



GENERAL STAR NATIONAL INSURANCE COMPANY
 Financial Centre, P.O. Box 1255
 695 East Main Street
 Stamford, Connecticut 06904

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS PAGE

**This is a claims made and reported policy.
 Please read this policy and all endorsements and attachments carefully.**

Policy Number:

Renewal of Number:

**1. NAMED INSURED:
 STREET ADDRESS:**

2. POLICY PERIOD: Inception Date: _____ Expiration Date: _____
 Effective 12:01 a.m. Standard Time at the street address of the **Named Insured**.

3. LIMIT OF LIABILITY:
 Each Claim: \$ _____
 Aggregate: \$ _____

4. CLAIMS EXPENSES:
 a. Are included within the Limits of Liability.
 b. Have a separate Limit of Liability.

5. DEDUCTIBLE:
 Each Claim: \$ _____
 a. The Deductible amount specified above applies only to **Damages**.
 b. The Deductible amount specified above applies to both **Damages** and **Claims Expenses**.

6. ANNUAL PREMIUM: \$ _____

7. RETROACTIVE DATE:
 If a date is indicated, the policy will not provide coverage for any **Claim** based on or arising out of any act, error, omission or **Personal Injury** that occurred before such date.

8. ENDORSEMENTS:
 This policy is made and accepted subject to the printed policy form together with the following form(s) or endorsement(s).

9. MANAGING AGENT

 Authorized Representative

Bill point #: _____ Class Code: _____ Issuance Date: _____

GENERAL STAR NATIONAL INSURANCE COMPANY
FINANCIAL CENTRE, P.O. BOX 1255
STAMFORD, CONNECTICUT 06904
(administrative office)

(A stock insurance Company, herein called the Company)

NOTICE

**THIS IS A CLAIMS MADE AND REPORTED FORM
LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY**

THIS LAWYERS PROFESSIONAL LIABILITY POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM THE RENDERING OF OR THE FAILURE TO RENDER **PROFESSIONAL SERVICES** AFTER THE RETROACTIVE DATE STATED IN THE DECLARATIONS PAGE AND WHICH ARE FIRST MADE AGAINST AN **INSURED** AND REPORTED TO THE COMPANY DURING THE **POLICY PERIOD**, OR WITHIN THIRTY (30) DAYS THEREAFTER, OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD.

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

WHAT TO DO IN CASE OF A CLAIM

In the event you directly or indirectly become involved in a professional liability **Claim**, you should immediately report the details in writing to:

General Star Management Company
Financial Centre, P.O. Box 1255
Stamford, CT 06904
Fax: 866-914-3151
Attn: Professional Liability Claims

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

IMPORTANT

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

TABLE OF CONTENTS

SECTION I — COVERAGE	3
SECTION II — ENTITIES AND PERSONS INSURED	4
SECTION III — LIMIT OF LIABILITY AND DEDUCTIBLE	4
SECTION IV — TERRITORY	5
SECTION V — DUTY TO REPORT A POTENTIAL CLAIM OR A CLAIM	5
SECTION VI — SUPPLEMENTARY PAYMENTS	5
SECTION VII — EXCLUSIONS	6
SECTION VIII — DEFINITIONS	7
SECTION IX — AUTOMATIC AND OPTIONAL EXTENDED REPORTING PERIODS	9
SECTION X — GENERAL CONDITIONS	10

SPECIAL

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY.
THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE REVIEW THE POLICY CAREFULLY.

THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD AND FIRST REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN THIRTY (30) DAYS THEREAFTER, UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES.

