

GENERAL SECURITY NATIONAL INSURANCE COMPANY



Administrative Offices
«Company Address»
«City, State, Zip»

Statutory Home Office
«Statutory Address»
«City, State, Zip»

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. UNLESS THIS POLICY IS OTHERWISE ENDORSED, CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMITS OF LIABILITY. PLEASE READ THIS POLICY CAREFULLY.

LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

COMPANY: GENERAL SECURITY NATIONAL INSURANCE COMPANY

POLICY NUMBER:

RENEWAL OF:

PRODUCER NAME & ADDRESS:

1. NAMED INSURED:

2. ADDRESS:

3. POLICY PERIOD:

EFFECTIVE DATE:

EXPIRATION DATE:

12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Item 1. above.

4. LIMITS OF LIABILITY:

A. Limits of Liability (Inclusive of **claim expenses** – Each **Claim** & Policy Aggregate)

1. \$«dollar»

Limit of Liability – Each **Claim**

2. \$«dollar»

Limit of Liability – Policy Aggregate

B. Supplementary Payments Limits of Liability

Coverage

Coverage is provided solely for those Supplementary Payments where a limit of liability is shown. If any of the coverages described below show "Not Included", such Supplementary Payment, including any Sublimit of Liability or Additional Limit of Liability, and any other reference thereto are deleted from the Policy.

1. a. \$«dollar» per **Disciplinary Action**
- b. \$«dollar» per **Policy Period**

Defense of Disciplinary Actions

- | | |
|---|--|
| <p>2. a. \$«dollar» per Security Incident
 b. \$«dollar» per Policy Period</p> | <p>Reimbursement for Security Incident Response Expenses</p> |
| <p>3. a. \$«dollar» per day
 b. \$«dollar» per Claim
 c. \$«dollar» per Policy Period</p> | <p>Expense Reimbursement</p> |
| <p>4. \$«dollar» per Policy Period</p> | <p>Subpoena Expenses</p> |
| <p>5. \$«dollar» per Policy Period</p> | <p>Non-Profit Directors and Officers Coverage</p> |
| <p>6. \$«dollar» per Policy Period</p> | <p>Supplemental Claim Expenses Benefit</p> |
| <p>7. \$«dollar» per Policy Period</p> | <p>Reimbursement for Public Relations Services</p> |
| <p>8. \$«dollar» per Policy Period</p> | <p>Pre-Claims Assistance</p> |
| <p>9. \$«dollar» per Policy Period</p> | <p>Withheld Client Fee Assistance</p> |

5. DEDUCTIBLE (Inclusive of claim expenses):

A. \$«dollar» Each **Claim**

Deductible Reduction under Section II.F. of the policy, if applicable

B. \$«dollar» per **Claim**

C. \$«dollar» per **Policy Period**

D. \$«dollar» per **Claim**
\$«dollar» per **Policy Period**

E. \$«dollar» per **Policy Period**

<p>6. PREMIUM:</p>	<p>\$«dollar»</p>
<p><TAXES and/or SURCHARGES>:</p>	<p>\$«dollar»</p>
<p>TOTAL:</p>	<p>\$«dollar»</p>

7. NOTICES TO BE SENT TO:

Report a Claim in Writing:

[Name]
[Street Address]
[City, State Zip]
[Fax Number]

Email: [Email address]

All Other Notices:

[Name]
[Street Address]
[City, State Zip]
[Fax Number]

Email: [Email address]

For claims related questions, please call:
[Claims Phone Number]

8. RETROACTIVE DATE (if applicable):

9. FORMS AND ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:

By acceptance of this policy, the **Insured** agrees that the statements in the Declarations, the Application and any attachments hereto are the **Insured's** agreements and representations and that this policy embodies all agreements existing between the **Insured** and the **Company** or any of its Authorized Representatives relating to this insurance.

GENERAL SECURITY NATIONAL INSURANCE COMPANY

By: []
President & CEO

Date:

By: []
VP & Corporate Secretary

Date:

GENERAL SECURITY NATIONAL INSURANCE COMPANY

**THIS IS A CLAIMS MADE AND REPORTED POLICY.
CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY.
PLEASE READ THE ENTIRE POLICY CAREFULLY.**

LAWYERS PROFESSIONAL LIABILITY POLICY

Words and phrases that appear in **bold** print have special meanings that are defined in Section **III. DEFINITIONS**.

I. INSURING AGREEMENTS

A. Coverage

The **Company** will 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** as a result of a **claim** first made against the **Insured** and reported in writing to the **Company** during the **policy period** or the **extended reporting period** (if applicable), by reason of an act or omission, including **personal injury**, in the performance of **professional services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. No **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of a **claim** prior to:
 - a. The inception date of the first policy issued and continuously renewed by the **Company**; or
 - b. The date the **Insured** first became a member or employee of the **Named Insured** or **predecessor firm**, whichever is later.
2. Neither the act or omission nor any **related act or omission** occurred prior to the **retroactive date**, if applicable.

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 **Insured** has the right to select defense counsel from the **Company's** preapproved panel counsel.

