________________
   Organization Type: ___________________________

Mailing address if different than street address: ___________________________

2. Street Address: ___________________________
   City: ___________________________
   State: ___________________________
   Zip: ___________________________
   County: ___________________________

3. Attach copies of all letterhead used by the firm.
   Inconsistency between information included in this application and information on the letterhead must be explained by separate attachment.

4. Total number of people working on behalf of this law firm: ___________________________

<table>
<thead>
<tr>
<th># of Attorneys:</th>
<th>Partners/Shareholders /Owners</th>
<th>Associates/Employed Lawyers</th>
<th>Of Counsel*</th>
<th>Independent* Contractors</th>
<th>Other (explain)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th># of Employees:</th>
<th>Paralegals</th>
<th>Legal Assistants</th>
<th>Law Clerks</th>
<th>Clerical</th>
<th>Other (explain)</th>
</tr>
</thead>
</table>

*If Of Counsel or Independent Contractor applies, in addition to an Individual Attorney Supplement, complete form OCIC 06-13

5. Does any attorney in the firm practice law in any other state other than the state listed in question 2 above? (Yes/No)
   If yes, list the state and the % of revenue generated from that state: ___________________________

6. Does the firm have attorneys or employees in locations other than the address listed in question 2 above? (Yes/No)
   If yes, answer the following regarding all office locations:

<table>
<thead>
<tr>
<th>Street Address, City, State</th>
<th>Revenue % (% of total revenue)</th>
<th># of Attorneys</th>
<th># of other employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Date this firm was established: ___________________________ (mm/dd/yyyy)

8. Does the firm currently have professional liability insurance? (Yes/No)
   If yes, what is the firm’s Loss Inclusion Date/Prior Acts Date on the current policy: ___________________________ (mm/dd/yyyy)

9. Current policy expiration date or requested policy effective date: ___________________________ (mm/dd/yyyy)

10. Does your current policy include any type of endorsement? (Yes/No)
    If yes, attach a copy of each endorsement.

11. Is this firm the majority successor (acquired 51% or more of assets and liabilities) in interest of any other law firm? (Yes/No)
    If yes, list the formal name of the other law firm(s): ___________________________

12. Does the firm currently share office space with any other law firms? (Yes/No)
    If yes, list the formal name of the other law firm(s): ___________________________
ALPS Application for Lawyers' Professional Liability Insurance

Requested Coverage Section

13. Requested Coverage
   a. Select each Claim/Aggregate Limit the firm desires:

   | $250,000 / $250,000 | $500,000 / $1,000,000 | $2,000,000 / $2,000,000 | $3,000,000 / $6,000,000 |
   | $250,000 / $500,000 | $1,000,000 / $1,000,000 | $2,000,000 / $4,000,000 | Other: |
   | $500,000 / $500,000 | $1,000,000 / $2,000,000 | $3,000,000 / $3,000,000 |

   b. Select the Deductible the firm desires:

   | $1,000 | $5,000 | $25,000* | $100,000* |
   | $2,500 | $10,000 | $50,000* | $250,000* |

   *Financial statement required

Risk Management Profile Section

1. List all prior professional liability insurance policies carried by the firm for the past five (5) years:

<table>
<thead>
<tr>
<th>Policy Period From/To (mm/dd/yyyy)</th>
<th>Insurance Carrier</th>
<th>Limits of Liability</th>
<th>Deductible</th>
<th># of Attorneys Covered</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>to</td>
<td></td>
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<td>to</td>
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<td>to</td>
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<td></td>
</tr>
</tbody>
</table>

2. Does each attorney have a back-up attorney to handle cases in their absence?  
   Yes  No

3. Does the firm have a formal system to evaluate the performance of all practicing lawyers?  
   Yes  No

4. Does the firm maintain a conflict avoidance system?  
   Yes  No
   If yes (question 4), answer the following:
   a. Is the conflict avoidance system maintained in any of the following ways? (Check all that apply.)
      □ Oral/In Writing  □ Computer  □ Physical Files  □ Other: ________________________________
   b. Does the conflict avoidance system capture the following? (Check all that apply.)
      □ Firm Members  □ Past Clients  □ Current Clients  □ Opposing Parties
      □ Individuals and Family Members with Interest in Business Entities  □ Other: ________________________________
   c. When there is a conflict, do you resolve it by obtaining written waiver?  
      Yes  No

5. Does the firm advertise its services? (If yes, check all that apply.)  
   □ Television  □ Yellow Pages  □ Internet  □ Firm Website  □ Radio
   □ Yes  □ No

   List all website addresses: ________________________________  Please initial here if you only use line listings in yellow pages: __________

   Attach copies of advertising.

