

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

## Filing at a Glance

Company: Continental Casualty Company  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
TOI: 17.0 Other Liability - Claims Made/Occurrence  
Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Filing Type: Form

SERFF Tr Num: CNAC-125652844 State: Arkansas  
SERFF Status: Closed State Tr Num: #234676 \$50  
Co Tr Num: 08-F2225 State Status: Fees verified and received  
Co Status: Reviewer(s): Betty Montesi, Edith Roberts  
Author: John Lockhart Disposition Date: 07/16/2008  
Date Submitted: 06/04/2008 Disposition Status: Approved  
Effective Date Requested (New): 07/15/2008 Effective Date (New):  
Effective Date Requested (Renewal): 07/15/2008 Effective Date (Renewal):  
State Filing Description:

## General Information

Project Name: Lawyers Revision Status of Filing in Domicile: Pending  
Project Number: LJ20082225 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 07/16/2008 Deemer Date:  
State Status Changed: 07/16/2008  
Corresponding Filing Tracking Number:  
Filing Description:  
Continental Casualty Company hereby submits for review and approval, the attached forms to be used with the approved Lawyers Professional Liability Policy Program currently on file with the Arkansas Department of Insurance.

G-118011-A 4/08 Lawyers Professional Liability Policy (Revised)

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

This policy provides professional liability coverage for lawyers on a claims-made and reported basis, subject to the terms and conditions stated therein.

G-118013-A 4/08 Amendment to Exclusion H. Endorsement (New)

This endorsement amends the "Owned Entity" exclusion to specify the ownership percent parameters for determining the scope of this exclusion.

G-118014-A 4/08 Separate Claim Expenses Limits Endorsement (Revised)

This endorsement amends the policy to provide a separate limit applicable to the payment of claims expenses.

G-118016-A 4/08 Each Claim Deductible Endorsement (Revised)

This endorsement amends the policy to provide for the deductible to apply on an "each claim" basis.

G-118018-A 4/08 First Dollar Defense Endorsement - In the Aggregate (Revised)

This endorsement amends the policy to provide first dollar coverage for claims expenses on an aggregate basis.

G-118019-A 4/08 First Dollar Defense Endorsement – Each Claim (Revised)

This endorsement amends the policy to provide first dollar coverage for claims expenses on an each claim basis.

G-118021-A 4/08 Lateral Hire Coverage Endorsement (Revised)

This endorsement amends the Insuring Agreement to provide coverage for legal services performed by the Insured for the Named Insured or others, regardless of whether or not another insurance policy provides insurance to cover such acts or omissions.

G-118022-A 4/08 Lateral Hire Exclusion Endorsement (Revised)

This endorsement amends the Insuring Agreement to limit coverage to legal services performed on behalf of the Named Insured.

G-118023-A 4/08 Mutual Consent Endorsement (Revised)

This endorsement amends the "Defense" provision to provide for the mutual consent of the Company and the Insured in the choice of arbitrators or mediators in the event the claim is subject to arbitration or mediation.

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

G-118024-A 4/08 Named Individual Retroactive Date Endorsement (Revised)

This endorsement amends the Insuring Agreement to limit coverage to acts or omissions committed by the persons specified occurring after the specified date.

G-118026-A 4/08 Specified Public Officials Legal Services Coverage Endorsement (Revised)

This endorsement amends Exclusion G. to extend coverage for Insureds acting as public officials, employees or representatives of specified entities, for legal services rendered to such entities.

G-118027-A 4/08 Reduced Deductible Endorsement and Indemnity Agreement for Regulatory Requirements (Revised)

This endorsement amends the policy deductible to meet the requirements when the Insured performs services for a specific agency.

G-118029-A 4/08 Retroactive Exclusion Clause Endorsement (Revised)

This endorsement amends the Insuring Agreement to limit coverage to acts or omissions occurring after the specified date.

G-118031-A 4/08 Office Sharing Exclusion Endorsement (Revised)

This endorsement amends the policy to clarify that coverage is not provided for any person or entity that is not an insured under the policy even if the person or entity shares common office space with the Insured.

G-118032-A 4/08 Policy Premium Adjustment Risk Management Seminar Participation (Revised)

This endorsement provides return premium information amounts in recognition for the participation of specified individuals in a CNA sponsored Risk Management Seminar.

G-118033-A 4/08 Specific Client or Third Party Exclusion Endorsement (Revised)

This endorsement amends the definition of "Legal Services" to exclude services performed for a specified entity.

G-118034-A 4/08 Specific Client or Third Party Sublimits Endorsement (Revised)

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

This endorsement amends the definition of "Legal Services" to provide sublimits applicable to services performed for a specified entity.

#### G-118037-A 4/08 Title Insurance Agency's Professional Liability Endorsement (Revised)

In consideration of an additional premium, this endorsement amends the policy to include the specified title insurance agency as an insured.

This endorsement also adds a retroactive date specific to the Title Agency. Finally, it stipulates that should the Title Agency cease doing business, then there would be continuing coverage for claims arising out of acts or omissions that happened prior to the date of such cessation of business, but no coverage for acts or omissions subsequent to the date of such cessation.

#### G-118038-A 4/08 World Wide Coverage Endorsement (Revised)

This endorsement amends the "Territory" Condition to extend coverage to acts or omissions taking place anywhere in the world regardless of where the claim or suit is brought.

#### G-118042-A 4/08 Cancellation Endorsement (Revised)

This endorsement provides notice of cancellation of the Policy and the computations of Return Premium due the insured.

#### G-118043-A 4/08 Notice of Reinstatement (Revised)

This endorsement rescinds a prior notice of Policy cancellation and specifies the appropriate reinstatement premium.

#### G-118044-A 4/08 Declarations Amendment (Revised)

This endorsement provides the tool to amend the Declarations. It is not used to change any of the provisions of the policy contract.

#### G-118045-A 4/08 Punitive Damages Coverage Endorsement (Revised)

This endorsement amends the definition of "Damages" to delete "punitive or exemplary amount" but only where mandated by law.

#### G-118049-A 4/08 Amendatory Endorsement - Predecessor Firm (Revised)

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

This endorsement amends the definition of "predecessor firm" to incorporate those entities previously considered a predecessor firm under prior policies issued by the Company.

G-121011-A 4/08 Named Lateral Hire Exclusion Endorsement (Revised)

This endorsement amends the Insuring Agreement to limit coverage for specified persons named in the endorsement legal services performed on behalf of the Named Insured.

G-130936-A 4/08 Of Counsel Endorsement (Revised)

This endorsement provides full prior acts coverage for specified attorneys who during the policy period are providing of counsel services to the Named Insured.

G-130939-A 4/08 Amendment to Exclusion H Schedule Endorsement (Revised)

Amends the business enterprise exclusion by allowing for a specified equity interest before excluding coverage.

G-130940-A 4/08 Vicarious Liability for Acts or Omissions of Specified Others Exclusion Endorsement (Revised)

Amends the policy to exclude claims based on or arising out of the Insured's vicarious liability for acts or omissions of those persons or entities named in the endorsement.

G-130944-A 4/08 Amendatory Endorsement Exclusion of Attorneys and Employees of Predecessor Firm (Revised)

This endorsement excludes attorneys and employees of a predecessor firm from the definition of "Insured".

G-141222-A 4/08 Additional Insured Coverage for Legal Services Performed on Behalf of the Named Insured Endorsement (Revised)

This endorsement amends the policy to include the specified persons or entities as insureds but only for legal services performed on behalf of the Named Insured.

G-141227-A 4/08 Non-Practicing Extended Reporting Period Endorsement (Revised)

This endorsement amends the Non-practicing Extended Reporting Period provision of the policy so that it applies to a retiring insured that has been continuously insured by any lawyer's professional liability carrier for at least three consecutive years. Such ERP shall commence upon the latter of the expiration of the policy period, any renewal or

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

successive renewal of the policy or any automatic or optional extended reporting period.

**G-142827-A 4/08 Amendment to Exclusion H with Sublimits Endorsement (Revised)**

This endorsement amends the business enterprise exclusion by allowing variable ownership interest percentages for specified business enterprises and provides sublimits for related claims.

**GSL3070XX 4/08 Mass or Class Action Exclusion Endorsement (New)**

This endorsement excludes coverage for legal services performed in connection with a mass or class action.

**GSL3072XX 4/08 Mass or Class Action Sublimit Endorsement (New)**

This endorsement provides a sublimit for mass or class action claims.

**GSL3381XX 4/08 Additional Insured Endorsement (New)**

This endorsement amends the definition of "Insured" to include the individual or entity specified, subject to the respective retroactive date also specified.

**GSL3382XX 4/08 Gap in Coverage Exclusion (New)**

This endorsement amends the policy to exclude claims due to acts or omissions that occurred during a specified coverage gap time frame.

**GSL3383XX 4/08 Investment Advice Exclusion (New)**

This endorsement amends the definition of "Legal Services" to delete the phrase "and any investment advice given in connection with such services".

**GSL3384XX 4/08 Lateral Hire Specified Date Exclusion Endorsement (New)**

This endorsement amends the Insuring Agreement to limit coverage for persons who joined the firm after a specified date to legal services performed on behalf of the Named Insured.

**GSL3385XX 4/08 Predecessor Firm Prior Acts Exclusion (New)**

This endorsement amends the policy to provide a prior acts date to a specific entity named in the endorsement.

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

**GSL3398XX 4/08 Specified Attorney or Entity Exclusion Endorsement (New)**

This endorsement amends the definition of Insured to exclude coverage for the individual or entity specified.

**GSL3787XX 4/08 Title Insurance Agency's Cessation of Business Endorsement (New)**

This endorsement specifies the discontinuance of operations of a previously covered Title Insurance Agency.

**G-118039-A03 5/08 Amendment of Termination Provisions – Arkansas (Revised)**

This endorsement amends the cancellation/nonrenewal provision to bring it into compliance with state law.

