

LAWYERS PROFESSIONAL LIABILITY APPLICATION

NOTICE: THE POLICY FOR WHICH YOU ARE APPLYING IS A CLAIMS-MADE POLICY. THE POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF ELECTED, THE EXTENDED REPORTING PERIOD, SUBJECT TO THE POLICY PROVISIONS. DEFENSE COSTS ARE APPLIED AGAINST THE APPLICABLE RETENTIONS. DEFENSE COSTS REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY. THE INSURER IS NOT LIABLE FOR ANY LOSS, WHICH INCLUDES DEFENSE COSTS, IN EXCESS OF THE APPLICABLE LIMITS OF LIABILITY.

SECTION I – APPLICANT INFORMATION			
Name of Applicant Firm:			
Address:			
City:	State:	Zip Code:	
County:	Telephone:	Date Established:	
Website Address:			
Primary Contact Name:	Primary Contact Title:		

SECTION II – COVERAGE INFORMATION			
1. Desired Limit: \$	Desired Retention: \$	Effective Date:	
2. Number of Lawyers this year:	Total number of non-lawyer support staff:		
(Please complete the attached roster for each lawyer seeking coverage.)			
3. Provide the following financial information:			
Gross Revenues:	<i>Last Fiscal Year</i>	<i>1st Prior Fiscal Year</i>	<i>2nd Prior Fiscal Year</i>
\$	\$	\$	
4. Percentage of the Applicant Firm's receivables currently over 120 days:		%	
5. Confirm the number of suits for collection of fees that have been filed by the Applicant Firm during the past two years:			
6. Confirm the average fee suit amount: \$			
Have steps been taken to avoid a possible countersuit?			Yes No
7. Does the Applicant Firm utilize an outside firm to assist with collecting outstanding client receivables?			Yes No
8. Does the firm practice from additional locations?			Yes No
Location (City, State)		Number of Lawyers	

9. Predecessor Firms (Any partnership, professional corporation, professional association, limited liability partnership or limited liability corporation engaged in the practice of law; and to whose financial assets and liabilities the Applicant Firm is the majority successor in interest.)								None		
Name of the Predecessor Firm				Date Established		Date of Merger				
10. Does the firm share office space with any other law firm(s) or attorney(s)?								Yes	No	
If Yes:										
a. Does the other law firm(s) or attorney(s) maintain separate staff and office systems?								Yes	No	
b. Does the other law firm(s) or attorney(s) utilize separate letterhead from the Applicant Firm?								Yes	No	
c. Does the other law firm(s) or attorney(s) maintain separate LPL insurance?								Yes	No	
11. Does any client account for 25% or more of the Applicant Firm's gross billings?								Yes	No	
If Yes, please complete the below table:										
Client Name			% of Gross Billings			Area(s) of Practice				
			%							
			%							
			%							
12. Do any Applicant Firm lawyers serve as a director, officer, trustee, partner, exercise any fiduciary control over, or hold any ownership or equity interest in any organization other than the Applicant Firm?								Yes	No	
If Yes, please complete the below table:										
Lawyer Name	Organization Name	Profit or Non-Profit		Client of the Firm?		Position Held by Lawyer	% of Equity Interest Held	% of Firm's Billings	Separate D&O Insurance?	
		FP	NFP	Yes	No				Yes	No
		FP	NFP	Yes	No		%	%	Yes	No
		FP	NFP	Yes	No		%	%	Yes	No
		FP	NFP	Yes	No		%	%	Yes	No

SECTION III – INTERNAL PROCEDURES

13. Check all that apply:

	Full-Time Office Administrator		Engagement Letters
	Dual Docket Controls (manual)		Fee Agreements
	Dual Docket Controls (computerized)		Retainer Agreements
	Docket Clerk		Settlement Agreement Letters
	Conflict of Interest Procedure		Disengagement Letters
	Conflict of interest requires management approval		Written document retention procedures
	Declination / Non-Engagement Letters		Potential conflict of interest confirmed in writing and signed by client(s)
	Background check of potential clients prior to acceptance		Dedicated contact or committee for handling claims/potential claims
	Written policy requires notice of claims/potential claims be reported as soon as employee/attorney is made aware of the claim/potential claim		Allow the use of Artificial Intelligence software to draft documents. If checked, please attach description.