GENERAL STAR NATIONAL INSURANCE COMPANY, hereinafter called the Company, agrees with the **Insureds**, in consideration of the payment of the premium, and in reliance upon the statements on the application and the Declarations Page and subject to the Limit of Liability, exclusions, conditions and other terms of this policy, as follows:

INSURING AGREEMENTS

SECTION I - COVERAGE

The Company will pay on behalf of an **Insured** all sums which such **Insured** shall become legally obligated to pay as **Damages for Claims** first made against an **Insured** during the **Policy Period** and first reported to the Company during the **Policy Period**, or within thirty (30) days thereafter, arising out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by an **Insured** or any entity or individual for whom the **Named Insured** is legally liable; provided always that such act, error, omission or **Personal Injury** happens:

- A. during the **Policy Period**; or
- B. prior to the **Policy Period** provided that:
 - 1. such act, error, omission or **Personal Injury** happened on or after the **Retroactive Date** as indicated on the Declarations Page of this policy; and
 - 2. at the inception of this policy each such **Insured** seeking coverage had no reasonable basis to believe that any **Insured** had breached a professional duty and each such **Insured** seeking coverage had no knowledge of an act, error, omission or **Personal Injury** that might reasonably be expected to result in such **Claim**; provided, however, that this paragraph shall not operate to preclude coverage under this policy for any **Insured** without such reasonable basis to believe and without such knowledge as of the inception of this policy.

The Company shall have the right and duty to defend any **Suit** against an **Insured** seeking **Damages** to which this insurance applies even if any of the allegations of the **Suit** are groundless, false or fraudulent. However, the Company shall

have no duty to defend any **Insured** against any **Suit** seeking solely **Damages** to which this insurance does not apply. For covered **Claims**, the Company, at its option, shall select and assign defense counsel; however, the **Insured** may engage additional counsel, solely at his, her or its own expense, to associate in the defense of any covered **Claim**. No **Insured** shall assume any liability or obligations; incur any costs, charges or expenses; or enter into any settlement without the Company's consent.

The Company shall also have the right to investigate any **Claim** and negotiate the settlement, as it deems expedient, but the Company shall not commit an **Insured** to any settlement without such **Insured's** consent. If an **Insured** refuses to consent to any settlement recommended by the Company, and elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the Company shall be relieved of any further duty to defend the **Claim**, and the liability of the Company for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, as well as the **Claims Expenses** incurred by the Company or with the Company's consent up to the date of such refusal.

In the event that:

- C. Item 4.a. of the Declarations Page is applicable to this policy, **Claims Expenses** shall be part of, and not in addition to, the Limit of Liability specified in Item 3. of the Declarations Page; or
- D. Item 4.b. of the Declarations Page is applicable to this policy, **Claims Expenses** shall be in addition to the Limit of Liability specified in Item 3. of the Declarations Page and shall be limited to an amount equal to the respective "each **Claim**" and

"aggregate" Limit of Liability in Item 3 of the Declarations Page.

In no event shall the Company be obligated to pay **Damages** or **Claims Expenses** or to defend, or continue to defend, any **Suit** after the applicable Limit of Liability has been exhausted by payments of **Damages** or **Claims Expenses**.

SECTION II – ENTITIES AND PERSONS INSURED

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

- A. The entity or person named in Item 1. of the Declarations Page as the **Named Insured**;
- B. Any **Predecessor in Business** or **Successor in Business**;
- C. Any past or present partners, officers, directors, stockholders, members, managing members or employees of any person or entity specified in Item A. or B. of this Section, but only while acting within the scope of their duties on behalf of such person or entity and while employed by such person or entity;
- D. Any non-affiliated person, but solely for **Professional Services** performed within the course and scope of their written contract with, and on behalf of, the **Named Insured**, **Predecessor in Business** or **Successor in Business**;

E. The estate, heirs, executors, administrators and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this policy;

F. Retained Of Counsel, but solely for **Professional Services** performed within the scope of their employment by the **Named Insured** or any **Predecessor in Business** or **Successor in Business**.