**Company and Contact**

**Filing Contact Information**

John Lockhart, Regulatory Filings Technician john.lockhart@cna.com  
 40 Wall Street (877) 269-3277 [Phone]  
 New York, NY 10005 (212) 440-2877[FAX]

**Filing Company Information**

|                              |                         |                             |
|------------------------------|-------------------------|-----------------------------|
| Continental Casualty Company | CoCode: 20443           | State of Domicile: Illinois |
| 40 Wall Street               | Group Code: 218         | Company Type:               |
| 9th Floor                    |                         |                             |
| New York, NY 10005           | Group Name:             | State ID Number:            |
| (212) 440-3478 ext. [Phone]  | FEIN Number: 36-2114545 |                             |
|                              | -----                   |                             |

**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

| COMPANY                      | AMOUNT | DATE PROCESSED | TRANSACTION # |
|------------------------------|--------|----------------|---------------|
| Continental Casualty Company | \$0.00 | 06/04/2008     |               |

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 0000234676   | \$50.00      | 06/04/2008 |

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 07/16/2008 | 07/16/2008     |

### Objection Letters and Response Letters

| Objection Letters |               |            |                | Response Letters |            |                |
|-------------------|---------------|------------|----------------|------------------|------------|----------------|
| Status            | Created By    | Created On | Date Submitted | Responded By     | Created On | Date Submitted |
| Pending           | Edith Roberts | 07/02/2008 | 07/02/2008     | John Lockhart    | 07/02/2008 | 07/02/2008     |

Industry  
Response

### Filing Notes

| Subject   | Note Type        | Created By    | Created On | Date Submitted |
|---|------------------|---------------|------------|----------------|
| Request for effective date change to 10/01/2008 | Note To Reviewer | John Lockhart | 06/09/2008 | 06/09/2008     |

*SERFF Tracking Number:* CNAC-125652844 *State:* Arkansas  
*Filing Company:* Continental Casualty Company *State Tracking Number:* #234676 \$50  
*Company Tracking Number:* 08-F2225  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0019 Professional Errors & Omissions  
Liability  
*Product Name:* Lawyers Professional Liability Policy 2008 rewrite  
*Project Name/Number:* Lawyers Revision/LJ20082225

## **Disposition**

Disposition Date: 07/16/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

| Item Type                  | Item Name   | Item Status | Public Access |
|----------------------------|---|-------------|---------------|
| <b>Supporting Document</b> | Uniform Transmittal Document-Property & Casualty                | Approved    | Yes           |
| <b>Form</b>                | Lawyers Professional Liability Policy                           | Approved    | Yes           |
| <b>Form</b>                | Amendment to Exclusion H.                                       | Approved    | Yes           |
| <b>Form</b>                | Separate Claim Expenses Limits                                  | Approved    | Yes           |
| <b>Form</b>                | Each Claim Deductible   | Approved    | Yes           |
| <b>Form</b>                | First Dollar Defense in the Aggregate                           | Approved    | Yes           |
| <b>Form</b>                | First Dollar Defense – Each Claim                               | Approved    | Yes           |
| <b>Form</b>                | Lateral Hire Coverage   | Approved    | Yes           |
| <b>Form</b>                | Lateral Hire Exclusion  | Approved    | Yes           |
| <b>Form</b>                | Mutual Consent  | Approved    | Yes           |
| <b>Form</b>                | Named Individual Retroactive Date                               | Approved    | Yes           |
| <b>Form</b>                | Public Official Coverage  | Approved    | Yes           |
| <b>Form</b>                | Reduced Deductible and Indemnity Agreement                      | Approved    | Yes           |
| <b>Form</b>                | Retroactive Exclusion Clause                                    | Approved    | Yes           |
| <b>Form</b>                | Office Sharing Exclusion  | Approved    | Yes           |
| <b>Form</b>                | Policy Premium Adjustment Risk Management Seminar Participation | Approved    | Yes           |
| <b>Form</b>                | Specific Client or Third Party Exclusion                        | Approved    | Yes           |
| <b>Form</b>                | Specific Client or Third Party Sublimits                        | Approved    | Yes           |
| <b>Form</b>                | Title Insurance Agency’s Professional Liability                 | Approved    | Yes           |
| <b>Form</b>                | World Wide Coverage   | Approved    | Yes           |
| <b>Form</b>                | Cancellation  | Approved    | Yes           |
| <b>Form</b>                | Notice of Reinstatement   | Approved    | Yes           |
| <b>Form</b>                | Declarations Amendment  | Approved    | Yes           |
| <b>Form</b>                | Punitive Damages Coverage                                       | Approved    | Yes           |
| <b>Form</b>                | Amendatory Endorsement Predecessor Firm                         | Approved    | Yes           |
| <b>Form</b>                | Lateral Hire Specified Person or Entity Exclusion               | Approved    | Yes           |

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

|             |   |          |     |
|-------------|---|----------|-----|
| <b>Form</b> | Of Counsel  | Approved | Yes |
| <b>Form</b> | Amendment to Exclusion H Schedule                                       | Approved | Yes |
| <b>Form</b> | Vicarious Liability for Acts or Omissions of Specified Others Exclusion | Approved | Yes |
| <b>Form</b> | Amendatory Exclusion of Attorneys and Employees                         | Approved | Yes |
| <b>Form</b> | Additional Insured Coverage for Legal Services Performed                | Approved | Yes |
| <b>Form</b> | Non-Practicing Extended Reporting Period                                | Approved | Yes |
| <b>Form</b> | Amendment to Exclusion H with Sublimits                                 | Approved | Yes |
| <b>Form</b> | Class Action Exclusion  | Approved | Yes |
| <b>Form</b> | Class Action Sublimit   | Approved | Yes |
| <b>Form</b> | Additional Insured  | Approved | Yes |
| <b>Form</b> | Gap in Coverage Exclusion   | Approved | Yes |
| <b>Form</b> | Investment Advice Exclusion   | Approved | Yes |
| <b>Form</b> | Lateral Hire Specified Date Exclusion                                   | Approved | Yes |
| <b>Form</b> | Predecessor Firm Prior Acts Exclusion                                   | Approved | Yes |
| <b>Form</b> | Specified Attorney or Entity Exclusion                                  | Approved | Yes |
| <b>Form</b> | Title Insurance Agency Cessation of Business                            | Approved | Yes |
| <b>Form</b> | Amendment of Termination Provisions Arkansas                            | Approved | Yes |

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/02/2008  
Submitted Date 07/02/2008

Respond By Date

Dear John Lockhart,

This will acknowledge receipt of the captioned filing.

I cannot find Form G118039-A03, which may be the endorsement necessary to amend this filing for AR. Did you omit or am I overlooking?

Please advise.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 07/02/2008  
Submitted Date 07/02/2008

Dear Edith Roberts,

### Comments:

#### Response 1

Comments: We acknowledge your Objection Letter dated July 2, 2008.

In response we now attach G-118039-A03 (5-08) - Amendment of Termination Provisions Arkansas.

We apologize for the oversight and thank you for your continued review of this filing.

### Changed Items:

No Supporting Documents changed.

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

**Form Schedule Item Changes**

| Form Name                                    | Form Number  | Edition Date | Form Type                        | Action   | Action Specific Data | Readability Score | Attach Document  |
|--|--------------|--------------|----------------------------------|----------|----------------------|-------------------|--|
| Amendment of Termination Provisions Arkansas | G-118039-A03 | 05/2008      | Endorsement/Amendment/Conditions | Replaced | LAW-0501             |                   | G118039A03_052008_AMENDMENT OF TERMINATION PROVISIONS ARKANSAS.pdf |

No Rate/Rule Schedule items changed.

Sincerely,  
John Lockhart

*SERFF Tracking Number:* CNAC-125652844 *State:* Arkansas  
*Filing Company:* Continental Casualty Company *State Tracking Number:* #234676 \$50  
*Company Tracking Number:* 08-F2225  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0019 Professional Errors & Omissions  
Liability  
*Product Name:* Lawyers Professional Liability Policy 2008 rewrite  
*Project Name/Number:* Lawyers Revision/LJ20082225

**Note To Reviewer**

**Created By:**

John Lockhart on 06/09/2008 07:39 AM

**Subject:**

Request for effective date change to 10/01/2008

**Comments:**

Dear Ms. Roberts:

I have been instructed by my business unit to request that the effective date for this filing be changed to 10/01/2008, if your state regulations allow for this.

Thanks.

Regards

John Lockhart

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

## Form Schedule

| Review Status | Form Name                             | Form #                | Edition Date | Form Type Action                          | Action Specific Data  | Readability | Attachment  |
|---------------|---------------------------------------|-----------------------|--------------|---|---|-------------|---|
| Approved      | Lawyers Professional Liability Policy | G-118011-04/2008<br>A |              | Policy/Coverage Form Replaced             | Replaced Form #:0.00<br>G-118011-A<br>Previous Filing #: LAW-0501 |             | g118011a 4-08 lawyers prof policy.pdf             |
| Approved      | Amendment to Exclusion H.             | G-118013-04/2008<br>A |              | Endorsement/Amendment/Conditions New      |   | 0.00        | g118013a 4-08 amend excl h.pdf                    |
| Approved      | Separate Claim Expenses Limits        | G-118014-04/2008<br>A |              | Endorsement/Amendment/Conditions Replaced | Replaced Form #:0.00<br>G-118014-A<br>Previous Filing #: LAW-299  |             | g118014a 4-08 separate claim exp limits.pdf       |
| Approved      | Each Claim Deductible                 | G-118016-04/2008<br>A |              | Endorsement/Amendment/Conditions Replaced | Replaced Form #:0.00<br>G-118016-A<br>Previous Filing #: LAW-299  |             | g118016a 4-08 each claim deductible.pdf           |
| Approved      | First Dollar Defense in the Aggregate | G-118018-04/2008<br>A |              | Endorsement/Amendment/Conditions Replaced | Replaced Form #:0.00<br>G-118018-A<br>Previous Filing #: LAW-299  |             | g118018a 4-08 first dollar defense aggregate.pdf  |
| Approved      | First Dollar Defense – Each Claim     | G-118019-04/2008<br>A |              | Endorsement/Amendment/Conditions Replaced | Replaced Form #:0.00<br>G-118019-A<br>Previous Filing #: LAW-299  |             | g118019a 4-08 first dollar defense each claim.pdf |
| Approved      | Lateral Hire Coverage                 | G-118021-04/2008<br>A |              | Endorsement/Amendment/Conditions Replaced | Replaced Form #:0.00<br>G-118021-A<br>Previous Filing #: LAW-299  |             | g118021a 4-08 lateral hire coverage.pdf           |
| Approved      | Lateral Hire                          | G-118022-04/2008      |              | Endorsement/Amendment/Conditions Replaced | Replaced Form #:0.00  |             | g118022a 4-                                       |

