CONTINENTAL CASUALTY COMPANY
333 S. WABASH AVENUE
CHICAGO, IL 60604

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.

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.

If a claim is based on or arises out of the rendering of eleemosynary (pro bono) legal services, no deductible will apply but only 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.

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., 2. and 3. below will not be subject to the deductible. All supplementary payments are in addition to the limits of liability.

1. Loss of Earnings

The Company will reimburse each Insured up to $500 for loss of earnings for each day or part of a day of such Insured's attendance, at the Company's written request, at a trial, hearing or other alternative dispute resolution proceeding, including arbitration proceeding or mediation, involving a claim against such Insured, but in no event shall the amount payable hereunder exceed $15,000 per Insured 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 $50,000 despite the number of Insureds hereunder or the number of such proceedings.

2. Disciplinary Proceedings

The Company will reimburse the Named Insured up to $50,000 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 $50,000 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.

3. 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 civil 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 such 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. 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.

4. Crisis Event Expense

The Company will reimburse the Named Insured up to $20,000 for Crisis Event Expenses that result from a Crisis Event first occurring and reported in writing to the Company during the policy period.

5. Regulatory Inquiry

If, during the policy period, a state licensing board, self regulatory body, public oversight board or a governmental agency with the authority to regulate the Insured’s legal services or any entity acting on behalf of such entities initiates an investigation of the Insured arising from an actual or alleged violation of a privacy breach notice law or any law referenced under the definition of privacy injury and identity theft that occurred in the rendering of legal services and which the Insured reports to the Company in accordance with Section V.A. of this Policy, the Company agrees to pay attorney fees, attorney costs and court costs (excluding such attorney fees and costs incurred as a result of services performed by the Insured) incurred in responding to the investigation. The maximum amount the Company will pay for such attorney fees and costs is $20,000, regardless of the number of investigations or the number of Insureds who are subject to such investigations.


Subject to the definition of damages set forth in Section III. DEFINITIONS of the Policy, the Company will reimburse the Named Insured for attorney fees and other reasonable costs or expenses incurred in responding to a demand pursuant to the recovery rights of the Centers for Medicare and Medicaid Services (CMS) under the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA). The maximum amount the Company will pay for such attorney fees, costs and expenses is $25,000 per policy period, regardless of the number of such demands or the number of Insureds who are subject to such demands.

F. Risk Management Incentives

In the event that a claim is eligible for more than one Risk Management Incentive, the Insured shall receive the benefit of the highest deductible credit. In no way shall this section be construed to afford more than one Risk Management Incentive per claim.

1. Mediation

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

2. **Engagement Letters**

If the **Insured** utilized an engagement letter in connection with the **legal services** that are the subject of a **claim**, and such **claim** is otherwise covered under the Policy, then the **Insured**’s deductible applying to such **claim** will be reduced by 50%, provided that the engagement letter:

a. includes, at a minimum, the following information:
   i. a specific description of the scope of **legal services** to be performed by the **Insured**;
   ii. the identity of all clients for whom the **Insured** agreed to perform such **legal services**;
   iii. the fee arrangement for such **legal services**; and
   iv. a description of the **Named Insured**’s file retention and destruction policy; and

b. was signed by all clients identified in such engagement letter prior to the **Insured**’s commencement of representation of such clients for the **legal services** described in the engagement letter, but in no event more than thirty (30) days after the commencement of such representation.

In no event shall the amount of the deductible waived hereunder exceed $25,000.

G. **Pre-claim 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**" also means **privacy claims** and **client network damage claims**.

"**Claim expenses**" mean:

A. fees charged by attorneys designated by the **Company** or by the **Insured** with the **Company**’s written consent;

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**, other than fees, costs and expenses charged by the **Company**’s employed attorneys who may be designated to
APPENDIX 4

Sample Legal Malpractice Policy with Mandatory Louisiana Endorsements

represent the Insured, with the Insured’s prior consent. Nor shall claim expenses include salaries, loss of earnings or other remuneration by or to any Insured.