SECTION IV – INSURANCE HISTORY

14. Confirm the Applicant Firm's professional liability insurance purchased for the last five (5) years:

Insurance Carrier	Expiration Date	Limit of Liability	Retention	Premium	# of Lawyers
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	

15. Current Prior Acts / Retroactive Date:

16. Has any insurance carrier canceled, declined, refused to renew or rescinded any Applicant Firm's, or any Predecessor of the Applicant Firm's, professional liability insurance policy? **If Yes, please provide details:** Yes No

17. Has the Applicant Firm, or any Predecessor of the Applicant Firm ever purchased an Extended Reporting Period (ERP)? **If Yes, please provide details:** Yes No

SECTION V – AREAS OF PRACTICE

18. Complete the chart below based on the Applicant Firm's gross revenues (must equal 100%).

Area of Practice (Round to the nearest whole percent)	%	Area of Practice (Round to the nearest whole percent)	%
Administrative Law	%	Government	%
Admiralty / Maritime – Defense	%	Healthcare	%
Admiralty / Maritime – Plaintiff	%	High Net Worth – Estate/Trust/Probate & Family Law	%
Admiralty / Maritime – Non-Litigation / Regulatory	%	Immigration – EB5 Visas	%
Anti-Trust / Trade Regulation	%	Immigration/Naturalization	%
Arbitration and Mediation (non-SEC)	%	Insurance Defense – MVA	%
Banking/Financial	%	Insurance Defense – All Other	%
Bankruptcy	%	Intellectual Property – Copyright / Trademark	%
BI/PD – Defense	%	Intellectual Property – Litigation	%
BI/PD - Plaintiff	%	Intellectual Property – Patent	%
Bonds	%	Intellectual Property – Patent Prosecution	%
Cannabis	%	International Law	%
Class Action / Mass Tort – Defense	%	Investment Counseling / Money Management	%
Class Action / Mass Tort - Plaintiff	%	Labor – Management	%
Collections (Debt/FDCPA)	%	Labor – Union / Employee	%
Collections	%	Labor – Wage and Hour	%
Commercial Litigation – Defense	%	Medical Malpractice – Defense	%
Commercial Litigation - Plaintiff	%	Medical Malpractice – Plaintiff	%
Corporate Formation / Alteration	%	Municipal (No Bonds)	%
Corporate General	%	Nursing Home – Defense	%
Corporate Litigation	%	Nursing Home – Plaintiff	%
Corporate – Secured Transactions	%	Oil / Gas	%
Communications	%	Products Liability – Defense	%
Construction	%	Products Liability - Plaintiff	%
Criminal Law	%	Real Estate – Closings / Title	%
Criminal Law – White Collar Crime	%	Real Estate - Development	%
Cryptocurrency	%	Real Estate - Foreclosures	%
Elder Law	%	Real Estate – HOA / COA	%
Employment / Civil Rights - Defense	%	Real Estate – REITs / Ltd. Partnerships	%
Employment / Civil Rights – Plaintiff	%	Securities – Arbitration / Litigation	%
Employment / Civil Rights – Non-Litigation	%	Securities – Private Placements	%
Environmental Law – Energy	%	Securities – Public Offerings	%
Environment Law – Non-Litigation	%	Securities - Regulatory	%
Environment Law - Regulatory	%	Social Security	%
Environmental Law – Toxic Tort	%	Tax – Corporate	%
ERISA / Employee Benefits	%	Tax – Individual	%
Estates / Trusts / Probate w/Assets +/- \$1mm	%	Tax Opinions	%
Estates / Trusts / Probate w/Assets +/- \$5mm	%	Workers Compensation - Defense	%
Family Law – Adoption	%	Workers Compensation - Plaintiff	%
Family Law – Child Custody / Guardianship	%	Wrongful Death – Defense	%
Family Law – Divorce w/Assets +/- \$1mm	%	Wrongful Death – Plaintiff	%
Family Law – Divorce w/Assets +/- \$5mm	%	= 100%	

SECTION VI – LAWYER DETAIL

19. Complete the grid below for each lawyer seeking coverage under the proposed policy.

***Designation Key:**

P Partner / Principal / Owner / Officer **A** Associate / Employee **IC** Independent Contractor
OC Of Counsel **R** Retired