|  |  |   |  |   |
|--|--|---|--|---|
| SERFF Tracking Number:   | CNAC-125652844                                     | State:  | Arkansas   |   |
| Filing Company:  | Continental Casualty Company                       | State Tracking Number:                              | #234676 \$50   |   |
| Company Tracking Number:   | 08-F2225   |   |  |   |
| TOI:   | 17.0 Other Liability - Claims Made/Occurrence      | Sub-TOI:  | 17.0019 Professional Errors & Omissions Liability                    |   |
| Product Name:  | Lawyers Professional Liability Policy 2008 rewrite |   |  |   |
| Project Name/Number:   | Lawyers Revision/LJ20082225                        |   |  |   |
| Exclusion  | A  | nt/Amendm<br>ent/Condi<br>ons                       | G-118022-A<br>Previous Filing #:<br>LAW-299                          | 08 lateral<br>hire<br>exclusion.pdf                             |
| Approved Mutual Consent  | G-118023-04/2008<br>A                              | Endorseme Replaced<br>nt/Amendm<br>ent/Condi<br>ons | Replaced Form #:0.00<br>G-118023-A<br>Previous Filing #:<br>LAW-299  | g118023a 4-<br>08 mutual<br>consent.pdf                         |
| Approved Named Individual<br>Retroactive Date  | G-118024-04/2008<br>A                              | Endorseme Replaced<br>nt/Amendm<br>ent/Condi<br>ons | Replaced Form #:0.00<br>G-118024-A<br>Previous Filing #:<br>LAW-299  | g118024a 4-<br>08 named<br>individual<br>retro<br>date.pdf      |
| Approved Public Official<br>Coverage   | G-118026-04/2008<br>A                              | Endorseme Replaced<br>nt/Amendm<br>ent/Condi<br>ons | Replaced Form #:0.00<br>G-118026-A<br>Previous Filing #:<br>LAW-299  | g118026a 4-<br>08 public<br>official<br>coverage.pdf            |
| Approved Reduced<br>Deductible and<br>Indemnity<br>Agreement                         | G-118027-04/2008<br>A                              | Endorseme Replaced<br>nt/Amendm<br>ent/Condi<br>ons | Replaced Form #:0.00<br>G-118027-A<br>Previous Filing #:<br>LAW-0501 | g118027a 4-<br>08 reduced<br>deductible<br>and<br>indemnity.pdf |
| Approved Retroactive<br>Exclusion Clause   | G-118029-04/2008<br>A                              | Endorseme Replaced<br>nt/Amendm<br>ent/Condi<br>ons | Replaced Form #:0.00<br>G-118029-A<br>Previous Filing #:<br>LAW-299  | g118029a 4-<br>08<br>retroactive<br>exlcusion<br>clause.pdf     |
| Approved Office Sharing<br>Exclusion   | G-118031-04/2008<br>A                              | Endorseme Replaced<br>nt/Amendm<br>ent/Condi<br>ons | Replaced Form #:0.00<br>G-118031-A<br>Previous Filing #:<br>LAW-0501 | g118031a 4-<br>08 office<br>sharing<br>exclusion.pdf            |
| Approved Policy Premium<br>Adjustment Risk<br>Management<br>Seminar<br>Participation | G-118032-04/2008<br>A                              | Endorseme Replaced<br>nt/Amendm<br>ent/Condi<br>ons | Replaced Form #:0.00<br>G-118032-A<br>Previous Filing #:<br>LAW-299  | g118032a 4-<br>08 policy<br>premium<br>adjustment<br>risk.pdf   |
| Approved Specific Client or  | G-118033-04/2008                                   | Endorseme Replaced                                  | Replaced Form #:0.00   | g118033a 4-   |

|                                 |  |                               |   |   |   |
|---------------------------------|--|-------------------------------|---|---|---|
| <i>SERFF Tracking Number:</i>   | CNAC-125652844                                     | <i>State:</i>                 | Arkansas  |   |   |
| <i>Filing Company:</i>          | Continental Casualty Company                       | <i>State Tracking Number:</i> | #234676 \$50                                      |   |   |
| <i>Company Tracking Number:</i> | 08-F2225   |                               |   |   |   |
| <i>TOI:</i>                     | 17.0 Other Liability - Claims Made/Occurrence      | <i>Sub-TOI:</i>               | 17.0019 Professional Errors & Omissions Liability |   |   |
| <i>Product Name:</i>            | Lawyers Professional Liability Policy 2008 rewrite |                               |   |   |   |
| <i>Project Name/Number:</i>     | Lawyers Revision/LJ20082225                        |                               |   |   |   |
|                                 | Third Party Exclusion                              | A                             | nt/Amendment/Conditions                           | G-118033-A<br>Previous Filing #: LAW-299                          | 08 specific client or third party exclusion.pdf                 |
| Approved                        | Specific Client or Third Party Sublimits           | G-118034-04/2008<br>A         | Endorsement/Amendment/Conditions                  | Replaced Form #:0.00<br>G-118034-A<br>Previous Filing #: LAW-299  | g118034a 4-08 specific client or third party sublimits.pdf      |
| Approved                        | Title Insurance Agency's Professional Liability    | G-118037-04/2008<br>A         | Endorsement/Amendment/Conditions                  | Replaced Form #:0.00<br>G-118037-A<br>Previous Filing #: LAW-0501 | g118037a 4-08 title insurance agency professional liability.pdf |
| Approved                        | World Wide Coverage                                | G-118038-04/2008<br>A         | Endorsement/Amendment/Conditions                  | Replaced Form #:0.00<br>G-118038-A<br>Previous Filing #: LAW-299  | g118038a 4-08 world wide coverage.pdf                           |
| Approved                        | Cancellation                                       | G-118042-04/2008<br>A         | Endorsement/Amendment/Conditions                  | Replaced Form #:0.00<br>G-118042-A<br>Previous Filing #: LAW-299  | g118042a 4-08 cancellation.pdf                                  |
| Approved                        | Notice of Reinstatement                            | G-118043-04/2008<br>A         | Endorsement/Amendment/Conditions                  | Replaced Form #:0.00<br>G-118043-A<br>Previous Filing #: LAW-299  | g118043a 4-08 notice of reinstatement.pdf                       |
| Approved                        | Declarations Amendment                             | G-118044-04/2008<br>A         | Endorsement/Amendment/Conditions                  | Replaced Form #:0.00<br>G-118044-A<br>Previous Filing #: LAW-299  | g118044a 4-08 declarations amendment.pdf                        |
| Approved                        | Punitive Damages Coverage                          | G-118045-04/2008<br>A         | Endorsement/Amendment/Conditions                  | Replaced Form #:0.00<br>G-118045-A<br>Previous Filing #: LAW-299  | g118045a 4-08 punitive damages coverage.pdf                     |
| Approved                        | Amendatory Endorsement Predecessor Firm            | G-118049-04/2008<br>A         | Endorsement/Amendment/Conditions                  | Replaced Form #:0.00<br>G-118049-A<br>Previous Filing #:          | g118049a 4-08 amendatory  |

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

|          |   |                    | ons                              | LAW-299   | predecessor<br>firm.pdf   |
|----------|---|--------------------|----------------------------------|---|---|
| Approved | Lateral Hire Specified Person or Entity Exclusion                       | G-121011-04/2008 A | Endorsement/Amendment/Conditions | Replaced Form #:0.00 G-121011-A Previous Filing #: LAW-299  | g121011a 4-08 named lateral hire exclusion.pdf                              |
| Approved | Of Counsel  | G-130936-04/2008 A | Endorsement/Amendment/Conditions | Replaced Form #:0.00 G-130936-A Previous Filing #: LAW-0501 | g130936a 4-08 of counsel.pdf  |
| Approved | Amendment to Exclusion H Schedule                                       | G-130939-04/2008 A | Endorsement/Amendment/Conditions | Replaced Form #:0.00 G-130939-A Previous Filing #: LAW-0501 | g130939a 4-08 amendment to exclusion schedule.pdf                           |
| Approved | Vicarious Liability for Acts or Omissions of Specified Others Exclusion | G-130940-04/2008 A | Endorsement/Amendment/Conditions | Replaced Form #:0.00 G-130940-A Previous Filing #: LAW-299  | g130940a 4-08 vicarious liab for acts omissions exclusion.pdf               |
| Approved | Amendatory Exclusion of Attorneys and Employees                         | G-130944-04/2008 A | Endorsement/Amendment/Conditions | Replaced Form #:0.00 G-130944-A Previous Filing #: LAW-299  | g130944a 4-08 amendatory exclude attorneys employees predecessor firm.pdf   |
| Approved | Additional Insured Coverage for Legal Services Performed                | G-141222-04/2008 A | Endorsement/Amendment/Conditions | Replaced Form #:0.00 G-141222-A Previous Filing #: LAW-0501 | g141222a 4-08 add insured coverage for legal services for named insured.pdf |
| Approved | Non-Practicing Extended   | G-141227-04/2008 A | Endorsement/Amendment            | Replaced Form #:0.00 G-141227-A                             | g141227a 4-08 non   |