6. Does the firm maintain a docket control system?  
   Yes  No
   a. Is the docket control system computerized?  
      Yes  No
   b. Are any of the following incorporated into the docket control system? (Check all that apply.)
      □ Calendar  □ Duplicate Calendar  □ Pickler File  □ Pocket Diary
   c. Does the system include any of the following? (Check all that apply.)
      □ Litigated Items  □ Non-litigated Items  □ Statute of Limitations  □ Other: ________________________________
   d. How frequently does the firm cross check deadlines?  
      □ Daily  □ Weekly  □ Monthly  □ Never  
      □ Yes  □ No
   e. Is the attorney assigned to the case responsible for docketing?  
      If no, who is responsible for docketing deadlines?  
      ________________________________
7. Do you initiate suits to collect fees for your firm's services?  
   If yes, answer the following:  
   a. How many suits were initiated in the past 12 months?  
   b. Who files the suit?  
      □ Applicant Firm  □ Collection Agency  □ Other:  
   c. Do you have a file review procedure prior to initiating suit?  
   □ Yes  □ No  

8. Do you use engagement letters or retainer agreements that outline the scope of your representation, fee agreements, and billing arrangements?  
   If no, please explain:  
   □ Yes  □ No  

9. Do you use non-engagement letters when declining to represent a potential client?  
   If no, please explain:  
   □ Yes  □ No  

10. Do you use disengagement letters, termination letters, or closing letters when completing or terminating your legal representation?  
    If no, please explain:  
    □ Yes  □ No  

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Claims History Section

1. Has any claim or suit been made against you or any other current or former member of this firm or any predecessor firm in the last five (5) years or is any claim or suit made more than five (5) years ago still pending?  
   If yes, complete a Claim Information Supplement for each claim and provide a five (5) year loss run showing open and closed claims.  
   □ Yes  □ No  

2. Are you or any member of the firm aware of or do you or any member of the firm have knowledge of any fact, circumstance, act, error, or omission that could reasonably be expected to be the basis of a claim against any current or former attorney in the firm or its predecessors, regardless of the merit of such claim?  
   If yes, complete a Claims Information Supplement for each potential fact, circumstance, act, error, or omission.  
   □ Yes  □ No  

3. Has any member of the firm had a disciplinary complaint made to any court, administrative agency, or regulatory body in the past five (5) years?  
   If yes, provide a copy of each complaint, answer and/or resolution of the complaint.  
   □ Yes  □ No  

4. Has any attorney in your firm been refused admission to practice, disbarred, suspended from practice, or been formally reprimanded by any court, administrative agency or regulatory body in the past year; or is any attorney under investigation?  
   If yes, provide complete details and any supporting documentation.  
   □ Yes  □ No  

5. [MISSOURI RESIDENTS, DO NOT ANSWER] Has the firm's coverage ever been non-renewed, discontinued, cancelled, rescinded, or declined by any carrier?  
   If yes, provide formal documentation issued by each carrier or potential carrier or provide a detailed explanation.  
   □ Yes  □ No  

6. Is any attorney in your firm currently under investigation, charged with or been convicted of a felony or misdemeanor in the last three (3) years?  
   If yes, provide details.  
   □ Yes  □ No
NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY

NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an Insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any Insurance Company or agent of an Insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO KANSAS APPLICANTS: IN KANSAS, ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR

PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

NOTICE TO MAINE APPLICANTS: It is a crime to provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO TENNESSEE, VIRGINIA & WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VERMONT APPLICANTS: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.
NOTICE TO THE APPLICANT (continued) - PLEASE READ CAREFULLY

APPLICANT REPRESENTATIONS AND ASSURANCES: The undersigned hereby represents to and assures ALPS Property & Casualty Insurance Company ("ALPS") that the information contained in this application is true and correct as of the date this application is executed and that ALPS shall be entitled to rely upon this application as the basis of any insurance policy ALPS may issue to the applicant firm. The undersigned acknowledges and agrees that this application shall be deemed incorporated into any insurance policy ALPS may issue to the applicant firm.

