



QBE Insurance Corporation Lawyers Professional Liability Application

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

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

A. General Information

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

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

Expenses in addition to Limits: Interested in quotation Currently have

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

Annual Aggregate Deductible: Interested in quotation Currently have

Deductible Applies to Damages Only: Interested in quotation Currently have

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

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

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

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

5. a. Number of attorneys who joined or left the Named Insured with the past two years: _____ Joined _____ Left
 b. Number of non-attorney Staff currently employed by the Firm: _____
6. Gross Billings of the **Named Insured** by Year: Current Year (estimated) \$ _____ Last Year \$ _____
7. Please complete the following chart for your 5 (five) largest clients based either on your gross revenue or billable hours (check one).

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

8. Does the **Named Insured** practice from Additional Locations? Yes No
 If yes, please provide details on the last page of this **Application**, including the address of such locations, the name of the Partner in charge, the % of the **Named Insured's** total gross revenues from such location, the # of attorneys and staff at each location, and how such offices are controlled.

B. Firm Practice Profile

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

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

C. Firm Insurance History

10. For the past five years, state:

Carrier Name	# of Attys	Limits	Deductible	Effective Dates	Premium

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

D. Internal Procedures

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

16. Engagement Letters

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

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

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

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

E. Firm Clients, Billing and Collection

19. In the past three years, how many times has the **Named Insured** sued, entered into arbitration, or sent outstanding client bills to a collection agency in order to collect fees? _____

If more than 2 times,

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

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

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

F. Attorney Profiles

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

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

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

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

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

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

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

G. Claims Experience

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

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

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

H. Warranty

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

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

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

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

Producer: _____

Producer Signature _____ Date _____

(Florida Only) License No: _____

Fraud Prevention – General Warning

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

Attention: Insureds in AL

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Attention: Insureds in AR

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

Attention: Insureds in CO

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

Attention: Insureds in DC

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

Attention: Insureds in FL

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

Attention: Insureds in KS

A person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with the intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Attention: Insureds in KY

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

Attention: Insureds in LA

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

Attention: Insureds in MD

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

NOTICE: Insureds in MN

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Attention: Insureds in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Attention: Insureds in NM

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Attention: Insureds in OH

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Attention: Insureds in OK

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Attention: Insureds in OR

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

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- C. The information was either:
 - 1. Material to the risk assumed by us; or
 - 2. Provided fraudulently.

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

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

Attention: Insureds in PA

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

Attention: Insureds in RI

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

Attention: Insureds in TN, VA, and WA

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Application Addendum

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

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

H. Representation

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

material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Insureds further agree that in the event of any material misrepresentation or omission in the Application, including materials submitted to or obtained by the underwriter, this Policy may be void pursuant to Section 627.409, Florida Statutes. The undersigned authorized owner, partner, director or officer of the applicant declares that the statements set forth herein are true. The undersigned agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, that he/she will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

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

H. Warranty

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

Applicable in Kansas and South Dakota: The following statement is added and supersedes any conflicting statement in the application:

H. Warranty

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

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

H. Warranty

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

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

H. Warranty

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

Applicable in NJ: The provision stating "CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY" in the Notice at the top of this application is replaced with the words "CLAIM EXPENSES MAY BE INCLUDED WITHIN THE LIMIT OF LIABILITY".

Predecessor Firms (please attach additional sheets as necessary)

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

Outside Interests (please attach additional sheets as necessary)

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

Supplemental Information

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

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____



REAL ESTATE SUPPLEMENT

(Complete this Supplement if any of the Firm attorneys practice in Real Estate)

- INSTRUCTIONS:**
- Please answer all the questions. This information is required to make an underwriting and pricing evaluation. Your answers hereunder are considered legally material to that evaluation.
 - If a question is not applicable, state "N/A". If more space is required to answer a question, please provide details on the last page of the **Application**, or attach additional sheets as necessary.
 - Please sign this supplement to include this completed form as part of the **Application**.

Named Insured/ Applicant: _____

1. For each of the past two years, state the percentage of gross revenue generated by the Firm's Real Estate practice derived from:

Area of Practice	% Gross Real Estate Revenue Generated by this Area of Practice:	
	Current Year	Last Year
a. Commercial Property Purchase/Sale	_____ %	_____ %
b. Commercial Landlord/Tenant	_____ %	_____ %
c. Residential Property Purchase/Sale or Landlord/Tenant	_____ %	_____ %
d. Land Use Development	_____ %	_____ %
e. Negotiation/Preparation of Mortgages	_____ %	_____ %
f. Foreclosure, Trustees' Sales	_____ %	_____ %
g. Other (explain): _____		

2. Are attorneys permitted to represent more than one party in the same transaction?

Yes No

3. When your firm represents a lender in a real estate transaction, does your firm require that the borrower(s) sign an acknowledgement form specifying that your firm does not represent the borrower(s) in such transaction?

Yes No

4. Does the Real Estate Practice include valuation analyses of real estate transactions?

Yes No

5. Is the Firm ever compensated by commission or as a percentage of the value of the transaction?

Yes No

6. Title Services

Does the Firm perform any title services?

Yes No

- If yes, what is the average number of title searches performed per year for the last 3 years? _____

- If yes, does the Firm issue title opinions?

Yes No

- If yes, are property records searched by a Firm attorney?

Yes No

- If no, does the Firm use an outside vendor to perform title searches?

Yes No

- If yes, does the Firm require vendors to carry E&O insurance coverage?

Yes No

7. Are attorneys permitted to undertake escrow functions?

Yes No

8. Does the Applicant maintain and strictly adhere to a written protocol for the verification of any original transfer of funds instructions and any subsequent change of instructions for the disbursement of funds in excess of \$5,000 prior to the release or transfer of such funds from an account of the Applicant or controlled by the Applicant by requiring all three of the following:

a. the completion of an answered outbound telephone call to another employee or a legitimate party to a transaction involving the Applicant in order to confirm the original and/or subsequent changed wire instructions or mailing address;

Yes No

b. the documentation of the telephone conversation, the confirmation of the wire instructions or mailing address, and the method used to obtain the phone number in the Applicant's records for each transaction;

Yes No

c. with respect to a telephone call to a legitimate party to a transaction involving the Applicant, the use of a phone number to call such legitimate party obtained from an independent third party, such as the internet.

Yes No

9. Does the Firm, or any attorney of the Firm, have any ownership interest in a **Title Agency**?

Yes No

- If yes, does such **Title Agency** carry separate errors & omissions liability coverage?

Yes No

If interested in endorsing coverage for such Title Agency on your policy, please complete the Title Agency Supplement.

10. For each of the past three years, state the average dollar value of real estate matters handled:
Current Year: \$ _____ Last Year: \$ _____ Two Years Ago: \$ _____

11. What is the dollar value of the largest single value real estate matter handled by the Firm in the past five years?
\$ _____

12. Is the Firm's Real Estate practice comprised of a collective total of more than 10% of the following services: Development, Limited Partnership, Syndication or Real Estate Investment Trusts (REIT)?

Yes No

If yes, please describe services:

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

Fraud Prevention

Attention: Insureds in Florida

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

Attention: All Other Insureds

Refer to— Fraud Notice in the **Application**.