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

| Reporting Period  | ent/Condi<br>ons                                    | Previous Filing #:   | practicing<br>erp.pdf  |
|---|---|--|--|
| Approved Amendment to G-142827-04/2008<br>Exclusion H with A<br>Sublimits | Endorseme Replaced<br>nt/Amendm<br>ent/Condi<br>ons | Replaced Form #:0.00<br>G-142827-A<br>Previous Filing #:<br>LAW-0501 | g142827a 4-<br>08<br>amendment<br>to exclusion<br>h<br>sublimits.pdf |
| Approved Class Action GSL3070 04/2008<br>Exclusion XX                     | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons      | 0.00   | gsl3070xx 4-<br>08 class<br>action<br>exclusion.pdf                  |
| Approved Class Action GSL3072 04/2008<br>Sublimit XX                      | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons      | 0.00   | gsl3072xx 4-<br>08 mass or<br>class action<br>exclusion.pdf          |
| Approved Additional GSL3381 04/2008<br>Insured XX                         | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons      | 0.00   | gsl3381xx 4-<br>08 additional<br>insured.pdf                         |
| Approved Gap in Coverage GSL3382 04/2008<br>Exclusion XX                  | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons      | 0.00   | gsl3382xx 4-<br>08 gap in<br>coverage<br>exclusion.pdf               |
| Approved Investment GSL3383 04/2008<br>Advice Exclusion XX                | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons      | 0.00   | gsl3383xx 4-<br>08<br>investment<br>advice<br>exclusion.pdf          |
| Approved Lateral Hire GSL3384 04/2008<br>Specified Date XX<br>Exclusion   | Endorseme New<br>nt/Amendm<br>ent/Condi<br>ons      | 0.00   | gsl3384xx 4-<br>08 lateral<br>hire spec<br>date<br>exclusion.pdf     |
| Approved Predecessor Firm GSL3385 04/2008<br>Prior Acts XX<br>Exclusion   | Endorseme New<br>nt/Amendm<br>ent/Condi             | 0.00   | gsl3385xx 4-<br>08<br>predecessor                                    |

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
 Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
 Company Tracking Number: 08-F2225  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Lawyers Professional Liability Policy 2008 rewrite  
 Project Name/Number: Lawyers Revision/LJ20082225

| Approved | Specified                                    | GSL3398      | 04/2008 | Endorseme New                              | 0.00   | firm prior   |
|----------|--|--------------|---------|--|--|--|
|          | Attorney or Entity XX Exclusion              |              |         | nt/Amendm ent/Condi ons                    |  | acts exclusion.pdf   |
| Approved | Title Insurance Agency Cessation of Business | GSL3787 XX   | 04/2008 | Endorseme New nt/Amendm ent/Condi ons      | 0.00   | gsl3398xx 4-08 specified attorney or entity exclusion.pdf              |
| Approved | Amendment of Termination Provisions Arkansas | G-118039-A03 | 05/2008 | Endorseme Replaced nt/Amendm ent/Condi ons |  | gsl3787xx 4-08 title insurance cesation of business.pdf                |
|          |  |              |         |  | Replaced Form #: G-118039-A03<br>Previous Filing #: LAW-0501 | G118039A03_052008_A MENDMENT OF TERMINATI ON PROVISION S ARKANSAS. pdf |





## LAWYERS PROFESSIONAL LIABILITY POLICY

**THIS IS A CLAIMS MADE AND REPORTED POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE BOTH FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

### I. INSURING AGREEMENT

#### A. Coverage

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

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

#### B. Defense

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

#### C. Settlement

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

#### D. Exhaustion of limits

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



## II. LIMITS OF LIABILITY AND DEDUCTIBLE

### A. Limit of liability - each **claim**

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

### B. Limit of liability - in the aggregate

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

### C. Deductible

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

### D. Multiple **insureds**, **claims** and claimants

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

### E. Supplementary payments

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

#### 1. Loss of Earnings

The **Company** will reimburse each **Insured** up to \$500.00 for loss of earnings for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, hearing or other alternative dispute resolution proceeding, including arbitration proceeding or mediation, involving a **claim** against such **Insured**, but in no event shall the amount payable hereunder exceed \$15,000.00 per **Insured** despite the number of days an **Insured** is in attendance, or the number of trials, hearings or arbitration proceedings that an **Insured** is required to attend. In no event shall the amount payable per **policy period** exceed \$30,000.00 despite the number of **Insureds** hereunder or the number of such proceedings.

#### 2. Disciplinary Proceedings

The **Company** will reimburse the **Named Insured** up to \$20,000. for each **Insured** and all **Insureds** in the aggregate, for attorney fees and other reasonable costs, expenses or fees (the "Disciplinary Fees") paid to third parties (other than an **Insured**) resulting from any one **Disciplinary Proceeding** incurred as the result of a notice of such **Disciplinary Proceeding** both first received by the **Insured** and reported in writing to the **Company** either during the **policy period** or within 60 days after termination of the **policy period**, arising out of an act or



omission in the rendering of **legal services** by such **Insured**. Except as set forth below, the amount payable hereunder shall not exceed \$100,000 despite the number of such proceedings.

In the event of a determination of **No Liability** of the **Insured** against whom the **Disciplinary Proceeding** has been brought, the **Company** shall reimburse such **Insured** for Disciplinary Fees, including those in excess of the \$20,000 cap set forth above, up to \$100,000. In no event shall the amount payable hereunder exceed \$100,000 despite the number of **Insureds** hereunder or the number of such proceedings.

F. Risk Management Incentives

1. Mediation

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

2. Subpoena Assistance

In the event the **Insured** receives a subpoena for documents or testimony arising out of **legal services** rendered by the **Insured** and the **Insured** would like the **Company's** assistance in responding to the subpoena, the **Insured** may provide the **Company** with a copy of the subpoena and the **Company** will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** depositions, provided that:

- a. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
- b. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

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

G. Pre-claims Assistance

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

III. DEFINITIONS

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

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

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

**"Claim expenses"** mean:



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

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

"**Company**" means the insurance company named in the Declarations.

"**Damages**" mean judgments, awards and settlements (including pre-judgment interest), provided any settlements negotiated with the assistance and approval of the **Company**. **Damages** do not include:

- A. legal fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
- B. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule, including but not limited to awards under 18 U.S.C. §1961, et. seq., Federal Rules of Civil Procedure 11 or 28 U.S.C. §1927 and state statutes, regulations, rules or law so providing, and injuries that are a consequence of any of the foregoing;
- C. punitive or exemplary amounts;
- D. the multiplied portion of multiplied awards;
- E. injunctive or declaratory relief;
- F. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order.

"**Disciplinary Proceeding**" means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **legal services**.

"**Insured**" means the **Named Insured**, **predecessor firm** and the persons or entities described below:

- A. any lawyer, partnership, professional corporation, professional association, limited liability company or limited liability partnership who is or becomes a partner, officer, director, stockholder-employee, associate, manager, member or **employee** of the **Named Insured** during the **policy period** shown in the Declarations;
- B. any lawyer previously affiliated with the **Named Insured** or a **predecessor firm** as a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm** at the time of such affiliation. The term "previously affiliated" as used herein does not include a lawyer who, during the **policy period** and while affiliated with the **Named Insured**: a) voluntarily ceases, permanently and totally, the private practice of law; or b) dies or becomes **totally and permanently disabled**. Such a lawyer will be deemed to be an **Insured** under paragraph A. above;
- C. any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who acts as Of Counsel to the **Named Insured** or any non-employee independent contractor attorney to the **Named Insured**, but only for **legal services** rendered on behalf of the **Named Insured** and only if a fee inured or, in the event of a contingency fee, would have inured, to the **Named Insured**. No fee need inure to the **Named Insured** where eleemosynary (pro bono) **legal services** are rendered by such Of Counsel **Insured** where at the time of retention, there was approval by the appropriate committee or lawyer within the **Named Insured** that the matter would be handled without compensation. Any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who acts as Of Counsel to the **Named**



**Insured**, who previously qualified as an **Insured** under paragraph A. above, but left the full time practice of law to practice exclusively as Of Counsel to the **Named Insured**, will be deemed to be an **Insured** under paragraph A. above;

- D. any person who is a former or current employee, other than an employed lawyer, of the **Named Insured** or any **predecessor firm**, but solely for services performed by such person within the course and scope of their employment by the **Named Insured** or any **predecessor firm** and provided that the services in dispute are **legal services** of the **Named Insured** or any **predecessor firm**;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this Policy.

**"Legal services"** mean:

- A. those services, including pro bono services, performed by an **Insured** for others as a lawyer, arbitrator, mediator, title agent or other neutral fact finder or as a notary public. Any title agency or company, on whose behalf the **Insured** acts as title agent or designated issuing attorney, is not an **Insured** under this Policy;
- B. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity and any investment advice given in connection with such services;
- C. those services performed by an **Insured** in the capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees;-

**"Named Insured"** means the persons and entities designated in the Declarations.

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

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

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

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

**"No Liability"** means that with respect to an **Insured** who is the subject of a **Disciplinary Proceeding**, there is a:

- A. final determination of no liability;
- B. a determination of no further action; or
- C. the matter is abandoned by the disciplinary authority.

In no event shall the term **"No Liability"** apply to a **Disciplinary Proceeding** for which a settlement has occurred.

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

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

**"Totally and permanently disabled"** means that an **Insured** is so disabled as to be wholly prevented from rendering **legal services** provided that such disability:

- A. has existed continuously for not less than six (6) months; and
- B. is reasonably expected to be continuous and permanent.



#### IV. EXCLUSIONS

This Policy does not apply:

##### A. Intentional Acts

to any **claim** based on or arising out of any dishonest, fraudulent, criminal or malicious act or omission by an **Insured** except that:

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

##### B. **Bodily Injury**/Property Damage

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

##### C. Status as Beneficiary or Distributee

to any loss sustained by an **Insured** or **claim** made against an **Insured** as beneficiary or distributee of any trust or estate;

##### D. Contractual Liability

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

##### E. **Insured vs. Insured**

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

##### F. Capacity as Director, Officer, Fiduciary

to any **claim** based on or arising out of an **Insured's** capacity as:

1. a former, existing or prospective officer, director, shareholder, partner, manager, member, or trustee of any entity including pension, welfare, profit-sharing, mutual or investment fund or trust, if such entity is not named in the Declarations; or
2. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law;

except that this exclusion does not apply to a **claim** based on or arising out of an **Insured's** capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees.