The undersigned further represents to and assures ALPS that the applicant firm will report to ALPS (as soon as practicable) any material change in any answers, responses, facts or information set forth in this application or any supplemental application submitted herewith, including, but not limited to, the existence of any claim(s) or any facts or circumstances which may give rise to a claim. The undersigned agrees that these representations and assurances constitute a continuing obligation and that the applicant firm has a continuous duty throughout the policy period to update this application, its supplements and attachments for any such material changes.

RELEASE OF CLAIMS INFORMATION: By executing this application, the undersigned hereby authorizes any prior insurer to release the applicant's claims information to ALPS.

DEFENSE OF CLAIMS: In applying for coverage, the undersigned agrees that, in the event of a covered loss, ALPS will be required to defend the applicant and that, if the applicant has not purchased first dollar defense cost coverage, the deductible shall apply to loss and claim expenses, adjusting expenses, investigation costs and legal fees. If the applicant elects to defend a claim without involving ALPS, no coverage for that claim will be afforded the applicant under the policy.

CLAIMS MADE AND REPORTED POLICY: The undersigned understands and agrees that the policy applied for is a "Claims Made and Reported" policy. Therefore, the applicant must immediately report any claim to ALPS while the policy is in force. No coverage exists under the policy for a claim which is first made against the insured or first reported to ALPS before or after the policy period or any applicable extended reporting period. All coverage ceases with the termination of the policy unless the undersigned exercises certain options available in accordance with the terms of the policy.

FAILURE TO REPORT CLAIMS: The failure to report any claims made against the applicant or any attorney in the applicant's firm under any current or previous insurance policy, or failure to reveal timely facts or circumstances which may give rise to a claim against current or prior insurers, may result in the absence of coverage for any matter which should have been reported or may result in the failure of coverage altogether.

COMMITMENT TO PRIVACY: ALPS is committed to safeguarding the confidentiality, integrity and security of your non-public, personal information. Access to your personal information is restricted solely to those ALPS employees who have a business need for such information. ALPS believes all of your personal information is confidential. Therefore, it is our policy not to disclose your personal information to any third parties, except as permitted by law, unless you direct us to do so or if we are compelled by law to do so.

This application must be signed by an owner, partner or corporate officer. Signing does not bind the applicant or ALPS.

_________________________________________  _____________________________
Signature of Owner, Partner or Corporate Officer  Date (mm/dd/yyyy)

Print or Type Name/Title
List of Principals and employed attorneys:

<table>
<thead>
<tr>
<th>Name</th>
<th>Retroactive Coverage Date</th>
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ALPS Application for Lawyers’ Professional Liability Insurance

Complete One Per Attorney

Name of Applicant Firm:

1. Individual Attorney Supplement for: ☐ Mr. ☐ Ms.
   Email Address: ____________________________________________________________
   Do you work less than 40 hours per week? ☐ Yes ☐ No
   If yes, provide the average number of hours worked per week on behalf of the applicant firm: __________

2. Position with the firm: ☐ Solo Practitioner ☐ Partner/Owner ☐ Associate ☐ Of Counsel* ☐ Independent Contractor*
   *If you are acting as an Of Counsel or Independent Contractor, complete form OCJC 06-13.

3. In the twelve (12) months prior to the requested effective date of the policy, did you complete three (3) or more hours of CLE seminars in Ethics, Risk Management, Loss Prevention, and/or Office Management? ☐ Yes ☐ No

4. If you are currently covered by Professional Liability Insurance, provide your current retro-active coverage date: ________________ (mm/dd/yyyy)

5. Date you joined the firm: ______________________ (mm/dd/yyyy)

6. Has any professional liability claim or suit been made against you within the last 5 years, regardless of whether indemnity was paid? ☐ Yes ☐ No
   If yes, how many? __________________________________________ Complete a Claim Information Supplement for each claim.