“Client network damage 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 alleging that a security breach or electronic infection caused network damage to a client's network in the rendering of legal services.

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

“Computer virus” means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more networks, and cause:
A. a computer code or programs to perform in an unintended manner;
B. the deletion or corruption of electronic data or software; or
C. the disruption or suspension of a network.

“Confidential commercial information” means information that has been provided to the Insured by another, or created by the Insured for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating the Insured to protect such information on behalf of another.

“Crisis event” means:
A. death, departure or debilitating illness of a Principal Insured;
B. dissolution of the Named Insured; or
C. incident of workplace violence;
that the Named Insured reasonably believes will have a material adverse effect upon the Named Insured’s reputation.

“Crisis event expenses” mean reasonable fees, costs and expenses incurred by the Named Insured for consulting services provided by a public relations firm to the Named Insured in response to a Crisis Event.

“Damages” mean judgments, awards and settlements (including pre-judgment interest), provided any settlements are negotiated with the assistance and approval of the Company. Notwithstanding anything to the contrary contained herein, Damages also include those amounts the court is permitted to impose on a debt collector as set forth in 15USC§1692k(a). 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.

“Denial of service attack” means an attack executed over one or more networks or the Internet that is specifically designed and intended to disrupt the operation of a network and render a network inaccessible to authorized users.

“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.

“Electronic infection” means the transmission of a computer virus to a network, including without limitation, such transmission to or from the Named Insured’s network.
“Electronic information damage” means the destruction, deletion or alteration of any information residing on the network of any third party.

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

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

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

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

F. the spouse or domestic partner of an Insured, but only to the extent that such Insured is provided coverage under this Policy.

“Internet” means the worldwide public network of computers as it currently exists or may be manifested in the future, but Internet does not include the Named Insured’s network.

“Legal services” mean:

A. those services, including eleemosynary (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;

D. those services performed by an Insured as an expert witness, provided that such Insured was retained to offer expert opinion on issues related to the law, legal procedure or practice, or the legal profession; or

E. those services performed by an Insured as an author or publisher of legal research papers or legal materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or compensation attributable per publication, presentation or seminar is less than $25,000.
“Named Insured” means the persons and entities designated in the Declarations.

“Network” means a party’s local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, network shall not include the Internet, telephone company networks, or other public infrastructure network.

“Network Damage” means:
A. the unscheduled and unplanned inability of an authorized user to gain access to a network;
B. electronic information damage; or
C. the suspension or interruption of any network.

“Non-public personal information” means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

“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 sole proprietorship, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership engaged in legal services and:
A. to whose financial assets and liabilities the firm listed as the Named Insured in the Declarations is the majority successor in interest;
B. of which the Named Insured retained 50% or more of the lawyers; or
C. was previously deemed to be a predecessor firm under the lawyers professional liability policy issued by the Company immediately preceding this Policy.

“Principal Insured” means an Insured member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, risk manager or in-house general counsel of the Named Insured.

“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.

“Privacy breach notice law” means any statute or regulation that requires an entity who is the custodian of non-public personal information to provide notice to individuals of any actual or potential privacy breach with respect to such non-public personal information. Privacy breach notice laws include Sections 1798.29 and 1798.82-1798.84 of the California Civil Code (formerly S.B. 1386) and other similar laws in any jurisdiction.

“Privacy 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 and alleging privacy injury and identity theft that occurred in the rendering of legal services.

“Privacy injury and identity theft” means:
A. any unauthorized disclosure of, inability to access, or inaccuracy with respect to, non-public personal information in violation of:
   1. the Named Insured’s privacy policy; or
   2. any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of non-public personal information, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.
B. the Insured’s failure to prevent unauthorized access to confidential commercial information;

“Privacy policy” means the Named Insured’s policies in written or electronic form that:
A. govern the collection, dissemination, confidentiality, integrity, accuracy or availability of non-public personal information; and
B. the Insured provides to its clients, customers, employees or others who provide the Insured with non-public personal information.

