

CLAIMS-MADE COVERAGE DISCLOSURE FORM
IMPORTANT NOTICE TO INSURED

THIS DISCLOSURE FORM IS NOT YOUR POLICY. IT DESCRIBES SOME OF THE MAJOR FEATURES OF YOUR CLAIMS-MADE COVERAGE. READ YOUR POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

DEFINITIONS:

1. "Claims-made policy" or "claims-made coverage" means an insurance policy or coverage that provides coverage only if a claim is first made during the policy period or any applicable extended reporting period. A claim first made during the policy period could be covered under a claims-made policy even if the incident giving rise to the claim occurred many years prior to the policy period. Incidents that occurred prior to the retroactive date are not covered.
2. "Company" means National Liability & Fire Insurance Company®.
3. "Extended reporting period" means the period of time after the cancellation or nonrenewal of claims-made coverage during which the Insured may report a claim or potential claim. This is also known as an "extension contract" or "tail."
4. "Occurrence policy" or "occurrence coverage" means an insurance policy or coverage that provides liability coverage only for incidents occurring during the policy period, regardless of when the claim is actually made. Therefore, a claim made during the current policy period would not be covered by the current occurrence policy if the incident giving rise to the claim occurred prior to its effective date. Instead, the claim would be covered by the occurrence policy which was in effect at the time the incident giving rise to the claim took place.
5. "Retroactive date" means the date listed on a claims-made policy on or after which the incident giving rise to a claim must have taken place for coverage to exist under the policy.

YOUR POLICY: Claims-made coverage is limited to claims first made during the policy period. It is also limited to loss arising from incidents occurring on or after the retroactive date. Upon termination of your claims-made coverage, the option of purchasing an extended reporting period will be offered to you by the Company.

Claims-made policies and occurrence policies offered by the Company cover the same risks. The only difference is how your coverage is triggered - by the date on which the claim is made (claims-made policy) or the date on which the incident giving rise to the claim occurred (occurrence policy).

A claim is considered made if the Insured first receives written notice of legal action for damages, or a written notification of an intention to hold the Insured responsible for damages, during the policy period and reports the claim to the Company in accordance with the Company's reporting requirements outlined for the coverage. For certain claims-made coverages, a claim is also considered made if the Insured notifies the Company, in writing and during the policy period, of an incident from which the Insured reasonably believes allegations of liability may result.

PRINCIPAL BENEFITS: Claims-made coverage provides coverage, subject to the terms and conditions of the policy, for claims first made during the policy period, based on incidents occurring on or after the retroactive date, up to the maximum dollar limit specified in the policy.

The principal benefits and coverages are explained in detail in your claims-made policy. Please read it carefully and consult your local National Liability & Fire Insurance Company agent or your broker about any questions you might have.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS: Your claims-made coverage contains certain exceptions, reductions and limitations. Please read them carefully and consult your local National Liability & Fire Insurance Company agent or your broker about any questions you might have.

RENEWALS AND EXTENDED REPORTING PERIODS: Your claims-made coverage has some unique features relating to renewal, extended reporting periods and coverage for events with long periods of potential liability exposure.

If there is a retroactive date in your policy, no incidents prior to the retroactive date will be covered under the policy even if a resulting claim is made against you during the policy period. It is therefore important for you to be certain that there are no gaps in your insurance coverage. These gaps can occur in several ways. Among the most common are:

1. If you switch from an occurrence policy to a claims-made policy, the retroactive date in your claims-made policy should be no later than the expiration date of the occurrence policy.
2. When replacing a claims-made policy with a claims-made policy, you should consider the following:
 - a. The retroactive date in the replacement policy should be no later than the retroactive date of the previous policy, or
 - b. If the retroactive date in the replacement policy is later than the retroactive date of the previous policy, you should consider purchasing an extended reporting period under the previous claims-made policy.
3. If you replace this claims-made policy with an occurrence policy, you will not have insurance coverage for a claim arising during the period of claims-made coverage unless you have purchased an extended reporting period under the claims-made policy. The Company guarantees to offer an extended reporting period that will provide for additional time to report claims that occur after the retroactive date but prior to the expiration date of the claims-made policy for at least one year after the expiration of the claims-made policy at a premium not to exceed 200% of your last policy premium. You will have 60 days to accept this coverage by paying the proper premium.

CAREFULLY REVIEW YOUR POLICY REGARDING THE AVAILABLE EXTENDED REPORTING PERIOD, INCLUDING THE LENGTH OF COVERAGE, THE PRICE AND THE TIME PERIOD DURING WHICH YOU MUST PURCHASE OR ACCEPT ANY OFFER FOR THE EXTENDED REPORTING PERIOD.