7. Are you aware of or do you have knowledge of any fact, circumstance, act, error, or omission that could reasonably be expected to be the basis of a claim against you, regardless of the merit of such claim? ☐ Yes ☐ No
   If yes, how many? __________________________________________ Complete a Claim Information Supplement for each claim.

8. Note the percentage of your professional time in private practice devoted to each area below. The total must equal 100%.

   ____________ Admiralty/Maritime ____________ Entertainment/Sports ____________ Oil/Gas
   ____________ Anti-trust/Trade Regulation ____________ Environmental ____________ Patents*
   ____________ Arbitration/Mediation ____________ Estate/Probate/Wills/Trusts ____________ Copyright/Trademark/Servicemark*
   ____________ Bankruptcy ____________ ERISA/Employee Benefits ____________ Public Utilities
   ____________ Civil Litigation: Plaintiff* ____________ Financial Institutions/Banking* ____________ Real Estate*
   ____________ Civil Litigation: Defense* ____________ Gaming/Casino Representation ____________ Securities Exempt/Bonds*
   ____________ Collection/Repossession ____________ Government/Municipal ____________ Securities/Registered Offerings*
   ____________ Corporation/Business Formation ____________ Immigration ____________ Social Security
   ____________ Mergers and Acquisitions ____________ International Law ____________ Taxation*
   ____________ Criminal ____________ Labor Law/Employee Relations ____________ Workers’ Compensation
   ____________ Domestic Relations ____________ Natural Resources/Water Rights ____________ Other, please describe:

   ____________ Total (must equal 100%)

*Please note: if you indicate that you practice in any of the following areas of practice (Civil Litigation: Plaintiff; Civil Litigation: Defense; Financial Institutions/Banking; Patents; Copyright/Trademark/Servicemark; Real Estate; Securities Exempt/Bonds; Securities/Registered Offerings; Taxation), your firm will be required to complete a supplement for the applicable areas of practice indicated.
9. Do you offer any of the following services?
   If yes, please show the percentage of total time devoted to each service:
   Insurance Agent/Broker: 0.00  Real Estate Agent/Broker: 0.00
   Accountant: 0.00  Title Agent: 0.00
   Prosecutor: 0.00  Abstractor: 0.00
   Public Defender: 0.00  Municipal, State, or Corporate Counsel: 0.00

   If yes (question 9), do you maintain errors and omissions insurance for those services?
   If no, please explain:
   □ Yes  □ No

10. Last four digits of your Social Security Number XXX-XX- ____________

11. Date of Birth: _______________ (mm/dd/yyyy)

12. State licensed or admitted to practice law:

<table>
<thead>
<tr>
<th>State</th>
<th>Date Admitted/Licensed (mm/dd/yyyy)</th>
<th>Do you provide professional services for clients in this state?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>□ Yes □ No</td>
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<tr>
<td></td>
<td></td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

13. Previous employment since admission to the bar:

<table>
<thead>
<tr>
<th>Start Date (mm/dd/yyyy)</th>
<th>End Date (mm/dd/yyyy)</th>
<th>Name of Employer</th>
<th>Position</th>
<th>State</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

14. Are you an employee of any organization other than the applicant firm?
   If yes, please provide the name of your employer and your position:
   □ Yes  □ No

15. Do you serve as director or officer, or exercise any fiduciary control over any business enterprise other than the applicant firm or do you have any interest in a client's business? This includes profit and for-profit organizations.*
   If yes, by separate attachment, list the following: Name of the entity, nature of the business, position held, % of ownership, name of the insurance carrier, and indicate if it is a client of the firm.
   □ Yes  □ No

16. Do you perform any professional legal services for any entity other than the applicant firm?*
   If yes, please provide the name of the other entity.*
   □ Yes  □ No

*Refer to policy exclusions regarding these exposures.

I understand information submitted herein becomes a part of my firm's Professional Liability Application and is subject to the same terms and conditions.

______________________________  __________________________
Attorney's Signature  Date (mm/dd/yyyy)
1. Attorney Name:

2. Specify Relationship: □ Of Counsel □ Independent Contractor

3. Are you currently insured under the applicant firm’s professional liability insurance policy? □ Yes □ No

   If yes, what is your current retroactive date: mm/dd/yyyy

4. What percentage of time do you spend working on the firm’s behalf? __________ How many hours per month? __________

   Note: If the percentage is 0% or number of billable hours is 0, you may not qualify for coverage with the applicant firm.