	Lawyer Name	Designation*	Date of Hire	Date Admitted	Average Weekly Hours Worked		
					10 Hrs. or less	11-25 Hrs.	26+ Hrs.
1.							
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SECTION VII – CLAIMS AND DISCIPLINARY HISTORY		
20. In the past five (5) years, have any professional liability claims, suits or proceedings been made against the Applicant Firm, any Predecessor of the Applicant Firm, or any past or present lawyer of the Applicant Firm? If Yes, please complete the AmTrust Claim Supplement for each matter.	Yes	No
21. Is the Applicant Firm or any lawyer in the Applicant Firm aware of any fact, circumstance or situation which may reasonably be expected to give rise to a professional liability claim or suit against the Applicant Firm, any Predecessor of the Applicant Firm, or any past or present lawyer of the Applicant Firm? If Yes, please complete the AmTrust Claim Supplement for each matter.	Yes	No
22. Has the Applicant Firm or any individual or entity seeking coverage ever been the subject of a disciplinary proceeding, criminal proceeding, or refused admission to practice, disbarred, suspended, formally reprimanded, sanctioned, censured, or disciplined by any court, administrative agency, professional association, state licensing board, or any federal, state or local authority? If Yes, please provide full documentation.	Yes	No
23. Has the Applicant Firm reported each matter in Questions 20 through 22 to its current and/or former professional liability insurance carrier?	Yes	No

NOTE: Without prejudice to any other rights or remedies of the insurer, it is agreed that if such knowledge or information exists, any claim based on, arising from, or in any way relating to such fact, circumstance, situation, transaction, event, act, error, omission, misstatement, misleading statement neglect, breach of duty or other matter of which there is knowledge or information shall be excluded from coverage under the insurance being applied for.

FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or another 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 may be a crime and may subject the person to criminal penalties.

ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO, RHODE ISLAND, VIRGINIA and WEST VIRGINIA: 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. In Alabama, Arkansas, Louisiana, Rhode Island and West Virginia that person may be subject to fines, imprisonment or both. In New Mexico, that person may be subject to civil fines and criminal penalties. In Virginia, penalties may include imprisonment, fines and denial of insurance benefits.

CALIFORNIA: For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO: 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.

DISTRICT OF COLUMBIA: 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.

FLORIDA: Any person who knowingly and with intent to injure, defraud or deceive the Insurer, files a statement of claim or an Application containing any false, incomplete or misleading information is guilty of a felony. In Florida it is a felony to the third degree.

KANSAS: An act committed by any person who, knowingly and with 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 the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance 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.

KENTUCKY: 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 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.

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

MARYLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or 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.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW YORK: Any person who knowingly and with intent to defraud any insurance company or any 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 shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.

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

OKLAHOMA: 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.

OREGON: 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 may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA: 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 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.

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

VERMONT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Representation Statement

IT IS AGREED THAT ANY CLAIM BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM, IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY PROFESSIONAL LIABILITY CLAIM, SUIT, FACT, CIRCUMSTANCE OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN RESPONSE TO QUESTIONS 20 & 21 ABOVE WILL BE EXCLUDED FROM THE PROPOSED COVERAGE.

PLEASE READ CAREFULLY: The signatory, acting on behalf of the Applicant Firm and all proposed insureds, declares that the statements set forth herein are true and accurate and that thorough efforts have been made to obtain sufficient information from each proposed insured in order to facilitate proper and accurate completion of this application. The information provided in this application is for underwriting purposes only and does not constitute notice to the insurer under any policy of a claim, potential claim or incident.

The signatory agrees that the application and all other materials submitted to the insurer are their statements, are incorporated in and constitute a part of the policy, if issued, and shall be deemed attached to the policy as if physically attached. The signatory represents that the statements and representations in the application and all other materials submitted to the insurer shall be deemed material to the acceptance of the risk and that the policy, if issued, is issued in reliance upon the truth and accuracy of such statements and representations. It is agreed by the signatory, this application, together with any other materials submitted to the insurer, have been completed as respects the entire Applicant Firm and all proposed insureds.

The signatory further declares that if any significant change in the condition of the Applicant Firm or proposed insureds is discovered, between the date this application was signed and the effective date of the policy, which would render the information in this application inaccurate or incomplete, any such information will immediately be reported in writing to the insurer and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The signatory and the insurer agree that the signing of this application does not bind the signatory or the insurer to complete the insurance or issue a policy.

The Application must be signed and dated by a Partner, Owner, Officer or Principal of the Applicant. Electronically reproduced signatures will be treated as original.

Partner, Owner, Officer or Principal:

Print Name:	Signature:
Title:	Date:

I hereby declare that all the information contained in this application is correct and complete to the best of my knowledge and belief, that the application was complete and personally signed by the applicant and that a completed copy hereto has been given to the applicant.

Agent Name:	License Number:
Agent Signature:	

SIGNING THIS APPLICATION DOES NOT BIND THE APPLICANT FIRM OR THE INSURER.