ENFORCEMENT: Noncompliance with this regulation may result, after proper notice and hearing, in the imposition of sanctions made available in the Colorado statutes pertaining to the business of insurance or other laws including the imposition of fines and/or suspension or revocation of a license.

SEVERABILITY: If any provision of this regulation or the application thereof to any person or circumstance is for any reason held to be invalid, the remainder of the regulation and the application of such provision to other persons or circumstances shall not be affected thereby.

By my signature on this application I acknowledge that I have read and understand the content of this notice.

General Information

This application is for a claims-made and reported policy.

Producer Name _____ Producer Number _____ Policy Number _____

Please print legibly and answer all questions. If a question is not applicable, write "N/A." If additional space is needed, please attach the information and reference the question. Please attach a copy of the applicant's letterhead(s) and current policy declarations page.

1. General Information: Applicant (Firm) Name _____

Street Address _____ Suite _____ City _____

State _____ Zip _____ County _____ Phone _____ Fax _____

Website Address _____ Date Firm Established ____/____/____

Contact Person's Name _____ Title _____ E-Mail Address _____

2. Does the applicant have any other locations or branch offices? Yes No

If yes, provide the following for each location:

Street Address _____ Suite _____ City _____

State _____ Zip _____ County _____

3. Is the applicant engaged solely in the full-time private practice of law? Yes No

If no, please explain:

4. Is the applicant a solo practitioner? Yes No

If yes, does the applicant have an attorney who will handle their practice and legal matters on their behalf if they are absent for an extended period of time?

Yes No

If yes, please provide their full name: _____

5. Does the applicant share any of the following with other attorneys or firms? Yes No

If yes, please select all that apply and give full particulars of the sharing practices:

Office Space Expenses Support Staff Letterhead Cases Fees

Insurance History and Information

6. Does the applicant have any predecessor firms for which coverage is being sought? Yes No

If yes, list all predecessor firms of the applicant for which coverage is being sought under this policy. (Predecessor firm means an attorney, firm or professional legal corporation engaged in the practice of law to whose financial assets and liabilities the applicant is the majority successor in interest.)

Name of Firm	Date Formed (MM/YYYY)	Date Dissolved, Merged, etc. (MM/YYYY)	% of Assets Assumed	% of Liabilities Assumed	Number of Attorneys

Attach an addendum using this format if additional space is required. If this question is left blank, coverage will not be provided for any predecessor firm.

7. Current Policy Retroactive Date: ____/____/____

8. Limits Requested (check one):

- | | | | | |
|--|--|--|--|--|
| <input type="checkbox"/> \$100,000/\$300,000 | <input type="checkbox"/> \$200,000/\$500,000 | <input type="checkbox"/> \$200,000/\$600,000 | <input type="checkbox"/> \$250,000/\$500,000 | <input type="checkbox"/> \$250,000/\$750,000 |
| <input type="checkbox"/> \$500,000/\$500,000 | <input type="checkbox"/> \$500,000/\$1M | <input type="checkbox"/> \$500,000/\$1.5M | <input type="checkbox"/> \$750,000/\$1.5M | <input type="checkbox"/> \$1M/\$1M |
| <input type="checkbox"/> \$1M/\$2M | <input type="checkbox"/> \$1M/\$3M | <input type="checkbox"/> \$2M/\$2M | <input type="checkbox"/> \$2M/\$3M | <input type="checkbox"/> \$2M/\$4M |
| <input type="checkbox"/> \$3M/\$3M | <input type="checkbox"/> \$3M/\$5M | <input type="checkbox"/> \$4M/\$4M | <input type="checkbox"/> \$5M/\$5M | <input type="checkbox"/> Other |

9. Deductible Requested (check one):

- | | | | | |
|-----------------------------------|--------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> \$0 | <input type="checkbox"/> \$1,000 | <input type="checkbox"/> \$2,500 | <input type="checkbox"/> \$5,000 | <input type="checkbox"/> \$10,000 |
| <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$20,000 | <input type="checkbox"/> \$25,000 | <input type="checkbox"/> \$30,000 | <input type="checkbox"/> \$35,000 |
| <input type="checkbox"/> \$50,000 | <input type="checkbox"/> Other _____ | | | |

Insurance History and Information

10. Expiration Date of Applicant's Current Lawyers Professional Liability Policy: ____/____/____

Please list any and all primary and excess lawyers professional liability policies carried by the applicant or any predecessor firms for each of the last five years, including any extended reporting periods:

Policy Period <small>(MM/DD/YYYY to MM/DD/YYYY)</small>	Insurance Company	Limits <small>(Per claim/Agg)</small>	Deductible <small>(Per claim/Agg)</small>	Premium (\$)	Number of Attorneys

11. Have there been any gaps in continuous claims-made coverage for the last 8 years? Yes No

If yes, please provide date(s) and the reason(s) in an addendum to this application.