In all events, coverage as afforded with respect to a **Claim** made against an **Insured** as specified in Items A. through F. of this Section, will only apply to an act, error, omission or **Personal Injury** committed or allegedly committed by such **Insured** after such **Insured** joined the entity specified in Item A. or B. of this Section and prior to the time such **Insured** ceased to be an **Insured** as specified in Items A. through F. of this Section.

SECTION III - LIMIT OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Insureds** covered under this policy or the number of claimants or the number of **Claims** made, the Company's liability is limited as follows:

A. In the event **Claims Expenses** are included within the Limit of Liability as specified in Item 4.a. of the Declarations Page, the Limit of Liability stated on the Declarations Page as applicable to "each **Claim**" is the limit of the Company's liability for all **Damages** and **Claims Expenses** for each **Claim** covered. All **Claims** based upon or arising from the same or related acts, errors or omissions or **Personal Injury** shall be considered a single **Claim** for the purpose of this insurance and shall be subject to the same Limit of Liability, and all such **Claims** shall be considered as first made at the earliest of the date the first **Claim** was made or the date the act, error, omission or **Personal Injury** was first reported to the Company.

The Limit of Liability stated on the Declarations Page as "aggregate" is, subject to the provision in this item A. respecting "each **Claim**", the total Limit of Liability under this policy for all **Damages** and **Claims Expenses** for all **Claims**.

B. In the event **Claims Expenses** are in addition to the Limit of Liability as specified in Item 4.b. of the Declarations Page, the Limit of Liability stated on the Declarations Page as applicable to "each **Claim**" is the limit of the Company's liability for **Damages** resulting from each **Claim** covered. There shall be a separate Limit of Liability applicable to **Claims Expenses** for any such **Claim** equal to the Limit of Liability for **Damages**. All **Claims** arising from the same or related act, error, omission or **Personal Injury** shall be considered a single **Claim** for the purpose of this insurance and shall be subject to the same Limit of Liability.

The Limit of Liability stated on the Declarations Page as "aggregate" is, subject to the above

provision respecting "each **Claim**", the total Limit of Liability under this policy for all **Damages**. There shall be a separate "aggregate" Limit of Liability applicable to all **Claims Expenses** incurred in the defense of **Claims** covered by this policy, subject to the above provision respecting the Company's liability for **Claims Expenses** for "each **Claim**".

- C. The Company's liability for **Damages** and **Claims Expenses**, as applicable, resulting from "each **Claim**" is in excess of the Deductible amount stated on the Declarations Page. In the event that there is a separate aggregate Limit of Liability for **Claims Expenses** and for **Damages** and the Deductible amount applies to **Claims Expenses** and **Damages**, the Deductible amount applies once per each **Claim**. In the event that the Deductible applies to **Damages** only, the **Insured** shall pay for **Damages** in the amount of the Deductible for each **Claim**.
- D. The total amount of **Damages** or **Claims Expenses** for which the **Insured** will be

responsible as respects all **Claims** first made during any one **Policy Period** shall not exceed the Deductible amount stated in Item 5. of the Declarations Page.

Once the **Named Insured** has paid the Deductible amount shown in Item 5. of the Declarations Page, the **Named Insured** does not have to pay any further amount as a Deductible regardless of how many **Claims** are reported under this policy.

The **Named Insured** shall remit the Deductible within ten (10) days of the Company's written demand.

- E. The purchase or application of any Extended Reporting Period shall not increase the Limit of Liability stated on the Declarations Page.

SECTION IV - TERRITORY

To be covered under this policy, a **Claim** must be made and maintained and a **Suit**, if any, must be brought and maintained within the United States of

America, its territories, possessions, Puerto Rico or Canada.

SECTION V - DUTY TO REPORT A POTENTIAL CLAIM OR A CLAIM

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

If, during the **Policy Period**, an **Insured** becomes aware of any act, error, omission or **Personal Injury** which took place during the **Policy Period**, that might reasonably be expected to give rise to a **Claim**, the **Insured** must notify the Company in writing as soon as practicable, but in no event later than thirty (30) days after the end of the **Policy Period**. Any **Claim** that subsequently arises out of such act, error, omission or **Personal Injury** shall be considered to be a **Claim** made and reported during the **Policy Period** in which such written notice was received by us. Such notice of potential claim shall include all demand letters and the fullest information obtainable surrounding

the act, error, omission or **Personal Injury**.

