



Lawyers Professional Liability Application

NOTICE: THIS IS AN APPLICATION FOR A CLAIMS-MADE AND REPORTED POLICY, WHICH SUBJECT TO ITS PROVISIONS APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY. THE INFORMATION CONTAINED AND STATEMENTS MADE WITHIN THIS APPLICATION ARE INCORPORATED INTO, AND WILL FORM THE BASIS OF, ANY POLICY OF INSURANCE ISSUED BY THE INSURER. THE APPLICANT AND ALL SIGNORS OF THIS APPLICATION WARRANT THAT THE INFORMATION CONVEYED IS TRUE AND CORRECT.

Please fully answer all questions and submit requested information. Bold-faced terms are defined in the Policy and have the same meaning in this **Application**. Any information provided, whether physically attached or available on the Applicant's web site, shall be deemed incorporated into this **Application**. Supplemental applications are available at www.lawyerguard.com.

A. General Information

1. **Named Insured:** _____
 Address: _____
 City: _____ County _____ State: _____ Zip Code: _____
 Mailing: _____
 Website: _____ Telephone No. _____
 Date of Formation: ____ / ____ / ____ **Please attach a copy of your firm's letterhead.**

2. a. Limits Requested: \$100,000/\$300,000 \$250,000/\$250,000 \$250,000/\$500,000
 \$500,000/\$500,000 \$500,000/\$1,000,000 \$1,000,000/\$1,000,000 \$2,000,000/\$2,000,000
 \$3,000,000/\$3,000,000 \$4,000,000/\$4,000,000 \$5,000,000/\$5,000,000 Other: _____
 *Minimum allowable limits for defense within limits is \$1,000,000/\$1,000,000 [Applicable in AR, OK, & SD]

Expenses in addition to Limits: Interested in quotation Currently have

b. Deductible Requested: \$1,000 \$2,000 \$2,500 \$3,000 \$4,000 \$5,000
 \$10,000 \$15,000 \$20,000 \$25,000 \$35,000 \$50,000 Other _____

Annual Aggregate Deductible: Interested in quotation Currently have

Deductible Applies to Damages Only: Interested in quotation Currently have

3. Effective Date desired: ____ / ____ / ____ Retroactive Date on current policy? Yes No. -> If yes: ____ / ____ / ____

4. Total number of attorneys this year: _____ *If more than 10, attach additional sheets as necessary.*

Attorney Name	Position (see key)	Admitted to Bar - State M / Y	Joined Named Insured M / D / Y	Annual Hours Worked (OC, IC or PT only)	Attended Ethics/ Loss Prevention CLE in past 12 months
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Partner/Owner/Member (P), Employed Attorney (E), Of Counsel (OC), Independent Contractor (IC), Part-Time Attorney (PT)

5. a. Number of attorneys who joined or left the Named Insured with the past two years: _____ Joined _____ Left
b. Number of non-attorney Staff currently employed by the Firm: _____
6. Gross Billings of the **Named Insured** by Year: Current Year (estimated) \$ _____ Last Year \$ _____
7. Does any one client account for 10% or more of the **Named Insured's** annual billings? Yes No
If yes, please provide details on the last page of this Application, including the name of each such client and the % of total firm billings.
8. Does the **Named Insured** practice from Additional Locations? Yes No
If yes, please provide details on the last page of this Application, including the address of such locations, the name of the Partner in charge, the % of the Named Insured's total gross revenues from such location, the # of attorneys and staff at each location, and how such offices are controlled.