“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.

“Security breach” means the failure of the Named Insured’s network hardware, software, firmware, the function or purpose of which is to:
A. identify and authenticate parties prior to accessing the Named Insured’s network;
B. control access to the Named Insured’s network and monitor and audit such access;
C. protect against computer viruses;
D. defend against denial of service attacks upon the Named Insured or unauthorized use of the Named Insured’s network to perpetrate a denial of service attack; or,
E. ensure confidentiality, integrity and authenticity of information on the Named Insured’s network.

“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.

“Unauthorized access” means any accessing of information in the Insured’s care, custody or control by unauthorized persons or by authorized persons accessing or using such information in an unauthorized manner.

Unauthorized access also includes:
A. theft from the Insured of any information storage device used by the Insured to:
   1. store and retrieve information on the Insured’s network; or
   2. transport information between the Insured and authorized recipients;
B. any unauthorized use by the Insured of information in the Insured’s clients’ care, custody or control if accessed by the Insured in the course of rendering legal services.

IV. EXCLUSIONS

This Policy does not apply:
A. Intentional Acts

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

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

C. Status as Beneficiary or Distributtee

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

D. Contractual Liability

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

E. Insured vs. Insured

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

F. Capacity as Director, Officer, Fiduciary

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

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

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

G. Capacity as Public Official

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

H. Owned Entity

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

V. CONDITIONS

A. Notice

1. Notice of Claims

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

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.
   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 (3) 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 “private 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.

As used herein, the “private practice of law” means the practice of law performed by an Insured for a fee, including hourly, contingent or lump sum, as a sole practitioner or as a partner, officer, director, stockholder-employee, associate, manager, member or employee, of a law firm, or any agreement to act as an independent contractor or “Of Counsel” to a law firm. “Private practice of law” does not include the
practice of law by an Insured on an eleemosynary (a pro bono) basis or services performed by an Insured solely as a mediator or arbitrator.

E. Extended reporting periods limits of liability and deductibles

1. Automatic and optional extended reporting periods limits of liability and deductibles
   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.A. and B. of this Policy. The deductible applicable to such claims shall be part of and not in addition to the deductible as set forth in the Declarations and Section II.C. 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 the Declarations and Section II.A. and B. of this Policy. The deductible applicable to such claims shall be reinstated to an amount equal to the deductible as set forth in the Declarations and Section II.C. of this Policy.

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”.
   c. No Deductible
      No deductible shall apply to 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.

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

[Signatures]
AMENDMENT OF TERMINATION PROVISIONS LOUISIANA

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 mailing to the Named Insured, or by delivery of a written notice of cancellation to the last mailing address known to the Company. Notice will state the effective date of cancellation.

   c. If the Policy has been in effect for less than 60 days and is not a renewal, the Company will provide written notice at least:

      (1) 10 days before the effective date of cancellation if the Company cancels this Policy because the Insured has failed to pay a premium when due; or

      (2) 60 days before the effective date of cancellation if the Insured has failed to pay amounts in excess of the limit of the Company’s liability or within the amount of the deductible, or if the Company cancels for any other reason.

      The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

   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:

      (1) The Company may cancel upon 10 days written notice for nonpayment of premium; or

      (2) The Company may cancel upon 30 days written notice for one or more of the following reasons:

         (a) 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;

         (b) Activities or omissions by the Named Insured which change or increase any hazard insured against;

         (c) The Insured’s failure to comply with loss control recommendations;

         (d) Change in the risk which increases the risk of loss after the Company issued or renewed this Policy including any increase in exposure due to regulation, legislation, or court decision;

         (e) Determination by the Commissioner of Insurance that the continuation of this Policy would jeopardize the Company’s solvency or would place the Company in violation of the insurance laws of this or any other state;

         (f) The Insured’s violation or breach of any policy terms or conditions; or

         (g) Any other reasons that are approved by the Louisiana Commissioner of Insurance.

   e. If the Company cancels this Policy, the earned premium shall be computed pro rata. If the Named Insured cancels this Policy, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. 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. If the unearned premium is not returned within 30 days, interest of one-half percent per month will accrue.
f. Unearned premium/commission is to be returned within 30 days after the Named Insured cancels the policy.

g. The Company will provide the Named Insured, upon receipt of a written request by the Named Insured, a written statement setting forth the reason for cancellation, provided the Named Insured agrees in writing to hold the Company harmless from liability for any communication giving notice of or specifying the reasons for cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this regulation.