##### G. Capacity as Public Official

to any **claim** based on or arising out of an **Insured's** capacity as a public official or an employee or representative of a governmental body, subdivision or agency unless such **Insured** is deemed as a



matter of law to be a public official or employee or representative of such entity solely by virtue of rendering **legal services** to it;

H. Owned Entity

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

V. CONDITIONS

A. Notice

1. Notice of **Claims**

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

2. Notice of Potential **Claims**

If during the **policy period** the **Insured** becomes aware of any act or omission that may reasonably be expected to be the basis of a **claim** against the **Insured** and gives written notice to the **Company** of such act or omission and the reasons for anticipating a **claim**, with full particulars, including but not limited to:

- a. the specific act or omission;
  - b. the dates and persons involved;
  - c. the identity of anticipated or possible claimants;
  - d. the circumstances by which the **Insured** first became aware of the possible **claim**,
- then any such **claim** that arises out of such reported act or omission and that is subsequently made against the **Insured** and reported to the **Company** shall be deemed to have been made at the time such written notice was given to the **Company**.

B. Reimbursement of the **Company**

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

C. Territory

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

D. Other insurance

If there is other insurance that applies to the **claim**, this insurance shall be excess over such other valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. When there is such other insurance, the **Company** will pay only its share of the amount of any **damages** and **claim expenses**, if any, that exceed the sum of:



1. the total amount that all such other insurance would pay for with respect to such **Claim** in the absence of this insurance; and
2. the total of all deductible and self-insured amounts under all that other insurance.

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

When this insurance is excess, the **Company** will have no duty under this Policy to defend the **Insured** against any **claim** if any other insurer has a duty to defend the **Insured** against that **claim**. If no other insurer defends, the **Company** will undertake to do so, but it will be entitled to the **Insured's** rights against all those other insurers.

E. Assistance and cooperation of the **Insured**

1. The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a **claim**.
2. The **Insured** shall assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Insured** in connection with a **claim**.
3. The **Insured** shall not, except at its own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the consent of the **Company**.

F. Action against the **Company**

No action shall lie against the **Company** by any third party, unless, as a condition precedent thereto:

1. there shall have been full compliance with all the terms of this Policy; and
2. the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to any action against an **Insured**, nor shall the **Company** be impleaded by the **Insured** or his legal representative.

G. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

H. Subrogation

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

I. Changes

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



J. Assignment

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

K. Cancellation/ Nonrenewal

1. This Policy may be canceled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by written notice to the **Company** stating at what future date cancellation is to be effective.
2. The **Company** may cancel or non-renew this Policy by written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least sixty (60) days before cancellation or non-renewal is to be effective. If the **Company** cancels this Policy because the **Insured** has failed to pay a premium when due or has failed to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible, this Policy may be canceled by the **Company** by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The time of surrender of this Policy or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
3. If the **Company** cancels this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** shall retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions shall not constitute a refusal to renew.

L. Entire contract

By acceptance of this Policy the **Insured** agrees that:

1. all of the information and statements provided to the **Company** by the **Insured** are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Insureds**;
2. this Policy is issued in reliance upon the **Insured's** representations; and
3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company** (all of which are deemed to be incorporated herein) embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and
4. the misrepresentation of any material matter by the **Insured** or the **Insured's** agent will render this Policy null and void and relieve the **Company** from all liability herein.

M. **Named Insured** sole agent

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

N. Liberalization

If the **Company** adopts any revision that would broaden coverage under this policy form G-118011-A without additional premium at any time during the **policy period**, the broadened coverage will



immediately apply to this Policy except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

O. Notices

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

P. Trade and Economic Embargoes

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

VI. **EXTENDED REPORTING PERIODS**

As used herein, "**extended reporting period**" means the period of time after the end of the **policy period** for reporting **claims** that are made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission that occurred prior to the end of the **policy period** and is otherwise covered by this Policy.

A. Automatic **extended reporting period**

If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, the **Company** will provide to the **Named Insured** an automatic, non-cancelable **extended reporting period** starting at the termination of the **policy period** if the **Named Insured** has not obtained another policy of lawyers professional liability insurance within sixty (60) days of the termination of this Policy. This automatic extended reporting period will terminate after sixty (60) days.

B. Optional **extended reporting period**

1. If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** shall have the right to purchase an optional **extended reporting period**. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **policy period** by providing:
  - a. written notice to the **Company**; and
  - b. with the written notice, the amount of additional premium described below.
2. The additional premium for the optional **extended reporting period** shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be for one (1) year at 100% of such premium; two (2) years at \$150% of such premium; three (3) years at 175% of such premium; six (6) years at 225% of such premium; or, for an unlimited period at 250% of such premium.
3. The premium for the optional **extended reporting period** is due on its effective date. This optional **extended reporting period** is non-cancelable and the entire premium shall be deemed fully earned at its commencement without any obligation by the **Company** to return any portion thereof.

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

1. If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**, such **Insured** shall be provided with a death or disability **extended reporting period** as provided below.
  - a. In the event of death, such **Insured's** estate, heirs, executors or administrators must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with



written proof of the date of death. This **extended reporting period** is provided to the estate, heirs, executors and administrators of such **Insured**.

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

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

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

1. If an **Insured** retires or otherwise voluntarily ceases, permanently and totally, the private practice of law during the **policy period** and has been continuously insured by the **Company** for at least three consecutive years, then such **Insured** shall be provided with an **extended reporting period** commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**.
2. This **extended reporting period** is provided until such **Insured** shall resume the practice of law or until the death of such **Insured** in which case subparagraph C.1.a. hereof shall apply.
3. No additional premium will be charged for any non-practicing **extended reporting period**.

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

1. Automatic and optional **extended reporting periods** limits of liability
  - a. Where the **Company** has the right to nonrenew or cancel this Policy, and it exercises that right, then the **Company's** liability for all **claims** reported during the automatic and optional **extended reporting periods** shall be part of and not in addition to the limits of liability for the **policy period** as set forth in the Declarations and Section II, Limits of Liability of this Policy.
  - b. If this Policy is canceled by the **Named Insured** or if the **Company** offers to renew this Policy, and the **Named Insured** refuses such renewal offer, then the **Company's** liability for all **claims** reported during the automatic and optional **extended reporting periods** shall be reinstated to the limits of liability applicable to this Policy as set forth in Section II.A. and B. hereof.

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

- a. Limit of Liability - Each "**Claim**"

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

- b. Limit of Liability - In the Aggregate

The limit of liability of the **Company** for all **claims** first made against the **Insured**, and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period**, shall not exceed the amount stated in the



Declarations as the "Aggregate Death or Disability and Non-Practicing **extended reporting period** limit of liability".

F. Elimination of right to any **extended reporting period**

There is no right to any **extended reporting period**:

1. if the **Company** shall cancel or refuse to renew this Policy due to:
  - a. non-payment of premiums; or
  - b. non-compliance by an **Insured** with any of the terms and conditions of this Policy; or
  - c. any misrepresentation or omission in the application for this Policy; or,
2. if during the **Policy Period** such **Insured's** right to practice law is revoked, suspended or surrendered at the request of any regulatory authority for reasons other than that the **Insured** is **totally and permanently disabled**.

G. **Extended reporting period** not a new policy

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

VII. **HEADINGS**

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

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

Chairman

Secretary



**AMENDMENT TO EXCLUSION H ENDORSEMENT**

It is understood and agreed that Section IV, Exclusion H. is deleted in its entirety and replaced as follows:

This Policy does not apply:

H. Owned Entity

to any **claim** based on or arising out of **legal services** performed for any entity not named in the Declarations, if at the time of the act or omission giving rise to the **claim**, any **Insured, Insured's** spouse or immediate family member had any equity ownership in such entity;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## SEPARATE CLAIM EXPENSES LIMITS ENDORSEMENT

In consideration of an additional premium paid, it is understood and agreed that Item 3, LIMITS OF LIABILITY of the Declarations is deleted in its entirety and replaced with the following:

**Damages** Limit of Liability \$\_\_\_\_\_ aggregate (applicable to **damages** only)

**Claim Expenses** Limit of Liability \$\_\_\_\_\_ aggregate (applicable to **claim expenses** only)

It is further understood and agreed that Section 1, INSURING AGREEMENT, paragraphs C and D are deleted in their entirety and replaced as follows:

C. Settlement

The **Company** shall not settle a **claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement or compromise recommended by the **Company** and acceptable to the claimant, then the **Company's Damages** Limit of Liability under the Policy shall be reduced to the amount for which the **claim** could have been settled which amount shall not exceed the remainder of such **Damages** Limit of Liability specified above, and the **Company's Claim Expenses** Limit of Liability shall be reduced to the amount of **claim expenses** incurred up to the time the **Company** made its recommendation, which amounts shall not exceed the remainder of the **claim expenses** limit of liability specified above.

D. Exhaustion of limits

1. Payment of **damages**

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the **Damages** Limit of the Liability as set forth above has been exhausted or after the **Company** has deposited the remainder **Damages** limit of liability into a court of competent jurisdiction. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**. Where the **Damages** limit of liability has been exhausted or the **Company** has deposited the remaining **Damages** limit of liability into a court of competent jurisdiction, the **Claim Expenses** limit of liability shall be deemed exhausted and the **Company** shall have no further obligation to pay **claim expenses**.

2. Payment of **claim expenses**

The **Company** is not obligated to investigate or defend or continue to investigate or defend a **claim** after the **Claim Expenses** limit of liability as set forth above is exhausted. In such case the **Company** shall have the right to withdraw from the further investigation or defense of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**. However, the **Company** reserves the right to designate counsel, at its own expense, to associate with the **Insured** in the continued defense of such **claim**. The **Insured** shall not enter into any settlement or agreement without the **Company's** prior written consent.