B. Firm Practice Profile

9. Indicate the percentages of overall billings generated by the following areas of practice:

- | | |
|--|---|
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Foreign |
| <input type="checkbox"/> Admiralty - Defense | <input type="checkbox"/> Health Care |
| <input type="checkbox"/> Admiralty - Plaintiff | <input type="checkbox"/> Immigration/Naturalization |
| <input type="checkbox"/> Anti-trust/Trade Regulation | <input type="checkbox"/> Insurance Coverage |
| <input type="checkbox"/> Appellate | <input type="checkbox"/> Insurance Defense |
| <input type="checkbox"/> Arbitration/Mediation | <input type="checkbox"/> Investment Counseling/Money Management |
| <input type="checkbox"/> Aviation | <input type="checkbox"/> Labor Law - Management |
| <input type="checkbox"/> Banking/Financial Institutions* (<i>Fin. Institutions Supp</i>) | <input type="checkbox"/> Labor Law - Union |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Labor Litigation - Defense |
| <input type="checkbox"/> BI/PI Defendant General Liability | <input type="checkbox"/> Labor Litigation - Plaintiff |
| <input type="checkbox"/> BI/PI Defendant Medical Malpractice | <input type="checkbox"/> Litigation - General - Defense |
| <input type="checkbox"/> BI/PI Defendant Other | <input type="checkbox"/> Litigation - General - Plaintiff* (<i>Plaintiff Supplement</i>) |
| <input type="checkbox"/> BI/PI Defendant Products Liability | <input type="checkbox"/> Mergers & Acquisitions |
| <input type="checkbox"/> BI/PI Plaintiffs General Liability* (<i>Plaintiff Supplement</i>) | <input type="checkbox"/> Municipal/Governmental - Other |
| <input type="checkbox"/> BI/PI Plaintiffs Medical Malpractice* (<i>Plaintiff Supp</i>) | <input type="checkbox"/> Municipal/Governmental - Zoning |
| <input type="checkbox"/> BI/PI Plaintiffs Other* (<i>Plaintiff Supplement</i>) | <input type="checkbox"/> Oil/Gas/Minerals* (<i>Oil/Gas/Minerals Supplement</i>) |
| <input type="checkbox"/> BI/PI Plaintiffs Product Liability* (<i>Plaintiff Supplement</i>) | <input type="checkbox"/> Patent* (<i>Intellectual Property Supplement</i>) |
| <input type="checkbox"/> Civil Rights/Discrimination | <input type="checkbox"/> Probate/Wills/Estates* - Assets <1M |
| | <i>*(Probate/Wills/Estates Supplement)</i> |
| <input type="checkbox"/> Class Action/Mass Tort-Defense* (<i>Class Action Supplement</i>) | <input type="checkbox"/> Probate/Wills/Estates* - Assets 1M-5M |
| <input type="checkbox"/> Class Action/Mass Tort-Plaintiff* (<i>Class Action Supplement</i>) | <i>(Probate/Wills/Estates Supplement)</i> |
| <input type="checkbox"/> Collection/Repossession* (<i>Collections Supplement</i>) | <input type="checkbox"/> Probate/Wills/Estates - Assets >5M |
| <input type="checkbox"/> Commercial Law | <i>*(Probate/Wills/Estates Supplement)</i> |
| <input type="checkbox"/> Communication/FCC | <input type="checkbox"/> Public Utilities |
| <input type="checkbox"/> Construction/Building Contracts | <input type="checkbox"/> Real Estate - Commercial* (<i>Real Estate Supplement</i>) |
| <input type="checkbox"/> Consumer Claims | <input type="checkbox"/> Real Estate - Escrow Agent* (<i>Real Estate Supplement</i>) |
| <input type="checkbox"/> Copyright/Trademark* (<i>Intellectual Property Supplement</i>) | <input type="checkbox"/> Real Estate - Foreclosure* (<i>Real Estate Supplement</i>) |
| <input type="checkbox"/> Corporate-General | <input type="checkbox"/> Real Estate - Residential* (<i>Real Estate Supplement</i>) |
| <input type="checkbox"/> Corporate Formation | <input type="checkbox"/> Real Estate - Synd./Development* (<i>Real Estate Supp</i>) |
| <input type="checkbox"/> Criminal | <input type="checkbox"/> Real Estate - Title Work* (<i>Real Estate Supplement</i>) |
| <input type="checkbox"/> Domestic Relations | <input type="checkbox"/> School Law |
| <input type="checkbox"/> Eminent Domain | <input type="checkbox"/> Securities/Bonds/Loans* (<i>Securities Supplement</i>) |
| <input type="checkbox"/> Employee Benefits/ERISA | <input type="checkbox"/> Social Security Law |
| <input type="checkbox"/> Entertainment/Sports* (<i>Entertainment Supplement</i>) | <input type="checkbox"/> Taxation - Corporate - Opinions |
| <input type="checkbox"/> Environmental* (<i>Environmental Supplement</i>) | <input type="checkbox"/> Taxation - Corporate - Preparation |
| <input type="checkbox"/> Environmental Lit-Defense | <input type="checkbox"/> Taxation - Individual |
| <input type="checkbox"/> Environmental Lit-Plaintiff* (<i>Plaintiff Supplement</i>) | <input type="checkbox"/> Water Rights Law |
| | <input type="checkbox"/> Workers Comp - Defense |
| | <input type="checkbox"/> Workers Comp - Plaintiff |
| | <input type="checkbox"/> Other (<i>Please describe on last page of Application</i>) |

What percentage of overall billings are generated from Defense-related areas of practice: _____ %