- B. **Duties in the Event of a Claim**

If, during the **Policy Period**, a **Claim** is made against any **Insured** to which this insurance applies, the **Insured** must:

1. immediately record the specifics of the **Claim** or **Suit** and the date received;
2. provide us with written notice of the **Claim** or **Suit** as soon as practicable, but in no event later than thirty (30) days after the end of the **Policy Period**; and
3. immediately send us copies of any demand letters, pleadings, notices, summonses, or other legal papers received in connection with the **Claim** or **Suit**.

SECTION VI - SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable Limit of Liability:

- A. Up to \$500 for loss of earnings to each individual **Insured** for each day or part of a day of such

Insured's attendance at the Company's request at a trial, hearing or arbitration proceeding involving a **Suit** against such **Insured** for covered **Damages**; provided further that the maximum aggregate amount payable for all **Insureds**

regardless of the number of trials, hearings or arbitration proceedings shall not exceed \$5,000.

- B. Up to \$10,000 for attorney fees, and other costs, expenses or fees resulting from the investigation or defense of a proceeding before a state licensing board, local disciplinary board, self-regulatory agency, ethics commission or governmental regulatory body incurred as the result of a notice of a proceeding, first received by the **Insured** and reported to the Company during the **Policy Period**, that arises out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by an **Insured**; provided further that

\$10,000 is the maximum aggregate amount payable for all **Insureds** regardless of the number of proceedings or **Insureds**.

- C. Up to \$5,000 for awards against an **Insured** under Rule 11 of the Federal Rules of Civil Procedure or any similar state law or rule; provided further that \$5,000 is the maximum aggregate amount payable for all **Insureds** regardless of the number of **Insureds** or awards.
- D. The Deductible amount shown in Item 5. of the Declarations Page shall not apply to the supplementary payments under Items A. through C. of this Section.

SECTION VII - EXCLUSIONS

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

- A. Based on or arising out of an illegal, dishonest, fraudulent, criminal, knowingly wrongful or malicious act, error or omission, or an intentional or knowing violation of the law, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (commonly known as RICO), committed by, at the direction of, or with the knowledge of any **Insured**; provided, however, for any **Claim** otherwise covered by this policy, the Company will provide a defense until such time as an illegal, dishonest, fraudulent, criminal, knowingly wrongful or malicious act, error or omission, or intentional or knowing violation of the law, is established by trial, court ruling, jury verdict, regulatory ruling or admission; provided further this exclusion shall not apply to any **Insured** who did not personally commit, or participate or acquiesce in, the act, error, omission or intentional violation of law that triggers this exclusion with respect to another **Insured**;
- B. Based on or arising out of the rendering of or failure to render **Professional Services** by any **Insured** in their capacity as an employee, owner, partner, stockholder, director or officer of any sole proprietorship, partnership or corporation or other business enterprise which is not defined as **Named Insured, Predecessor in Business** or **Successor in Business**;
- C. Based on or arising out of:
1. **Bodily Injury**, sickness, disease or death of any person; or

2. **Physical injury**, damage to or destruction of or loss of use of tangible property;

This exclusion does not apply to mental illness, emotional distress or humiliation which results solely from the rendering of or failure to render **Professional Services**;