Further, it is understood and agreed that Section II, LIMITS OF LIABILITY AND DEDUCTIBLE, paragraphs A and B are deleted in their entirety and replaced as follows:



II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of liability - each **claim**

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

B. Limit of liability - in the aggregate

The limit of liability of the **Company** for the payment of **damages** for **claims** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations as the aggregate,

Further, it is understood and agreed that Section II, LIMITS OF LIABILITY AND DEDUCTIBLE, is amended to add the following new paragraph:

**Claim Expenses**

**Claim expenses** are in addition to the **Damages** limits of liability. The amount the **Company** will pay for all **claim expenses** shall not exceed the **Claim Expenses** limit of liability as set forth above. **Claim expenses** are not payable under this Policy until all other valid and collectible insurance available to any **Insured** for **claim expenses** has been exhausted.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**EACH CLAIM DEDUCTIBLE ENDORSEMENT**

In consideration of a premium credit, it is understood and agreed that Item 4 of the Declarations is deleted in its entirety and replaced with the following:

4. DEDUCTIBLE: Each **claim**: \$\_\_\_\_\_ (inclusive of **claims expenses**)

It is further understood and agreed that Section II, LIMITS OF LIABILITY AND DEDUCTIBLE, paragraph (C), entitled Deductible, is deleted in its entirety and replaced with the following:

**C. Deductible - Each Claim**

The deductible amount stated in the Declarations for "each **claim**" applies to each and every **claim** made against an **Insured**. It shall be paid by the **Named Insured** and applies to the payment of **damages** and **claims expenses** for **claims** both first made against the **Insured** and reported to the **Company** in writing during the **policy period**. In the event the **Named Insured** fails to pay, the deductible shall be paid jointly and severally by all **Insureds**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**FIRST DOLLAR DEFENSE ENDORSEMENT- IN THE AGGREGATE**

In consideration of an additional premium paid, it is understood and agreed that Item 4 of the Declarations is deleted in its entirety and replaced with the following:

4. DEDUCTIBLES: Aggregate:\$\_\_\_\_\_ (exclusive of **claims expenses**)

It is further agreed that Section II, Limits of Liability and Deductible, paragraph C., is deleted in its entirety and replaced with the following:

C. Deductible

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

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**FIRST DOLLAR DEFENSE ENDORSEMENT- EACH CLAIM**

In consideration of an additional premium paid, it is understood and agreed that Item 4 of the Declarations is deleted in its entirety and replaced with the following:

4. DEDUCTIBLE: Each **Claim**: \$\_\_\_\_\_ (exclusive of **claims expenses**)

It is further understood and agreed that Section II, LIMITS OF LIABILITY AND DEDUCTIBLE, paragraph C., entitled Deductible, is deleted in its entirety, and replaced with the following:

**C. Deductible - Each Claim**

The deductible amount stated in the Declarations for “each **claim**” applies to each and every **claim** made against an **Insured**. It shall be paid by the **Named Insured** and only applies to the payment of **damages** for **claims** first made and reported to the **Company** in writing during the **policy period**. In the event the **Named Insured** fails to pay, the deductible shall be paid jointly and severally by all **Insureds**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**LATERAL HIRE COVERAGE ENDORSEMENT**

It is understood and agreed that Section I, Insuring Agreement, Subsection A.4., is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



LATERAL HIRE EXCLUSION ENDORSEMENT

It is understood and agreed that Section I, Insuring Agreement, Subsection A. Coverage, is deleted in its entirety and replaced as follows:

I. INSURING AGREEMENT

A. Coverage

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

- 1. the Insured did not give notice to any prior insurer of such claim or a related claim;
2. the Insured did not give notice to any prior insurer of any such act or omission or related act or omission;
3. prior to the inception date of the first policy, if continuously renewed, or the date the Insured first became a member or employee of the Named Insured, whichever is later, no Insured had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



### MUTUAL CONSENT ENDORSEMENT

It is understood and agreed that Section 1, Insuring Agreement, Paragraph B, is deleted in its entirety and replaced by the following:

B. Defense

The **Company** shall have the right and duty to defend in the **Insured's** name and on the **Insured's** behalf, a **claim** covered by this Policy, even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** and the **Named Insured** shall mutually agree on the appointment of counsel to investigate and to defend any **claim**. If a **claim** shall be subject to arbitration or mediation, the **Company** and the **Named Insured** shall mutually agree on the choice of arbitrators or mediators and in the conduct of any arbitration or mediation proceeding involving a **claim** covered by the Policy. Either party's agreement to defense counsel, mediators or arbitrators shall not be unreasonably withheld.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**NAMED INDIVIDUAL RETROACTIVE DATE ENDORSEMENT**

It is understood and agreed that no coverage is afforded under this Policy for any **claims** by reason of an act or omission committed by any person listed below that occurred prior to date listed opposite such person .

Person

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



LAWYERS PROFESSIONAL LIABILITY POLICY

SPECIFIED PUBLIC OFFICIALS LEGAL SERVICES COVERAGE ENDORSEMENT

It is understood and agreed that solely as respects the **Insureds** specified below while rendering **legal services** for the entities specified below, Section IV, Exclusion G is deleted in its entirety.

|                |   |
|----------------|---|
| <b>Insured</b> | Municipality/Governmental body, subdivision or agency |
|                |   |
|                |   |
|                |   |

This coverage will not apply if such **claim** arises out of an act or omission by any lawyer assisting an **Insured**, on a voluntary basis and without compensation, who is uninsured or not covered by a lawyers professional liability policy providing limits of liability of at least \$100,000 each claim and \$300,000 annual aggregate.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**REDUCED DEDUCTIBLE ENDORSEMENT AND INDEMNITY AGREEMENT  
FOR REGULATORY REQUIREMENTS**

It is understood and agreed that:

1. the **Named Insured** will indemnify and save the **Company** harmless for the difference between the lower deductible amount of \$\_\_\_\_\_ and the amount stated in the Declarations;
2. the **Named Insured** will wholly and completely indemnify and save the **Company** free and harmless of any and from any costs, expenses and attorney's fees which may be incurred in enforcing this indemnity agreement;
3. the **Named Insured** will promptly reimburse the **Company** upon demand for any payment made by it pursuant to this endorsement.

Notwithstanding any of the foregoing, the limits of liability shall not be increased and shall not exceed the limit for each **claim** nor for all **claims** in the aggregate, as set forth in the policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## RETROACTIVE EXCLUSION CLAUSE ENDORSEMENT

It is understood and agreed that Section I, Insuring Agreement, Paragraph A., Coverage, is amended to include a new subparagraph as follows:

- the act or omission occurred on or after \_\_\_\_\_.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**OFFICE SHARING EXCLUSION ENDORSEMENT**

It is understood and agreed that Section III, DEFINITIONS, definition of **Insured**, is amended by the addition of the following:

**Insured** does not include those persons or entities who have no oral or written partnership, shareholder or employment agreement with the **Named Insured** and who:

- a. share office space with the **Named Insured**; and
- b. are deemed to be partners, officers, directors, employees, associates, managers or members of the **Named Insured** solely by operation of law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**POLICY PREMIUM ADJUSTMENT  
RISK MANAGEMENT SEMINAR PARTICIPATION**

In consideration and recognition of the participation in a CNA sponsored Risk Management Seminar by the specific individual(s) named below, premium consideration has been made in the amount specified below as either return premium or as a policy premium reduction amount:

Return Premium Amount: \$ \_\_\_\_\_

Policy Premium Reduction Amount: \$ \_\_\_\_\_

Named Individual(s)

Date of Seminar

\_\_\_\_\_

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**SPECIFIC CLIENT OR THIRD PARTY EXCLUSION ENDORSEMENT**

It is understood and agreed that the Section III DEFINITIONS, definition of **Legal Services** is amended to add the following paragraph:

**Legal services** do not include services performed by an **Insured** for the person or entity specified below, or any entity that is operated, managed or owned by such entity or an affiliate, subsidiary or parent thereof:

Person or Entity

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**SPECIFIC CLIENT OR THIRD PARTY SUBLIMITS ENDORSEMENT**

It is understood and agreed that:

1. notwithstanding the limits of liability set forth in Item 3 of the Declarations, separate sublimits, as set forth in paragraph 2 below, shall apply with respect to each **claim** and to all **claims** in the aggregate by reason of acts or omissions in the performance of **legal services** by the **Insured** for the person or entity named below, or any entity that is operated, managed or owned by such entity, or an affiliate, subsidiary or parent thereof:

Person or Entity

\_\_\_\_\_

2. LIMITS OF LIABILITY: \$\_\_\_\_\_ Each **claim**, inclusive of **claims expenses**  
\$\_\_\_\_\_ In the Aggregate, inclusive of **claims expenses**

3. the limits of liability set forth in paragraph 2 above with regard to each such **claim** and to all such **claims** in the aggregate as set forth in paragraph 1. above, are sublimits included within, and not in addition to, the limits of liability set forth in Item 3 of the Declarations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**TITLE INSURANCE AGENCY'S PROFESSIONAL LIABILITY ENDORSEMENT**

In consideration of an additional premium paid, it is understood and agreed that Section III, Definitions, definition of **Insured** is amended to include as an insured the title insurance agency listed below:

Name of Title Insurance Agency

\_\_\_\_\_  
\_\_\_\_\_.

Further, Section III, Definitions, definition of **Legal services**, is deleted in its entirety and replaced as follows:

**“Legal services” mean:**

- A. those services performed by an **Insured** for others as a lawyer, arbitrator, mediator title agent or as a notary public;
- B. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or any other fiduciary capacity and any investment advice given in connection with such services;
- C. those services performed by an **Insured** as a title abstractor or a title insurance agency listed in this endorsement. However, any activities of said title insurance agency in any other capacity as a title insurance carrier, insurer or guaranty association are not covered by this Policy.

Further, solely as respect the Title Insurance Agency listed above, Section IV, Exclusions, is amended as follows:

1. Exclusion H., is deleted in its entirety.
2. The following new exclusions are added:
  - to any **claim** arising out of defects in title of which an **Insured** had actual or constructive knowledge at the date of issuance of any title insurance policy;
  - to any **claim** for liability assumed by an **Insured** under any oral or written contract or agreement whereby an **Insured** has agreed to participate in the payment of a loss, including attorney’s fees, court costs and expenses payable under a title insurance policy;
  - to any **claim** based upon or arising out of breach of underwriting authority by an **Insured** in their capacity as agent to a title insurance company;
  - to any **claim** arising out of the notarization or acknowledgment of a signature without the physical appearance of the person who is or claims to be the person signing said instrument before an **Insured** as notary public.