5. Please describe the manner in which you charge for the professional services you render.

6. Do you:
   a. Provide professional services on behalf of any other entity other than the applicant firm? □ Yes □ No

   Please list all other entities on your Individual Attorney Supplement.

   b. Use engagement, declination, and disengagement letters for all matters accepted, declined, or withdrawn from? □ Yes □ No

   c. Check both internally and with the firm for potential conflicts of interests and disclose all conflicts in writing to the parties involved? □ Yes □ No

   d. Is your position with the firm clearly described to the client? □ Yes □ No

       If no, please explain.

   e. Maintain any separate professional liability insurance coverage? □ Yes □ No

       If so, please attach a copy of your Declaration Page or a Certificate of Insurance.

7. Are you listed on the applicant firm’s letterhead? □ Yes □ No

8. How much control/oversight does the applicant firm have on the professional services you provide? __________

   Note: in addition to this supplement, complete an Individual Attorney Supplement.

   I understand information submitted herein becomes a part of my firm’s Professional Liability Application and is subject to the same terms and conditions.

   Of Counsel or Independent Contractor’s Signature

   Date mm/dd/yyyy

OC/JC 06-13
ALPS Application for Lawyers' Professional Liability Insurance

Claims Information Supplement

Complete one form for each claim or incident. If the claim is still open, attach a copy of the complaint and responsive pleadings.

Name of Applicant Firm: ____________________________________________

1. Full name of the attorney(s) involved in the claim:

   Identify the firm(s) named in the claim: ________________________________

   Additional Defendants: ____________________________________________

2. Full Name of Claimant: __________________________________________

3. Is this a claim/suit  □ incident that could give rise to a claim/suit  □

   Have you notified your insurance carrier in writing?  □ Yes  □ No  Date Carrier was Notified: ____________(m/d/yyyy)

4. Name of Insurance Company Handling:
   If this claim was handled or is being handled by ALPS, please reference the claim number and skip to question 8 below.

   ALPS Claim or Incident #: ________________________________________

5. Date of Alleged Error: ____________________________ (m/d/yyyy)

6. Date of Claim: ____________________________________________ (m/d/yyyy)

7. Present Status of Claim/Incident:  □ Open  □ Closed  Date Closed: ____________(m/d/yyyy)

   Claimant's Settlement Demand: ____________________________

   Defendant's Offer for Settlement: ______________________________

   Total Paid to Date Including Deductible: ____________________________

   Total Indemnity Paid: ______________________________

   □ Court Judgment  □ Out of Court Settlement

   □ Other: ____________________________

   Total Expenses Paid: ______________________________

   Details Regarding Current Status: _____________________________________

8. Description of Claim (Provide enough information to allow evaluation, including copies of relevant documents and/or pleadings.):
   a. Summary of alleged facts, circumstances, act, error, or omission upon which Claimant bases claim and the alleged type and extent of the injury or damage sustained:

   b. What steps have the firm and the attorney taken to prevent similar allegations in the future?

I understand information submitted herein becomes a part of my firm's Professional Liability Application and is subject to the same terms and conditions.

Applicant Signature ____________________________ Position ____________________________ Date (m/d/yyyy) ____________________________

CIS 06-13
**ALPS**

Property & Casualty Insurance Company

**ALPS Application for Lawyers’ Professional Liability Insurance**

Financial Institution/Banking Supplement

Matters relating to professional services on behalf of a savings and loan, bank, credit union, mortgage company, insurance company (not including insurance defense) in the past 5 years. If more than one attorney practices in this area, one supplement will suffice. All attorneys indicating this area of practice on their IAS must be listed on this supplement.

Name of Applicant Firm: 

<table>
<thead>
<tr>
<th>Financial Institution</th>
<th>Name</th>
<th>City, State</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Financial Institution:</td>
<td>Name</td>
<td>City, State</td>
</tr>
<tr>
<td>Name of Attorney:</td>
<td>Work From:</td>
<td>To:</td>
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<td>(mm/dd/yyyy)</td>
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<td>Nature of Work Provided:</td>
<td>Ownership:</td>
<td>Percentage</td>
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<td>Committee Member:</td>
<td>Director:</td>
<td>Type of Committee:</td>
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If there are more financial institutions, please continue on a separate attachment.