Financial Information

12. Provide the applicant's gross revenues:

Prior Fiscal Year: _____ Year End Date: ____ / ____ Gross Revenues (\$): _____

Two Years Prior: _____ Year End Date: ____ / ____ Gross Revenues (\$): _____

13. What percentage of the applicant's billings are over 90 days overdue? _____ %

14. Has the applicant filed any suits against its own clients in the last five years to enforce the collection of unpaid fees? Yes No

If yes, how many? _____ What is the procedure for determining whether to file a suit for fees?

15. Does the applicant have any single client that represents more than 25% of its gross revenues? Yes No

If yes, please provide each such client's name, industry, a description of the services provided by the applicant and the percentage of the gross revenues that client represents in an addendum to this application.

16. Has the applicant or any of its past or present attorneys served as an officer, director or employee of a for-profit or non-profit enterprise other than the applicant, or had any kind of debt, equity or ownership interest in a client of the applicant, or engaged in any business venture with a client of the applicant? Yes No

If yes, complete the outside interests supplement.

Professional Staff

17. Please list the total number of all non-attorney employees: Law Clerks: _____ Paralegals: _____ Investigators: _____

Clerical/Office Staff: _____ Abstractors/Title Agents: _____ Other: _____

18. Please list total number of attorneys: In applicant this year: _____ In applicant last year: _____

Leaving applicant in the last 12 months: _____ Joining applicant in the last 12 months: _____

19. Please list all of the applicant's attorneys, including but not limited to all owners, principals, partners, officers, associates, employed attorneys and of counsel, for whom coverage is being sought. Coverage only applies to professional services performed on behalf of the applicant. Please use the following status codes: P=partner; A=associate or employed lawyer; OC=of counsel; IC= independent contractors for whom you seek coverage. Attach an addendum in this format if more space is required.

Full Name	Status	# of Years in Practice	States Admitted to The Bar	Date Joined Firm (mm/yyyy)	Hours Worked Per Week

20. Do all of the applicant's attorneys comply with state CLE requirements? Yes No

Areas of Practice

Using the chart below, please identify the applicant's areas of practice based on the applicant's gross billings in the most recent complete fiscal year.

Admiralty/Maritime		Elder Law (Not Tax or ETP)	%	Personal Injury/Property Damage*	
% Plaintiff	%	Entertainment Law*		% Class Action/Mass Tort Plaintiff	%
% Defense	%	% Including Money Management	%	% Class Action/Mass Tort Defense	%
% Other _____	%	% Excluding Money Management	%	% Medical Mal. Plaintiff	%
Antitrust/Trade Regulation		Environmental Law		% Medical Mal. Defense	%
% Plaintiff	%	% Plaintiff	%	% Other PI/BI Plaintiff	%
% Defense	%	% Defense	%	% Other PI/BI Defense	%
% Other _____	%	% Other _____	%	Real Estate*	
Appellate	%	Estate/Trust/Probate		% Commercial	%
Bankruptcy	%	% Estate Planning	%	% Residential	%
% Creditor	%	% Trust Administration	%	Securities/Bonds*	
% Debtor	%	% Other	%	% Corporate	%
% Court Appointed Trustee	%	Family Law		% Other (Including Gov't Bonds)	%
Business Formation & Alteration		% Pre-Nuptial/Divorce	%	Taxation	
% Formation/Dissolutions	%	% Adoption	%	% Tax Shelters/Opinions	%
% Merger/Acquisition	%	% Other _____	%	% Corporate Tax Preparation	%
% Other _____	%	Government		% Other _____	%
Business Transactions/Commercial Law		% General or Financial Advice	%	Worker's Compensation	
% Public Corporations	%	% Defense	%	% Employer/Defense	%
% Private Corps./Individuals	%	% Lobbying/Other _____	%	% Employee/Plaintiff	%
% Other _____	%	Financial Institutions*	%	Other (Please Describe)	%
Civil Rights & Discrimination		Immigration & Naturalization	%		
% Plaintiff	%	Intellectual Property*			
% Defense	%	% Patent	%		
% Other _____	%	% Trademark/Copyright	%		
Collections		% Litigation	%		
% Creditor	%	International Law	%		
% Debtor	%	Labor/Employment			
% Other _____	%	% Management	%		
Construction Law/ Bldg. Contracts		% Union/Labor	%		
% Plaintiff	%	% Other _____	%		
% Defense	%	Natural Resources/Oil & Gas			
% Transactional	%	% Plaintiff	%		
Consumer Claims (Not Class Actions)	%	% Defense	%		
Criminal Law	%	% Other _____	%		
				Total Should Equal → 100%	

* Please complete the appropriate supplemental application if the applicant provides services in the areas of entertainment, financial institutions, intellectual property, personal injury/property damage—plaintiff, real estate or securities.