- D. Based on or arising out of any obligations for which an **Insured** or any insurer may be liable under any workers' compensation, unemployment compensation, disability, retirement plan, pension or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974 (commonly known as ERISA), or any of its amendments, or any other similar state or local law, or any non-qualified plan, while any **Insured** is acting as a fiduciary within the meaning of such laws; Provided, however, this exclusion shall not apply if an **Insured** is deemed to be a fiduciary solely on the basis of rendering legal advice to a client with respect to a particular employee benefit plan;
- E. Based on or arising out of any **Insured** acting in the capacity of trustee or administrator of any kind of an employee benefit plan, profit sharing plan, or investment pool, fund or trust;
- F. Based on or arising out of the rendering of or the failure to render **Professional Services** for any entity, other than the **Named Insured**, which at the time of the act, error or omission or **Personal Injury** giving rise to the **Claim**, was owned, controlled, managed or operated by any **Insured**, provided, however, this exclusion shall not apply if at the time of the act, error, omission or

Personal Injury the percentage of ownership in the entity, other than the **Named Insured**, by any **Insured**, his or her spouse, or a cumulation of **Insureds**, did not exceed 10%;

- G. Seeking restitution, reduction, disgorgement, set off, return, or payment of any form of legal fees, related fees, or any other costs, expenses, or charges;
- H. Made by an **Insured** against any other **Insured**, unless such **Claim** arises solely out of the rendering of or the failure to render **Professional Services** for an **Insured** by another **Insured** in a lawyer client relationship; provided further that solely for purposes of this exclusion, the determination of whether a **Claim** is made by an **Insured** shall be made without regard to the capacity requirements set forth in SECTION II – ENTITIES AND PERSONS INSURED;

signature on any document that such **Insured** did not witness being placed on the document;

- J. Based on or arising out of an **Insured** acting or serving as an elected or appointed public official or employee of any governmental agency, body or subdivision; provided, however, this exclusion shall not apply to any **Claim** made by the governmental agency, body or subdivision, which is the **Insured's** client, and which arises solely and exclusively from the rendering of or the failure to render **Professional Services** by such **Insured** to the governmental agency, body or subdivision;
- K. For actual or alleged sexual misconduct or sexual harassment.

- I. Based on or arising out of an **Insured's** alleged notarized certification or acknowledgement of a

SECTION VIII - DEFINITIONS

When used in this policy (including endorsements forming a part of the policy):

- A. **Alternative Dispute Resolution** means the use of mediation or non-binding arbitration proceedings in which the **Insured** participates with the consent of the Company
- B. **Bodily Injury** means bodily harm, sickness, disease, emotional distress or death that results to any person.
- C. **Claim** means a demand for money, the filing of **Suit** or the institution of arbitration or mediation proceedings naming the **Insured** and alleging an act, error, omission or **Personal Injury** resulting from the rendering of or failure to render **Professional Services**

Claim does not include a proceeding seeking only injunctive or other non-pecuniary relief or that portion of a proceeding seeking monetary relief that also seeks injunctive or other non-pecuniary relief.

- D. **Claims Expenses** means:
 - 1. Fees charged by an attorney(s) designated by the Company and all other fees, costs, and expenses resulting from the investigation, adjustment, defense and

appeal of a **Claim**, if incurred by the Company, or by an **Insured** with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company or an **Insured**, or fees and expenses of independent adjusters;

- 2. All costs taxed against an **Insured** in a **Suit**, and all interest on the entire amount of any judgment which accrues after entry of the judgment and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgment which does not exceed the applicable Limit of Liability;
- 3. Prejudgment interest which, when payable under this policy, will not exceed the applicable Limit of Liability; or
- 4. Premiums on appeal bonds and premiums on bonds to release attachments in a **Suit**, but not premiums for bond amounts in excess of the applicable Limit of Liability; provided, however, notwithstanding the foregoing, the Company shall have no obligation to pay for or furnish any bond.

- E. **Damages** means compensatory judgments, settlements or awards, but does not include

punitive or exemplary damages, fines or penalties, sanctions, the return of fees or other consideration paid to the **Insured**, or that portion of any award or judgment caused by the trebling or multiplication of actual **damages** under federal or state law. **Damages** does not include matters uninsurable in the jurisdiction governing this policy. **Damages** does not include **Claims Expenses**.