2. Nonrenewal

a. If the Company decides not to renew this policy, it will mail or deliver written notice of nonrenewal to the Named Insured at the mailing address last known to the Company, at least 60 days prior to:
   (1) the expiration date of this Policy, if the Policy is written for a term of one year or less; or
   (2) the anniversary date if this policy is written for a term of more than a year or with no fixed expiration date.

Notice will state the effective date of nonrenewal. Such notice will include the Named Insured’s loss run information for the period the policy was in force within, but not to exceed, the last 3 years. Delivery of such written notice by the Company shall be the equivalent of mailing.

b. The Company is not required to mail notice of nonrenewal if:
   (1) The Company has manifested in good faith its willingness to renew; or
   (2) The Named Insured has failed to pay any premium required for this Policy or fails to pay amounts in excess of the limit of the Company’s liability or within the amount of the deductible; or
   (3) The Named Insured fails to pay the premium required for renewal of this Policy.

c. The Company is not required to provide notice if:
   (1) The Company or another company within the Company’s insurance group offered to issue a renewal policy; or
   (2) The Named Insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.

d. The offering of terms and conditions different from the expiring terms and conditions does not constitute a refusal to renew.

3. Renewal

a. The Company will mail or deliver to the Named Insured at the address shown on the Policy, written notice of any rate increase, change in deductible, or reduction in limits of liability at least 30 days prior to the expiration date of the policy. If the Company fails to provide such 30 day notice, the coverage provided to the Named Insured at the expiring policy’s rate, terms and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the Named Insured whichever first occurs.

b. Notice is considered given 30 days following date of mailing or delivery of the notice. If the Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year’s rate. If the Named Insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy’s expiration or anniversary date.

c. This section shall not apply to:
(1) Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.

(2) Changes based upon the altered nature or extent of the risk insured.

(3) Changes in policy forms that are filed and approved with the Commissioner and applicable to an entire class of business.

(4) Changes requested by the Named Insured.

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, unless another effective date is shown below, and expires concurrently with said Policy.
PUNITIVE DAMAGES COVERAGE ENDORSEMENT

It is understood and agreed that Section III., DEFINITIONS, definition of Damages, 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, unless another effective date is shown below, and expires concurrently with said Policy.
AMENDATORY ENDORSEMENT - LOUISIANA

It is understood and agreed that the Policy is amended as follows:

I. The Section entitled INSURING AGREEMENT, paragraph entitled Defense, is deleted in its entirety and replaced by the following:

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, it will be submitted to arbitration or mediation if the Company and the Named Insured mutually agree to do so. In the event of arbitration, the decision of the arbitrators shall be non-binding and provided to both the Company and the Named Insured, and the arbitrators’ award shall not include attorney's fees or other costs. In the event of mediation, either the Company or the Named Insured shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least sixty (60) days shall have elapsed from the date of the termination of the mediation.

II. The Section entitled INSURING AGREEMENT, paragraph entitled Exhaustion of limits, is deleted in its entirety and replaced by the following:

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. 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.

III. The Section entitled DEFINITIONS, definition of "Claim expenses," is deleted in its entirety and replaced by the following:

"Claim expenses" mean:

A. fees charged by attorneys designated by the Company or by the Insured with the Company's written consent;
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 Policy Section II A.