Risk Management

21. Check all that apply to the applicant's client screening and communication procedures. With respect to clients or matters, does the applicant:

- Routinely use engagement letters for new clients and matters
- Routinely use written fee agreements/retainer letters for new clients or matters
- Routinely use non-engagement letters to decline a new client or matter
- Routinely use disengagement letters to end representation
- Have written procedures and forms for client screening and communication
- Use applicant's or another's website for client intake, screening or communication
- None of the above

22. Check all that apply to the applicant's conflict of interest procedures. With respect to conflict of interest checking, does the applicant have:

- Oral/Memory System
- Computerized System
- Index File System
- Client Lists System
- Written Procedures
- No System

23. Check all that apply to the applicant's calendaring or docket control procedures. With respect to calendaring or docket control, does the applicant have:

- At least two independent controls, calendars or systems
- A designated docket control or calendaring person responsible for the firm's calendar and deadlines
- A computer system
- None of the above

VIII. Claims History

Please complete the claim/suit information supplement for each claim, potential claim or suit.

24. In the past five years, has the applicant or any attorney for whom coverage is sought ever been involved, directly or indirectly, in a claim, potential claim, or suit arising out of the rendering or failing to render legal services?

- Yes No If yes, how many? _____

25. Is the applicant or any attorney for whom coverage is sought aware of any act, error, omission, or incident that might reasonably be expected to result in a claim or suit being made against them?

- Yes No If yes, how many? _____

26. Has the applicant or any attorney for whom coverage is sought ever been disbarred, refused admission to practice law, suspended, reprimanded, sanctioned, fined, placed on probation, held in contempt, or the subject of disciplinary action of any kind by a court, administrative or regulatory body?

- Yes No If yes, please give the full particulars for each instance in an addendum to this application.

27. After inquiry has the applicant or any of its past or present attorneys ever been convicted of a felony or a crime of moral turpitude?

- Yes No

28. Has any lawyers professional liability carrier that has issued coverage to the applicant ever canceled, refused to renew, or reduce limits on renewal of such coverage?

- Yes No If yes, please give the full particulars for each instance in an addendum to this application.

Important Notice

This insurance is for a claims-made and reported policy. This insurance is limited to liability for injuries for which claims are first made during the policy period arising out of incidents or acts that first occurred on or after the applicable retroactive date. Please read and review the policy carefully.

Fraud Notice

Under the laws of your state, it may be a criminal offense to knowingly provide false, incomplete, or misleading information to an insurance company. Penalties for fraud may result in one or more of the following: imprisonment, fines or denial of insurance benefits.

Mandatory: All Colorado applicants must read the following:

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 from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Please Read and Sign

The applicant shall immediately inform the company if any statements made on this application (including attachments) were inaccurate or misleading when submitted, or are no longer accurate, or have become misleading. In the event that the applicant's statements are reasonably determined by the company to be untrue or misleading then the company shall have all rights allowed pursuant to applicable law. The company shall also have the right to increase the premium, deductibles or retentions consistent with how the company might have responded if fully accurate and non-misleading information had been submitted. Completion of this form does not bind coverage or obligate the company to offer coverage. The company's receipt of the applicant's acceptance of the company's quotation is required before the coverage may be bound and a policy issued. The applicant agrees to cooperate with the company in implementing an ongoing program of loss control and will allow the company to review and monitor such programs that the applicant undertakes in managing its professional insurance exposures. The applicant hereby authorizes and directs any person or organization whatsoever to release and furnish to the company, and its agents or representatives, any and all information requested which may relate to insurability under the policy. The applicant furthermore authorizes the release of all such information by the company as required by law to any governmental agency or professional society or association. The applicant furthermore releases and agrees to hold harmless the company, and all of its agents and representatives, any prior insurer, governmental agency, or professional society or association from any liability arising out of the release or review of any and all information released or furnished pursuant to this authorization and application for insurance, notwithstanding the fact that there may be errors, omissions, or mistakes contained in such released information.

Signature of authorized individual

Title

Date

Print Name