C. Firm Insurance History

10. For the past five years, state:

Carrier Name	# of Attys	Limits	Deductible	Effective Dates	Premium

11. Has the **Named Insured** or any **Predecessor Firm** ever had a gap in coverage? Yes No
If yes, please provide a detailed narrative on the last page of this Application.
12. a. Is coverage desired for any **Predecessor Firm**? Yes No
If yes, please complete the Predecessor Firm chart on the last page of this Application.
 b. List the earliest date from which the **Named Insured** (including **Predecessor Firms**) has had uninterrupted "claims made" coverage: ___ / ___ / ___
13. a. Any exclusions on the current policy that were specifically tailored for the **Named Insured**? Yes No
 b. Has the **Named Insured** or **Predecessor Firm** purchased any extended reporting (tail) coverage? Yes No
If yes to either a. or b. above, provide details: _____
 c. Has any attorney in the **Named Insured** obtained any extended reporting (tail) coverage during the last seven years? Yes No
If yes, explain the details for each such attorney, identifying the carrier and the effective dates of such coverage on the last page of this Application.

D. Internal Procedures

14. **Conflicts of Interest**
 a. Do you have procedures in place for identifying conflicts of interest? Yes No
 b. Are conflict checks performed before accepting any new cases/matters? Yes No
 c. If a potential or actual conflict exists, is written disclosure made to all parties involved? Yes No
 d. How do you maintain your conflicts of interest avoidance system? *(Please check all that are applicable).*
 Computer Index File Conflict Committee Oral/Memory Other _____
 e. How often is the conflict of interest system updated? Daily Weekly Other _____
15. **Docket Control**
 a. Which of the following are used in your docket control system? *(Please check all that are applicable).*
 Single Calendar Dual Calendar Master Listings Tickler Computer
 b. How frequently are deadlines cross-checked? Daily Weekly Other _____
 c. Are at least two individuals involved in maintaining the docket control system? Yes No

16. Engagement Letters

Indicate percentage of use. If not used by the **Named Insured**, indicate 0%. All blanks should be answered.

- a. Engagement letters on new cases/matters to the **Named Insured** _____%
 If used:
 - Do they clearly define who is being represented? Yes No
 - Do they define the specific services to be performed? Yes No
 - Do they describe billing rate and procedures? Yes No
- b. Declination or "non-engagement" letters on new cases/matters that will not be undertaken _____%
- c. Scope of service/engagement letters on new cases/matters for existing clients _____%
- d. Termination or disengagement letters when representation on existing cases/matters ends _____%

17. If you are a sole proprietor, have you made arrangements with another attorney to handle your cases/matters when you are on an extended absence from your practice? Yes No N/A
If yes, please list name and address: _____

18. Does the **Named Insured** share office space, letterhead or support staff with another firm? Yes No
If yes, please provide details on the last page of this Application.

E. Firm Clients, Billing and Collection

19. In the past three years, how many times has the **Named Insured** sued, entered into arbitration, or sent outstanding client bills

to a collection agency in order to collect fees? _____

If more than 2 times,

- a. What is the average fee suit amount? _____
- b. Have steps been taken to avoid a possible counter suit? Yes No
- c. Have steps been taken to prevent fee suits in the future? Yes No
- d. Briefly explain these steps _____

20. What percentage of Firm receivables are currently over 90 days old? _____ 180 days old? _____

21. Please complete the following chart for your 5 (five) largest clients based either on your gross revenue or billable hours (check one).

Name	Industry	Area of Legal Services for Client	% of Firm's Revenue Derived from Client	No. of Years Represented

22. Please estimate the number of hours of Pro Bono legal work provided by the firm during the past 12 months. _____

F. Attorney Profiles

NOTE: Answer the following questions only after making a reasonable and thorough inquiry of all attorneys in the Firm:

23. In the past five years, has any current or former attorney of the **Named Insured**:
- a. been refused admission to practice, or the subject of a bar complaint or disciplinary action? Yes No
 - b. been declined, cancelled or non-renewed for professional liability insurance coverage? Yes No
- (NOT APPLICABLE IN MISSOURI)**
- c. provided professional services other than legal services? Yes No
 - d. suffered from an impairment that might hinder their ability to provide competent, courteous and timely **Professional Services**? Yes No

If yes to any of the above, provide an explanation for each such attorney at the end of this **Application**.

24. In the past five years, has any current or former attorney of the **Named Insured**:
- a. handled any class action or mass tort litigation on behalf of the **Named Insured** or other firm? Yes No
 - b. provided **Professional Services** in any way related to a security or securities transactions? Yes No
 - c. provided **Professional Services** to, or served as a fiduciary, committee member, director, officer, partner or employee, of any Financial Institution? Yes No

If yes to any of the above, complete the *Class Action, Securities, and/or Financial Institutions Supplements*, as applicable.