I understand information submitted herein becomes a part of my firm’s Professional Liability Application and is subject to the same terms and conditions.

Applicant Signature ___________________ Position ___________________ Date (mm/dd/yyyy) ___________________
ALPS Application for Lawyers’ Professional Liability Insurance

Includes the prosecution or defense of any civil action (i.e. not criminal in nature).

If more than one attorney practices in this area, one supplement will suffice. All attorneys indicating this area of practice on their IAS must be listed on this supplement.

Name of Applicant Firm: ________________________________

1. Identify the following regarding the attorneys in the firm who handle civil litigation. If necessary, use a separate sheet for additional names:

<table>
<thead>
<tr>
<th>Attorney’s Name</th>
<th>Years as a Litigator</th>
<th>Total # of Cases Handled</th>
<th>Average Annual Caseload</th>
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<tr>
<th>Types of Cases</th>
<th>% Plaintiff</th>
<th>% Defense</th>
<th>Types of Cases</th>
<th>% Plaintiff</th>
<th>% Defense</th>
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</table>

2. What percentage of matters are settled before trial? __________ %

3. What is the highest dollar value of judgment or settlement for a case the firm has handled in the past five (5) years? __________

4. Does your firm generally assign more than one attorney to actively participate in the litigation of a case?
   If yes, what percentage of cases have two or more attorneys actively participating in litigation? ________

   5. Does your firm have a policy of providing the client with copies of all pleadings and correspondence sent or received by the firm during the course of the litigation?
   If no, please explain:

6. Prior to agreeing upon settlement terms, does your firm obtain written authority or written confirmation from the client regarding the terms and conditions upon which the case will be settled, including any monetary amount or other consideration to be paid or received by the client?
   If no, please explain:

7. What percentage of cases are handled on a contingency fee basis? ________________

8. Do you employ or engage an investigator in respect to your litigation practice?
   If yes, please explain:

   Yes  No

9. Does your firm refer cases to other law firms or engage in co-counseling with other law firms for which your firm retains a percentage of the fees, work and/or both?
   If yes, provide the estimated number and types of cases.

   Yes  No

10. Does the firm represent plaintiff class actions?
    If yes, please answer the following:
    a. Do the matters involving class actions constitute more than 25% of all work done by the firm? Yes  No
    b. Does any attorney who handles class action cases have less than 10 years experience in these types of cases? Yes  No
    c. Do the classes represented consist of more than 100 members or potential members? Yes  No
    d. Are any of the class action cases handled or venued outside of the jurisdiction in which the firm’s principal office is located? Yes  No

I understand information submitted herein becomes a part of my firm’s Professional Liability Application and is subject to the same terms and conditions.

Applicant Signature: ________________________________

Position: ________________________________

Date (mm/dd/yyyy): ________________________________
ALPS Application for Lawyers' Professional Liability Insurance

Real Estate Supplement

Real Estate includes legal activities dealing with all aspects of real property transactions including, but not limited to, real estate conveyances, title searches and property transfers, leases, construction contracts (building contracts), condominiums and cooperatives, mortgages, condemnation and eminent domain, zoning and land use planning, property taxes, real estate development and financing. This category does not include environmental law areas such as air and water pollution.

If more than one attorney practices in this area, one supplement will suffice.

Name of Applicant Firm: ____________________________

1. Is the firm involved in the negotiating or structuring of real estate transactions?
   a. If yes, please describe in detail on a separate sheet.
   b. If no, do you review the documents with the parties at time of closing?

2. Does your firm represent more than one party in any real estate transaction?
   If yes, do you explain your role to all parties in writing?
   If you do not disclose your role in writing, please explain by separate attachment.

3. Does this firm undertake examination of title, legal descriptions, or survey matters?
   If yes, what percentage of your total firm's work is in examination of titles, legal descriptions or survey matters?

4. Does the firm prepare loan documents on behalf of a lender in conjunction with real estate transactions?

5. Describe how the firm addresses issues created by environmental problems and conditions for clients and whether it expressly declines to offer advice on such matters.