The limits of liability of the Company under this endorsement are sublimits and shall be part of, and not in addition to, the limits of liability of the Company for the **policy period**.

No coverage is afforded under this Endorsement for any **claims** by reason of an act or omission in the rendering of **legal services** by the above named title insurance agency that occurred prior to \_\_\_\_\_ (mo./day/year). Nor is coverage afforded under this Endorsement for any **claims** by reason of **related acts or omissions** to such acts or omissions that occurred prior to the above specified date.

If the Title Insurance Agency named above should be dissolved or should cease doing business, then this Endorsement will not apply with respect to **claims** made against an **Insured** based on any act or omission committed or allegedly committed on or subsequent to the time and date of said dissolution or cessation of business. Coverage will be provided under this Endorsement but only with respect to acts or omissions committed prior to the time and date of any such dissolution or cessation of business in accordance with all other terms and conditions of this Policy.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## WORLD WIDE COVERAGE ENDORSEMENT

It is understood and agreed that Section V, Conditions, Paragraph C., Territory, is deleted in its entirety and replaced by the following:

C. Territory

This Policy applies to an act or omission taking place anywhere in the world regardless of where the **claim** or suit is brought.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## CANCELLATION ENDORSEMENT

It is understood and agreed that, in consideration of the return amount stated below, the Policy referenced below is cancelled in accordance with the terms and conditions of the Policy.

Return premium was computed as follows:

\$ \_\_\_\_\_ Premium

\$ \_\_\_\_\_ State Surcharge (if applicable)

\$ \_\_\_\_\_ Tax (if applicable)

\$ \_\_\_\_\_ Total Return Amount

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**NOTICE OF REINSTATEMENT**

It is understood and agreed that the notice of Policy cancellation previously submitted is hereby rescinded and shall not apply. This Policy will continue in force with no lapse in coverage.

Reinstatement Premium \$ \_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**DECLARATIONS AMENDMENT**

It is understood and agreed that the following amendment is made part of your policy:

The following items of the Declarations are deleted in their entirety and replaced by the following:

Item \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**PUNITIVE DAMAGES COVERAGE ENDORSEMENT**

It is understood and agreed that Section III., DEFINITIONS, definition of **Damages**, is amended as follows:

Subitem C. Punitive or exemplary amounts; is deleted in its entirety.

but only where the law applicable to the **claim** mandates such coverage.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**AMENDATORY ENDORSEMENT - PREDECESSOR FIRM**

It is understood and agreed that the policy is amended by the addition of the following:

- A. Notwithstanding the definition of **predecessor firm** as set forth in Section III, any firm who qualified as a predecessor firm under a lawyers professional liability insurance policy previously issued by this Company, is deemed to be a predecessor firm within the definition of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**NAMED LATERAL HIRE EXCLUSION ENDORSEMENT**

It is understood and agreed that, only with respect to the specific persons or entities named below, Section I, Insuring Agreement, Subsection A. Coverage, is deleted in its entirety and replaced as follows:

I. INSURING AGREEMENT

A. Coverage

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

1. no **Insured** gave notice to a prior insurer of such claim or a related claim;
2. no **Insured** gave notice to any **prior insurer** of any such act or omission or **related act or omission**;
3. prior to the date an **Insured** first becomes an **Insured** under this Policy or became an **Insured** under the first policy issued by the **Company** (or its subsidiary or affiliated insurers) to the **Named Insured** or any **predecessor firm**, whichever is earlier, of which this Policy is a renewal or replacement, no such **Insured** had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a **claim**.

Named Persons or Entities

---



---



---

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**OF COUNSEL ENDORSEMENT**

It is understood and agreed that with respect to the attorneys named below, Section III., **DEFINITIONS**, definition of **Insured**, paragraphs A. and B. are deleted in their entirety and replaced with the following:

- A. any lawyer, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership who is an Of Counsel of the **Named Insured** during the **policy period** shown in the Declarations;
- B. any lawyer previously affiliated with the **Named Insured** or a **predecessor firm** as an Of Counsel but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm** at the time of such affiliation. The term, "previously affiliated" as used herein does not include a lawyer who, during the **policy period** and while affiliated with the **Named Insured**: a) voluntarily ceases, permanently and totally, the private practice of law; or b ) becomes **totally and permanently disabled**. Such a lawyer will be deemed to be an **Insured** under paragraph A. above;

It is further understood and agreed that with respect to the attorneys named below in this endorsement, paragraph C., is amended by deleting any reference to Of Counsel.

Name of Attorneys:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**AMENDMENT TO EXCLUSION H.  
SCHEDULE ENDORSEMENT**

It is understood and agreed that solely as respects the entity listed below, Section IV. EXCLUSIONS, paragraph H is amended by the addition of the following:

Notwithstanding the above, exclusion H. shall not apply to any **claim** based on or arising out of **legal services** performed for the entity listed below, provided that there is no subsequent increase in the ownership interest of any **Insured** or **Insureds** cumulatively, as specified below.

Entity

Ownership Interest

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**VICARIOUS LIABILITY FOR ACTS OR OMISSIONS OF SPECIFIED OTHERS  
EXCLUSION ENDORSEMENT**

It is understood and agreed that solely as respects the person or entity listed below, Section I. INSURING AGREEMENT is amended by deleting the phrase "or by any person for whom the **Insured** is legally liable",:

Person or Entity

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**AMENDATORY ENDORSEMENT  
EXCLUSION OF ATTORNEYS AND EMPLOYEES OF PREDECESSOR FIRM**

It is understood and agreed that Section III., DEFINITIONS, definition of **Insured**, subparagraphs B. and D. are amended by deleting all references to **predecessor firm**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**ADDITIONAL INSURED COVERAGE FOR LEGAL SERVICES PERFORMED ON BEHALF OF THE NAMED INSURED ENDORSEMENT**

It is understood and agreed that Section III., DEFINITIONS, paragraph G., “**Insured**” is amended to include the persons or entities listed below, but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm**. It is further understood and agreed that if a retroactive date is shown below for any specific person or entity listed, coverage is afforded to that person or entity only for **claims** by reason of an act or omission that occurred on or after such retroactive date:

Persons or entities:

Retroactive Date:

\_\_\_\_\_

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**NON-PRACTICING EXTENDED REPORTING PERIOD ENDORSEMENT**

It is understood and agreed that Section VI., EXTENDED REPORTING PERIODS, paragraph D., Non-practicing **extended reporting period**, subparagraph 1., is deleted in its entirety and replaced with the following:

D. Non-practicing extended reporting period

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

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**AMENDMENT TO EXCLUSION H. WITH SUBLIMITS  
ENDORSEMENT**

It is understood and agreed that the following amendments are made to the Policy:

1. Section III., DEFINITIONS, is amended by the addition of the following new definition:

**Specified Business Entity Claim** means a **claim** based on or arising out of **legal services** performed for the business entity listed below, provided that there is no subsequent increase in the ownership interest of such business entity by any **Insured** or **Insureds** cumulatively, as specified below:

**Business Entity**

**Ownership Interest**

**Ownership interest claim** means a **claim** based on or arising out of a **legal services** performed for a business entity in which an **Insured** has an ownership interest of 10% or less or **Insureds** cumulatively have an ownership interest of 10% or less.

2. Section IV. EXCLUSIONS, paragraph H is amended by the addition of the following:

Notwithstanding the above, and subject to the sublimits set forth in paragraph 3 below, paragraph H. shall not apply to any **ownership interest claim** or **specified business entity claim**.

3. Solely with respect to **ownership interest claims and specified business entity claims**, separate sublimits as set forth below, shall apply with respect to each such **ownership interest claim or specified business entity claim** and to all such **ownership interest claims and specified business entity claim** in the aggregate. The sublimits are included within, and not in addition to, the limits of liability set forth in Item 3 of the Declarations.

**OWNERSHIP INTEREST CLAIM OR SPECIFIED BUSINESS ENTITY CLAIM SUBLIMITS OF LIABILITY:**

\$ \_\_\_\_\_ Each **ownership interest claim or specified business entity claim** inclusive of **claims expenses**

\$ \_\_\_\_\_ In the **Aggregate all ownership interest claim and specified business entity claim** inclusive of **claims expenses**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## MASS OR CLASS ACTION EXCLUSION ENDORSEMENT

It is understood and agreed that the following amendments are made to the policy:

1. Section III, DEFINITIONS, is amended by the addition of the following new definitions:

**Mass or Class Action** means an action brought by a representative member on behalf of a large group of persons or members of the group.

2. Section IV., EXCLUSIONS, is amended by the addition of the following new exclusion:

to any **claim** based on or arising out of **legal services** performed in connection with a **mass or class action**;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**MASS OR CLASS ACTION SUBLIMITS ENDORSEMENT**

It is understood and agreed that the following amendments are made to the policy:

- 1. Section III, DEFINITIONS, is amended by the addition of the following new definitions:

**Mass or Class Action** means an action brought by a representative member on behalf of a large group of persons or members of the group.

**Mass or Class Action Claim** means any **claim** based on or arising out of **legal services** performed in connection with a **mass or class action**.

- 2. Solely with respect to any **mass or class action claim**, separate sublimits as set forth below shall apply with respect to each such **mass or class action claim** and to all such **mass or class action claims** in the aggregate. The sublimits are included within, and not in addition to, the limits of liability set forth in Item 3. of the Declarations.