However, if a **Suit** is brought against an **Insured** with respect to a **Claim** for an alleged act, error, omission or **Personal Injury** falling within the scope of coverage afforded by this policy, and such **Suit** seeks both compensatory and punitive or exemplary damages, then the Company will afford a defense to such **Suit** without liability for payment of such punitive or exemplary damages.

F. **Insured** means any person or organization qualifying as an **Insured** under SECTION II – ENTITIES AND PERSONS INSURED. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought except with respect to the Limit of Liability.

G. **Named Insured** means the person or organization named in Item 1. of the Declarations Page.

H. **Personal Injury** means:

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

I. **Policy Period** means the period from the inception date of this policy to the policy expiration date as set forth on the Declarations Page, or its earlier termination date, if any.

J. **Predecessor in Business** means any law firm which has undergone dissolution and:

1. some or all of such firms, principals, owners, officers or partners have joined the **Named Insured**, provided such persons were responsible for producing in excess of 50% of the prior firm's annual gross revenues and such billings have been assigned or transferred to the **Named Insured**; or
2. at least 50% of the principals, owners, partners or officers of the prior firm have

joined the **Named Insured**; or

3. The **Named Insured** has assumed 50% or greater of the prior firm's assets and liabilities.

K. **Professional Services** means:

1. services performed or advice given by an **Insured** in the **Insured's** practice as a lawyer, arbitrator, mediator, or title agent and shall include legal services provided on a pro bono basis;
2. services by an **Insured** as a notary public;
3. services by an **Insured** as a trustee, administrator, conservator, executor, guardian, receiver or in a similar fiduciary capacity except when any **Insured** is a beneficiary or distributee of any trust or estate serviced and the fee accruing from such work inures to the benefit of any **Insured**;
4. advice given or services performed by an **Insured** in connection with any professional institute or any standards board or any other professional body whether or not it is performed on behalf of the **Named Insured**;
5. the publication or presentation by an **Insured** of research papers or similar materials, but only if direct pecuniary compensation per publication or presentation is less than \$3,000;
6. services performed by an **Insured** in the course of an attorney-client relationship on behalf of one or more clients even if such services could be performed wholly or in part by non-attorneys.

L. **Retroactive Date** means the date as shown in the Declarations Page, or any endorsement attached hereto, on or after which any act, error or omission or **Personal Injury** must have occurred in order for any **Claim** arising therefrom to be covered under this policy.

M. **Successor in Business** means, after dissolution of the **Named Insured**, any firm in which:

1. some or all of the principals, owners, officers or partners of the **Named Insured** have joined an existing, or formed a new firm, provided such persons were responsible for producing more than 50% of the **Named Insured's** annual gross revenues at the time of dissolution and such revenues have been assigned or transferred to the successor firm; or
2. at least 50% of the principals, owners, partners or officers of the **Named Insured** have joined an existing, or formed a new

firm; or

- at least 50% of the assets and liabilities of the **Named Insured** have been assumed.

However, **Successor in Business** shall not include any entity that is also an **Insured** under any similar insurance policy issued by the Company, regardless of such policy's exhaustion of its limits of liability. An entity shall cease to be covered as a **Successor in Business** at the earlier of policy termination or ninety (90) days from the date of dissolution of the **Named Insured** unless written notice of dissolution is given to the Company, together with such information as the Company may request; the Company agrees, in its sole discretion, to continue coverage for the **Successor in**

Business; and the **Successor in Business** pays any additional premium required by the Company by the applicable deadline.

- Suit** means a civil adjudicatory proceeding in a court of law in the United States of America, its territories, possessions, Puerto Rico or Canada.