6. What percentage of the firm's real estate transactions are: Commercial: __________ Residential: __________

What is the value of the largest real estate transaction you have been involved in in the last five (5) years:
   Commercial: $_________ Residential: $_________

7. Does anyone in the firm perform real estate closings?
   If yes, answer the following (a through e) below:
   a. Please identify those individuals who perform real estate closings.
   b. Does the firm undertake responsibility for preparing or reviewing closing documents and closing calculations, e.g., preparing settlement statements, determining prorations or disbursing settlement proceeds?
      If no, please explain.
   c. Are the real estate closing documents reviewed by an attorney?
      If no, please explain.
   d. What percentage of your firm's real estate practice involves real estate closing?
   e. Estimated number of closings in the past 12 months: __________

8. Does the firm or any member in the firm perform work for a lending institution, real estate agent, title agency or closing company under a contract or other relationship in which the firm agrees to perform real estate closings for a fee?
   If yes, please provide a copy of the contract(s) or explain the relationship in detail by separate attachment.

If you have answered no to all of the questions above, please provide a description of your Real Estate Practice by separate attachment.

I understand information submitted herein becomes a part of my firm's Professional Liability Application and is subject to the same terms and conditions.

Applicant Signature ____________________________
Position ____________________________
Date (mm/dd/yyyy) ____________________________

RE 06-13
ALPS Application for Lawyers' Professional Liability Insurance

Securities Supplement

Securities includes all activities involved with or related to the Securities Act of 1933, the Securities Exchange Act of 1934 or the Investment Advisers Act and any state law governing the registration, regulation, or offering of securities. Securities practice also includes advice about or preparation or registration (state or federal) of securities such as stocks, bonds, or interest in a business. Included in this area are proxy statements, exchanges of securities and insider sales.

If more than one attorney practices in this area, one supplement will suffice. All attorneys indicating this area of practice on their IAS must be listed on this supplement.

Name of Applicant Firm:

1. List the names of all lawyers engaged in securities practice:

<table>
<thead>
<tr>
<th>Name of Lawyer</th>
<th>Years in Specialty</th>
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2. Gross income derived from securities practice: Last 12 Months: Anticipated Next 12 Months:

3. Does the firm's conflict avoidance system ensure that there are no conflicts in respect to security matters? □ Yes □ No

4. Indicate if your firm has acted in any of the capacities listed below during the past two years and provide the percentage of security revenue from the prior year (must equal 100%):
   a. □ Bond Counsel
   b. □ Private placement securities
      For: □ Underwriters □ Issuers □ Security Holders
   c. □ Public offerings of securities registered under the Securities Act of 1933
      For: □ Underwriters □ Issuers □ Security Holders
   d. □ Public offerings of securities exempt from registration under the Securities Act of 1933
      For: □ Underwriters □ Issuers □ Security Holders
   e. □ Other (describe):

5. By separate attachment, describe in detail what steps are taken to satisfy "due diligence" requirement.

6. By separate attachment, provide the following for all securities offerings handled in the past two years.

<table>
<thead>
<tr>
<th>Description of Security (Key 1)</th>
<th>Type of Offering</th>
<th>Name of Issuer</th>
<th>Amount of Offering</th>
<th>Nature of Client's Business</th>
<th>Registered or Exempt</th>
<th>Who are you representing? (Key 2)</th>
<th>Render an opinion?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private placement: PR</td>
<td>Syndication: S</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Public Initial Placement: PIP</td>
<td>Municipal Financing: MF</td>
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<tr>
<td>Public Secondary Placement: PSP</td>
<td>Limited Partnerships: LP</td>
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<tr>
<td>Bond: B</td>
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</tr>
</tbody>
</table>

Key 2

<table>
<thead>
<tr>
<th>Issuer: I</th>
<th>Purchaser: P</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underwriter: U</td>
<td>Auditor: A</td>
</tr>
<tr>
<td>Lender: L</td>
<td>Other: O (please specify)</td>
</tr>
</tbody>
</table>

I understand information submitted herein becomes a part of my firm's Professional Liability Application and is subject to the same terms and conditions.