**MASS OR CLASS ACTION CLAIM SUBLIMITS OF LIABILITY:**

\$\_\_\_\_\_ Each **mass or class action claim** inclusive of **claims expenses**

\$\_\_\_\_\_ In the Aggregate all **mass or class action claims**, inclusive of **claims expenses**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**ADDITIONAL INSURED ENDORSEMENT**

It is understood and agreed that Section III., DEFINITIONS, paragraph G., “**Insured**” is amended to include the persons or entities listed below. It is further understood and agreed that if a retroactive date is shown below for any specific person or entity listed, coverage is afforded to that person or entity only for **claims** by reason of an act or omission that occurred on or after such retroactive date:

Persons or Entities:

\_\_\_\_\_

Retroactive Date:

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**GAP IN COVERAGE EXCLUSION**

It is understood and agreed that no coverage is afforded under this Policy for any **claim** by reason of an act or omission that occurred on or after \_\_\_\_\_ and prior to \_\_\_\_\_.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



### INVESTMENT ADVICE EXCLUSION

It is understood and agreed that Section III., DEFINITIONS, definition of **Legal Services**, paragraph B., is amended by the deletion of the phrase “and any investment advice given in connection with such services”.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



LATERAL HIRE SPECIFIED DATE EXCLUSION ENDORSEMENT

It is understood and agreed that, only with respect to those persons who joined the **Named Insured** after \_\_\_\_\_, Section I, Insuring Agreement, Subsection A. Coverage, is deleted in its entirety and replaced as follows:

I. INSURING AGREEMENT

A. Coverage

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

1. no **Insured** gave notice to a prior insurer of such claim or a related claim;
2. no **Insured** gave notice to any **prior insurer** of any such act or omission or **related act or omission**;
3. prior to the date an **Insured** first becomes an **Insured** under this Policy or became an **Insured** under the first policy issued by the **Company** (or its subsidiary or affiliated insurers) to the **Named Insured** or any **predecessor firm**, whichever is earlier, of which this Policy is a renewal or replacement, no such **Insured** had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**PREDECESSOR FIRM PRIOR ACTS EXCLUSION**

It is understood and agreed that solely with respect to the **Predecessor Firm** shown below, this policy excludes from coverage all **claims** by reason of acts or omissions that occurred before the prior acts date shown opposite such **predecessor firm**.

Entity

Prior Acts Date

\_\_\_\_\_

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**SPECIFIED ATTORNEY OR ENTITY EXCLUSION ENDORSEMENT**

It is understood and agreed that the Section III DEFINITIONS, definition of **Insured** is amended to add the following paragraph:

Notwithstanding the above, **Insured** does not include the person or entity specified below, or any entity that is operated, managed or owned by such entity or any affiliate, subsidiary or parent thereof:

Person or Entity

\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**TITLE INSURANCE AGENCY'S CESSATION OF BUSINESS ENDORSEMENT**

It is understood and agreed that Section III, Definitions, definition of **Insured** is amended to include as an insured the title insurance agency listed below:

Name of Title Insurance Agency

\_\_\_\_\_  
\_\_\_\_\_.

Further, Section III, Definitions, definition of **Legal services**, is deleted in its entirety and replaced as follows:

**“Legal services” mean:**

- A. those services performed by an **Insured** for others as a lawyer, arbitrator, mediator title agent or as a notary public;
- B. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or any other fiduciary capacity and any investment advice given in connection with such services;
- C. those services performed by an **Insured** as a title abstractor or a title insurance agency listed in this endorsement. However, any activities of said title insurance agency in any other capacity as a title insurance carrier, insurer or guaranty association are not covered by this Policy.

Further, solely as respect the Title Insurance Agency listed above, Section IV, Exclusions, is amended as follows:

1. Exclusion H., is deleted in its entirety.
2. The following new exclusions are added:
  - to any **claim** arising out of defects in title of which an **Insured** had actual or constructive knowledge at the date of issuance of any title insurance policy;
  - to any **claim** for liability assumed by an **Insured** under any oral or written contract or agreement whereby an **Insured** has agreed to participate in the payment of a loss, including attorney’s fees, court costs and expenses payable under a title insurance policy;
  - to any **claim** based upon or arising out of breach of underwriting authority by an **Insured** in their capacity as agent to a title insurance company;
  - to any **claim** arising out of the notarization or acknowledgment of a signature without the physical appearance of the person who is or claims to be the person signing said instrument before an **Insured** as notary public.

The limits of liability of the Company under this endorsement are sublimits and shall be part of, and not in addition to, the limits of liability of the Company for the **policy period**.

No coverage is afforded under this Endorsement for any **claims** by reason of an act or omission in the rendering of **legal services** by the above named title insurance agency that occurred prior to \_\_\_\_\_(mo./day/year) or on or after the date of dissolution or cessation of business as specified below.. Nor is coverage afforded under this Endorsement for any **claims** by reason of **related acts or omissions** to such acts or omissions that occurred prior to the above specified date.



Date of Dissolution or Cessation of Business:

\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



## AMENDMENT OF TERMINATION PROVISIONS - ARKANSAS

It is understood and agreed that Condition K. Cancellation/Nonrenewal is deleted and replaced in its entirety by the following:

K. Cancellation/Nonrenewal

1. Cancellation

- a. This Policy may be canceled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by written notice to the **Company** stating at what future date cancellation is to be effective.
- b. The **Company** may cancel this Policy by written notice to the **Named Insured** at the address last known to the **Company**, at least:
  - (1) 10 days prior to the effective date of cancellation if the **Company** cancels for nonpayment of premium or failure to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible. Notice must include the reason for cancellation; or
  - (2) 20 days prior to the effective date of cancellation if the **Company** cancels for any other reason.The time of surrender of this Policy or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- c. If this Policy is new and has been in effect for 60 days or less, the **Company** may cancel for any reason.
- d. If this Policy has been in effect for 60 days or more, or if it is a renewal of a policy issued by the **Company**, the **Company** may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium or failure to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible;
  - (2) Material misrepresentation or fraud made by the **Named Insured** or with the **Named Insured's** knowledge in obtaining the Policy or in pursuing a claim under the Policy;
  - (3) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy which substantially increases any hazard insured against under the Policy;
  - (4) Nonpayment of membership dues in those cases where the **Company's** bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the Policy;
  - (5) A material violation of a material provision of the Policy;
  - (6) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- e. In the event the Policy is canceled, the **Company** will send the **Named Insured** any premium refund due. Earned premium shall be computed on a pro rata basis, if:
  - (1) the **Company** cancels this Policy;
  - (2) the **Company** cancels the Policy, but it is rewritten with the **Company** or within the **Company** group;
  - (3) the Policy is canceled because the **Named Insured** no longer has an insurable interest in the business operation that is the subject of the insurance; or
  - (4) the Policy is canceled after the first year of a prepaid policy that was written for a term of more than one year.

If the **Named Insured** cancels the Policy for any reason other than described in e. (2), (3) or (4) above, the **Company** shall retain the customary short rate proportion of the premium, subject to



the **Company's** retention of any minimum retained Policy premium requirement. If the **Named Insured** cancels the Policy, the **Company** will retain no less than \$100 of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

2. Nonrenewal

- a. If the **Company** elects to nonrenew this Policy, the **Company** will provide written notice to the **Named Insured** at the last address known to the **Company**, at least 60 days prior to the expiration date of this Policy.
- b. The offering of terms and conditions different from the expiring terms and conditions does not constitute a refusal to renew.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

*SERFF Tracking Number:* CNAC-125652844 *State:* Arkansas  
*Filing Company:* Continental Casualty Company *State Tracking Number:* #234676 \$50  
*Company Tracking Number:* 08-F2225  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0019 Professional Errors & Omissions  
Liability  
*Product Name:* Lawyers Professional Liability Policy 2008 rewrite  
*Project Name/Number:* Lawyers Revision/LJ20082225

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNAC-125652844 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #234676 \$50  
Company Tracking Number: 08-F2225  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Lawyers Professional Liability Policy 2008 rewrite  
Project Name/Number: Lawyers Revision/LJ20082225

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 07/16/2008

**Comments:**

**Attachment:**

uniform transmittal dcoument p&c.pdf

## Property & Casualty Transmittal Document

|  |  |              |  |                  |  |
|--|--|--------------|--|------------------|--|
| <p><b>1. Reserved for Insurance Dept. Use Only</b></p> | <p><b>2. Insurance Department Use only</b></p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p> | New Business |  | Renewal Business |  |
| New Business   |  |              |  |                  |  |
| Renewal Business                                       |  |              |  |                  |  |

|                      |                     |
|----------------------|---------------------|
| <b>3. Group Name</b> | <b>Group NAIC #</b> |
|                      |                     |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # |
|--------------------|----------|--------|--------|---------|
|                    |          |        |        |         |
|                    |          |        |        |         |
|                    |          |        |        |         |
|                    |          |        |        |         |
|                    |          |        |        |         |
|                    |          |        |        |         |

|                                   |  |
|-----------------------------------|--|
| <b>5. Company Tracking Number</b> |  |
|-----------------------------------|--|

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|----|------------------|-------|--------------|-------|--------|
|    |                  |       |              |       |        |
|    |                  |       |              |       |        |

|  |  |
|--|--|
| 7. Signature of authorized filer         |  |
| 8. Please print name of authorized filer |  |

**Filing information** (see General Instructions for descriptions of these fields)

|  |   |
|--|---|
| 9. Type of Insurance (TOI)   |   |
| 10. Sub-Type of Insurance (Sub-TOI)  |   |
| 11. State Specific Product code(s)(if applicable)[See State Specific Requirements] |   |
| 12. Company Program Title (Marketing title)  |   |
| 13. Filing Type  | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules<br><input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested  | New: <input type="text"/> Renewal: <input type="text"/>   |
| 15. Reference Filing?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| 16. Reference Organization (if applicable)   |   |
| 17. Reference Organization # & Title   |   |
| 18. Company's Date of Filing   |   |
| 19. Status of filing in domicile   | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved  |

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:  
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

|           |  |  |
|-----------|--|--|
| <b>1.</b> | <b>This filing transmittal is part of Company Tracking #</b> |  |
|-----------|--|--|

|           |   |  |
|-----------|---|--|
| <b>2.</b> | <b>This filing corresponds to rate/rule filing number</b><br>(Company tracking number of rate/rule filing, if applicable) |  |
|-----------|---|--|

| 3. | Form Name<br>/Description/Synopsis | Form #<br>Include edition date | Replacement<br>Or<br>withdrawn?  | If replacement,<br>give form #<br>it replaces | Previous state<br>filing number,<br>if required by state |
|----|------------------------------------|--------------------------------|--|---|--|
| 01 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 02 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 03 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 04 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 05 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 06 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 07 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 08 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 09 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 10 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |

PC FFS-1