SECTION IX – AUTOMATIC AND OPTIONAL EXTENDED REPORTING PERIODS

A. Automatic Extended Reporting Period

An automatic thirty (30) day extended reporting period, effective at the termination of the **Policy Period**, will be provided by the Company at no additional cost. This Automatic Extended Reporting Period shall extend the time in which an **Insured** can give written notice to the Company of **Claims** first made against the **Insured** during the policy period for any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services**, occurring prior to the termination of the **Policy Period**, subject to its terms, limitations, exclusions and conditions.

B. Optional Extended Reporting Period Option

In the case of cancellation or nonrenewal of this policy by the **Named Insured** or the Company for any reason other than flat cancellation by the Company for nonpayment of premium or deductible or material misrepresentation by any **Insured** in the application for this policy, the **Named Insured** shall have the right to an extension of coverage for the time periods and subject to the premiums set forth below:

- 100% of the full annual premium for this policy, for a period of twelve (12) months;
- 150% of the full annual premium for this policy, for a period of twenty-four (24) months;
- 185% of the full annual premium for this policy, for a period of thirty-six (36) months;
- 210% of the full annual premium for this policy, for a period of forty-eight (48) months;
- 225% of the full annual premium for this policy, for a period of sixty (60) months; or

- 285% of the full annual premium for this policy for an unlimited period.

This Optional Extended Reporting Period shall extend coverage to **Claims** first made against an **Insured** and reported to the Company during the Optional Extended Reporting Period for any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** occurring prior to the termination of the **Policy Period**, subject to all of the other terms, limitations, exclusions and conditions of the policy. This right to purchase the Optional Extended Reporting Period shall terminate, however, unless written notice of the **Named Insured's** election together with the additional premium is received by the Company or its authorized agent from the **Named Insured** within thirty (30) days after the effective date of cancellation or nonrenewal.

The **Named Insured's** failure to remit any requisite Deductible upon receipt of demand by the Company shall disqualify the **Named Insured** from exercise the option to purchase an Optional Extended Reporting Period.

C. Death, Disability or Retirement of Insured

If the **Named Insured** is a sole proprietor and the **Named Insured** dies or becomes permanently and totally disabled during the **Policy Period**, an unlimited period Optional Extended Reporting Period will be granted at no additional premium, provided that:

1. within sixty (60) days of the death or permanent and total disability the **Named Insured's** estate requests the unlimited period Optional Extended Reporting Period; and
2. the **Named Insured's** estate furnishes written evidence and proof of the date of the **Named Insured's** death; or
3. the **Named Insured** provides evidence and proof of the permanent and total disability, including the date of the actual disability and written certification by the **Named Insured's** attending physician; and
4. the **Named Insured** agrees to submit to any medical examination(s) as requested by the Company, by any physician designated by the Company, for the purpose of verifying such permanent and total disability.

If after reaching age 65, and having been continuously insured by the Company on a claims-made basis for a minimum of three (3) years the **Named Insured** retires during the **Policy Period**, an unlimited period Optional Extended Reporting Period will be granted at no additional premium provided that the **Named Insured** within sixty (60) days of the retirement requests the unlimited period Optional Extended Reporting Period. The Company's liability for such unlimited period Optional Extended Reporting Period will be the lesser of the "each **Claim**" Limit of Liability stated on the

Declarations Page or \$1 million "each **Claim**" / \$1 million "aggregate".

D. Termination of Any Optional Extended Reporting Period Option

The Optional Extended Reporting Period may not be canceled. At the commencement of any Optional Extended Reporting Period, the entire premium shall be deemed fully earned and the Company shall not be liable to return to any **Insured** any portion of the premium for any Optional Extended Reporting Period.

E. Miscellaneous

The Optional Extended Reporting Period shall not in any way increase the Limit of Liability of this policy. The Limit of Liability available under any Optional Extended Reporting Period, shall be part of, and not in addition to, the Limit of Liability available under the last policy issued to the **Named Insured**. Any Optional Extended Reporting Period shall not extend the **Policy Period**. Furthermore, the Automatic Extended Reporting Period does not extend the time to purchase the Optional Extended Reporting Period. The Deductible amount shown in Item 5. of the Declarations Page shall apply to any Optional Extended Reporting Period.