Applicant Signature: ___________________________ Position: ___________________________ Date (mm/dd/yyyy): ___________________________

SEC 06-13
ALPS Application for Lawyers’ Professional Liability Insurance

Taxation Supplement

If more than one attorney practices in this area, one supplement will suffice. All attorneys indicating this area of practice on their IAS must be listed on this supplement.

Name of Applicant Firm: ____________________________

1. List the attorneys within the firm engaged in the practice area of taxation. For each attorney, state the number of years practicing in this area and whether the attorney has received an advanced law degree in taxation (e.g. LLM) or is licensed as a certified public accountant.

<table>
<thead>
<tr>
<th>Name of Attorney</th>
<th>Years of Experience</th>
<th>Advanced Degree</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

2. Does any member of the firm provide investment counselor services, including tax opinions on tax shelters? □ Yes □ No

If yes, please describe: ____________________________________________________________

3. Does the firm prepare tax returns for or on behalf of clients? □ Yes □ No

a. If yes, what types of tax returns are prepared? (e.g. individual income tax returns, corporate tax returns, estate gift tax returns, gift tax returns, etc.)

b. If yes, how many tax returns does the firm prepare on an annual basis? ___________

c. If yes, does the firm utilize computer software to assist in preparation of tax returns?

4. By separate attachment, please describe in narrative form the types of services performed in conjunction with the firm’s tax practice.

I understand information submitted herein becomes a part of my firm’s Professional Liability Application and is subject to the same terms and conditions.

Applicant Signature ____________________________  Position ____________________________  Date (mm/dd/yyyy) ____________________________

TAXS 06-13
ALPS Application for Lawyers’ Professional Liability Insurance

Intellectual Property Supplement

If more than one attorney practices in this area, one supplement will suffice. All attorneys indicating this area of practice on their IAS must be listed on this supplement.

Name of Applicant Firm: __________________________

1. Does the firm handle Intellectual Property matters on a contingency fee basis? □ Yes □ No
   If yes, please explain and provide the % taken on a contingency fee basis.

2. Please provide the following information regarding the attorneys in the firm who provide IP services:

<table>
<thead>
<tr>
<th>Name of Attorney</th>
<th>Specify Copyright/Trademark/Patent</th>
<th>Years of Experience</th>
<th>Advanced Education or Degrees</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

   Please complete a separate attachment for additional attorneys who practice in this area.

Patent Section

Patent includes all aspects of the registration, protection and licensing of patents; practice before federal and state courts in actions for infringement and other actions; the prosecution of applications before the United States Patent and Trademark Office; counseling with regard to the law of unfair competition as it relates to patents. Patent Prosecution is actively representing a client in securing intellectual property protection for an idea or writing. It does not include preserving or defending a client's intellectual property rights once secure.

1. How many Patent cases are handled annually? ____________
2. What percentage of the firm’s total fees are generated by Patent work? ____________
3. What percentage of Patent work is done for international clients? ____________
4. Do you file any patents outside of the U.S.? □ Yes □ No
   If yes, please explain and list locations:

5. Does the firm engage in Patent Prosecution? □ Yes □ No
   If yes, what percentage of the firm’s total fees involves Patent Prosecution? ____________

   By separate attachment, provide details on the size and type of clients. Also describe the patent searches and the firm’s expertise in the area of Patent Prosecution.

6. What percentage of defense of Patents is involved? ____________
7. What percentage of enforcement of Patents is involved? ____________

Copyright/Trademark/ Servicemark Section

Copyright/Trademark/Servicemark includes all aspects of the registration, protection, and licensing of copyrights, trademarks, or servicemarks; practice before federal and state courts in actions for infringement and other actions; the prosecution of applications before the United States Patent and Trademark Office; counseling with regard to the law of unfair competition as it relates to trademarks and copyrights.

1. How many Copyright/Trademark/Servicemark cases does the firm handle annually? ____________
2. What percentage of the firm’s total fees are generated by Copyright/Trademark/Servicemark work? ____________

I understand information submitted herein becomes a part of my firm’s Professional Liability Application and is subject to the same terms and conditions.

Applicant Signature __________________________ Position __________________________ Date (mm/dd/yyyy) ____________

IP 06-13