Claim expenses do not include fees, costs or expenses of employees or officers of the Company, other than fees, costs and expenses charged by the Company's employed attorneys who may be designated to represent the Insured, with the Insured's prior consent. Nor shall claim expenses include salaries, loss of earnings or other remuneration by or to any Insured.

IV. The Section entitled EXCLUSIONS, paragraph entitled Capacity as Director, Officer, Fiduciary, is deleted in its entirety and replaced with the following:
Capacity as Director, Officer, Fiduciary
to any claim based on or arising out of an Insured’s capacity as:

1. a former, existing or prospective officer, director, shareholder, partner, manager, or member (or any equivalent position) of any entity, if such entity is not named in the Declarations; or

2. a trustee of a pension, welfare, profit-sharing, mutual or investment fund or investment trust, if such entity is not named in the Declarations; or

3. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law;

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

V. The Section entitled CONDITIONS is amended as follows:

A. The paragraph entitled Notice, sub-paragraph entitled Notice of Claims, is deleted in its entirety and replaced by the following:

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 expiration of the claims-made relationship to report a claim made against the Insured during the policy period, provided that the reporting of such claim is as soon as reasonably possible. Breach of this condition shall not result in exclusion of the claim with respect to an Insured who did not know of such claim provided that such Insured complies with this condition as soon as reasonably possible after learning of such claim.

As used herein, the term claims-made relationship means that period of time between the effective date of the first claims-made policy issued by the Company to the Named Insured and the termination, cancellation or non-renewal of the last consecutive claims-made policy between the Named Insured and the Company, where there has been no gap in coverage, but does not include any period covered by Extended Reporting Period coverage.

B. The paragraph entitled Subrogation, is deleted in its entirety and replaced by the following:

Subrogation

If the Company makes any payment under this Policy and the person to or for whom payment is made has a right to recover damages from another, the Company shall be subrogated to that right. However, the Company’s right to recover is subordinate to the Insured’s right to be fully compensated. 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.

C. The paragraph entitled Entire contract, sub-paragraph 4 is deleted in its entirety and replaced by the following:

4. no oral or written misrepresentation or warranty made in the negotiation of an insurance contract, by the Insured shall be deemed material or defeat or void the contract or prevent it attaching, unless the misrepresentation or warranty is made with the intent to deceive.
VI. The Section entitled Extended Reporting Periods, paragraph entitled Death or disability extended reporting period, sub-paragraph 1.b., is deleted in its entirety and replaced by the following:

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. Under such circumstances, the Insured must 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.

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, unless another effective date is shown below, and expires concurrently with said Policy.
AMENDATORY ENDORSEMENT - ACTION AGAINST COMPANY PROVISION - LOUISIANA

It is understood and agreed that Condition F. Action Against Company is deleted and replaced in its entirety by the following:

F. Action against the Company

A person or organization may bring a claim against the Company including, but not limited to a claim to recover on an agreed settlement or on a final judgment against an Insured; but the Company will not be liable for any amounts that are not payable under the terms of this Policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by the Company, the Insured, and the claimant or the claimant’s legal representative.

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)
CONTINENTAL CASUALTY INSURANCE COMPANY
CNA PLAZA
CHICAGO, ILLINOIS  60685

LAWYERS PROFESSIONAL LIABILITY POLICY

AMENDATORY ENDORSEMENT

ALTERNATIVE DISPUTE RESOLUTION PROVISION -
LOUISIANA

It is understood and agreed that Condition E. Alternative Dispute Resolution is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

POLICY NO. ______________________

THIS ENDORSEMENT FORMS A PART OF THE ABOVE-REFERENCED POLICY, AND TAKES EFFECT ON THE EFFECTIVE DATE
AND HOUR OF SAID POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW, AND EXPIRES CONCURRENTLY WITH
SAID POLICY.

ISSUED TO: ______________________

EFFECTIVE DATE OF THIS ENDORSEMENT ______________________

Complete only when this Endorsement is not prepared with the Policy or is not to be effective with the Policy.

Countersigned by ______________________

AUTHORIZED REPRESENTATIVE