SECTION X - GENERAL CONDITIONS

A. Premium

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

B. Assistance and Cooperation of Insured

All **Insureds** shall fully cooperate with the Company in the defense of any **Claim** made under this policy. Upon the Company's request, all **Insureds** shall assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution, subrogation or indemnity against any person, organization or other insurer which may be liable to the **Insured** or the Company for **Damages** or **Claim Expenses**. An **Insured** shall attend hearings and trials and assist in securing

and giving evidence and obtaining the attendance of witnesses. No **Insured** shall, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense. An **Insured** may provide for **Alternative Dispute Resolution** with a client under an engagement letter or any other written contract as long as such agreement is executed in writing prior to any **Claim** or such **Insured's** awareness of any act, error, omission or Personal Injury that might reasonably be expected to give rise to a **Claim**.

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

C. **Assignment**

This policy may not be assigned without first obtaining the written consent of the Company. No **Insured's** rights under this policy are assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall terminate for such person, but shall cover the **Insured's** legal representative with respect to liability previously incurred and covered by this insurance.

D. **Legal Action Against The Company**

No action shall lie against the Company unless there shall have been full compliance with all of the terms and conditions of this policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined, either by judgment against the **Insured** or by written settlement agreement between the **Insured** and the claimant, entered into with the written consent of the Company.

Any person or organization or the legal representative thereof who has secured a judgment or written settlement agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. A written settlement agreement means a settlement and release of liability signed by the **Insured** and the claimant with the written consent of the Company. No person or organization shall have any right under this policy to join the Company as a party to any **Suit** against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded in any **Suit** by the **Insured** or his legal representative.

The Company will not be liable for **Damages** that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability.

E. **Conformity to Statute**

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

F. **Other Insurance**

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

self-insurance.

When this insurance is excess, the Company shall have no duty under this policy to defend any **Claim** or **Suit** that any other insurer or qualified self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim** or **Suit**, the Company shall be entitled to the **Insured's** rights against all other insurers or qualified self-insurers for any **Claims Expenses** and **Damages** incurred by the Company.

If a loss occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro rata.

G. **Subrogation**

To the extent of any payment under this policy, the Company shall be subrogated to all the **Insured's** rights of recovery against any person, organization or entity, and all **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No **Insured** shall do anything after any loss to prejudice or terminate such rights and shall fully cooperate with the Company. The Company shall not exercise any such rights against any **Insured**. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an **Insured** arising from a **Claim** brought about or contributed to by any dishonest, criminal, fraudulent, malicious or illegal acts or omissions.

H. **Cancellation**

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

The policy may be canceled by the Company by mailing to the **Named Insured** at the address shown in the policy Declarations Page written notice stating when not less than sixty (60) days thereafter, or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

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

I. Nonrenewal

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

J. Changes

The terms of this policy shall not be waived or changed except by endorsement issued to form a part of this policy.

K. Bankruptcy or Insolvency of Insured

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

L. Declarations and Application

By acceptance of this policy, all **Insureds** agree

that the statements in the application are the **Insureds'** agreements and representations, that they shall be deemed material, that this policy is issued in reliance upon the truth of such representations that this policy embodies all agreements existing between the **Insureds** and the Company or any of its agents relating to this insurance.

M. Reimbursement

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

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

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

N. Liberalization

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

IN WITNESS WHEREOF the **General Star National Insurance Company** has caused this Policy to be signed by its President and Secretary at Stamford, Connecticut, but the same shall not be binding upon the Company unless countersigned on the Declarations Page by an authorized representative of the Company.

GENERAL STAR NATIONAL INSURANCE COMPANY



Secretary



President