25. Does any attorney in the **Named Insured** (including any such attorney's spouse):
- a. serve as an officer, director, partner, committee-member or employee of any outside entity? Yes No
 - b. hold any ownership or equity interest in any clients of the **Named Insured**? Yes No

If yes to any of the above, complete the *Outside Interests* chart on the last page of this **Application**.

G. Claims Experience

26. After inquiry, has the **Named Insured** or any attorneys to be insured under this policy:
- a. been the subject of a professional liability claim or suit, or entered a tolling agreement with a client with respect to a threatened professional liability claim, in the last five (5) years (or earlier if the claim is still open)? Yes No
 - b. have knowledge or information of any fact, circumstance or actual or alleged act, error or omission which may reasonably be expected to give rise to a professional liability claim(s) under the proposed policy? Yes No

If yes to any of the above, complete the *Claim Supplement*.

It is understood and agreed that, without limiting any rights of the underwriter, if such knowledge or information exists, any claim arising therefrom is excluded from this proposed insurance.

H. Warranty

The undersigned authorized owner, partner, director, or officer represents and warrants on behalf of the **Named Insured** and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this **Application**,

including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, this Policy shall be void. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, that he/she will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing this **Application** does not bind the applicant or the **Insurer** to complete the insurance, but it is agreed that this **Application** shall be the basis of the contract should a policy be issued, and it will be attached to and become part of the Policy.

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

Applicable in FL, IA and NH: In addition to the signature above, please complete the following:

Producer: _____

Producer Signature _____ Date _____

(Florida Only) License No: _____

Fraud Prevention – General Warning

NOTICE: Any person who knowingly, or knowingly assist another, files an application for insurance or claim containing any false, incomplete or misleading information for the purpose of defrauding or attempting to defraud an Insurance Company may be guilty of a crime and may be subject to criminal and civil penalties and loss of insurance benefits.

Attention: Insureds in AR, CO, DC, KY, LA, NJ, NM, NY, and OH

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to a civil penalty.

(In New York, the civil penalty is not to exceed five thousand dollars and the stated value of the claim for each such violation.)

(In Colorado, 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.)

Attention: Insureds in FL

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Attention: Insureds in KS

Any person who knowingly and with the intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to 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, or a claim for payment or other benefit pursuant to an insurance policy 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 is guilty of a crime and may be subject to fines and confinement in prison.

Attention: Insureds in ME, TN, VA, and WA

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.

Attention: Insureds in OR

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and

- C. The information was either:
1. Material to the risk assumed by us; or
 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional. Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

Attention: Insureds in PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Attention: Insureds in RI

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.

Application Addendum

Applicable in AK, FL, KS, KY, ME, NC, OK, OR, SD, WV: As may be used within this application, the word “warrant”/“Warranty” is replaced with the word “represents”/“representation”.

Applicable in Georgia: As may be used within this application, the word “warrant” is replaced with the word “certify”. The following statement is added and supersedes any conflicting statement in the application:

H. Warranty

The undersigned authorized owner, partner, director, or officer represents and warrants on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, coverage may be denied and this Policy may be canceled. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, that he/she will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Applicable in Kansas and South Dakota: The following statement

H. Warranty

The undersigned authorized owner, partner, director, or officer represents on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, this Policy shall be canceled. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, that he/she will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Applicable in Louisiana and Washington: The following statement is added and supersedes any conflicting statement in the application:

H. Warranty

The undersigned authorized owner, partner, director, or officer represents and warrants on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission made by the Insured with the intent to deceive in the Application, including materials submitted to or obtained by the underwriter, this Policy shall be void. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, that he/she will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Applicable in Maine: The following statement is added and supersedes any conflicting statement in the application:

H. Warranty

The undersigned authorized owner, partner, director, or officer represents and warrants on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after diligent inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, this Policy may be canceled. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, that he/she will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations.

Predecessor Firms (please attach additional sheets as necessary)

Name of Predecessor Firm	Date Established	Date Dissolved	Total Number of Principals, Owners, Officers and Partners at Dissolution	Number of Principals, Owners, Officers and Partners Who Joined Successor	More than 50% of Assets Assumed by Successor (Y/N)?

Outside Interests (please attach additional sheets as necessary)

Attorney	Name of Entity	% Ownership	Type of Business	Position Held by Attorney	Firm Client (Y/N)?	If Yes, % of Firm's Gross Billings	Separate D&O Insurance (Y/N)?

Supplemental Information

Instructions: Use this form to provide additional information or request descriptions or explanations necessary to provide a true and complete response to all questions, statements or requests for information contained in the **Application**. Please identify the number of each question or statement on the **Application** to which your responses relate. If necessary, make additional copies of this form. Attach additional sheets if necessary. Please sign all forms in the **Application**.

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____