The **Company** has the sole right to make such investigation of a **claim** or potential **claim** as it deems necessary. The **Company** has no right or duty to defend any **disciplinary action**. 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 any **claim** without the consent of the **Named Insured**. Settlement is subject at all times to the applicable limit of liability as specified in Section II., Subsection A., Limits of Liability - Each **Claim** and Subsection B., Limit of Liability - Policy Aggregate.

D. Exhaustion of Limits

The **Company** is not obligated to pay any **damages** or **claim expenses** or to defend or continue to defend any **claim** after the applicable limit of liability has been exhausted by the payment of **damages** or **claim expenses** or any combination thereof; or after the **Company** has deposited the applicable limit of liability into a court of competent jurisdiction or tendered the applicable limit of liability to the **Named Insured** or, if applicable, to the excess insurer(s) of the **Named Insured**. In such case, the **Company** shall have the right to withdraw from the further investigation, defense or settlement of such **claim** by tendering control of said investigation, defense and settlement of the **claim** to the **Named Insured**.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of Liability - Each Claim

Subject to Subsection B. below, the **Company's** limit of liability for **damages** and **claim expenses** for each **claim** first made against the **Insured** and reported in writing to the **Company** during the **policy period** shall not exceed the amount shown in Item 4.A.1. in the Declarations for "Each Claim."

B. Limit of Liability - Policy Aggregate

The **Company's** limit of liability for **damages** and **claim expenses** for all **claims** first made against the **Insured** and reported in writing to the **Company** during the **policy period** shall not exceed the aggregate amount shown in Item 4.A.2. in the Declarations as the "Policy Aggregate."

C. Deductible

1. The deductible amount shown in Item 5.A. of the Declarations is the **Insured's** obligation for each **claim** and applies to the payment of **damages** and **claim expenses**. The deductible will be paid by the **Named Insured**, or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**, within thirty (30) days of the **Company's** demand for payment. The limits of liability set forth in Items 4.A.1. and 4.A.2. of the Declarations are in addition to, and in excess of, the deductible.
2. If a **claim** is based on or arises out of the rendering of pro bono **professional services**, the deductible shown in Item 5.A. of the Declarations shall not 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 Items 4.A.1. and 4.A.2. of the Declarations is the maximum amount the **Company** will pay under this policy for **damages** and **claim expenses** regardless of the number of **Insureds**, **claims** made or claimants. All **related claims** made against any **Insured** shall be considered a single **claim**, first made when the earliest of the **related claims** was first made; provided, however, nothing in this Subsection shall alter the **Insured's** obligation to give written notice of any **claim** made against the **Insured** as soon as reasonably practicable.

If this policy and any other policy issued by the **Company** applies to the same **claim**, including any **extended reporting periods** of such policy or policies, then only the policy with the highest remaining limit of liability shall apply.

E. Supplementary Payments

All supplementary payments, except for Withheld Client Fee Assistance described in paragraph 9. below, are not subject to the deductible set forth in Item 5.A. of the Declarations and are in addition to the limits of liability shown in Items 4.A.1 and 4.A.2. of the Declarations. The supplementary payment for Withheld Client Fee Assistance described in paragraph 9. below is subject to the deductible set forth in Item 5.A. of the Declarations and is part of, and not in addition to, the limits of liability shown in Items 4.A.1. and 4.A.2. of the Declarations.

Solely when an applicable limit of liability is reflected in Item 4.B. of the Declarations:

1. Defense of Disciplinary Actions

The **Company** will reimburse the **Insured** for the defense of any **disciplinary action** brought against the **Insured** and reported in writing to the **Company** during the **policy period**. The **Company's** maximum liability in this regard for all legal defense fees and expenses incurred by the **Insured** in the defense of any **disciplinary action** shall be the per **Disciplinary Action** and per **Policy Period**, as applicable, limits of liability specified in Item 4.B.1. of the Declarations, regardless of the number of **Insureds** or number of **disciplinary actions**. Except as set forth below, the amount payable hereunder shall not exceed the per **Policy Period** limit of liability set forth in Item 4.B.1.b. of the Declarations, regardless of the number of such proceedings.

In the event of a determination of no liability of the **Insured** against whom the **disciplinary action** has been brought, the **Company** shall reimburse such **Insured** for the disciplinary fees, including those in excess of the per **Disciplinary Action** limit of liability set forth in Item 4.B.1.a. of the Declarations, up to the per **Policy Period** limit of liability set forth in Item 4.B.1.b. of the Declarations. In no event shall the amount payable hereunder exceed the per **Policy Period** limit of liability set forth in Item 4.B.1.b. of the Declarations regardless of the number of **Insureds** hereunder or the number of such **disciplinary actions**.

2. Reimbursement for Security Incident Response Expenses

The **Company** will reimburse the **Named Insured** for any **security incident** response expenses up to the maximum per **Security Incident** and per **Policy Period** limits of liability, as applicable, specified in Item 4.B.2. of the Declarations. **Security incident** response expenses are any expenses incurred by the **Insured** to: 1) hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or 2) comply with state or local privacy laws requiring that notification and credit monitoring services are to be provided to individuals when the security, confidentiality or integrity of their personal information has been compromised.

3. Expense Reimbursement

The **Company** will reimburse the **Insured** for actual loss of earnings and reasonable expenses incurred at the **Company's** request for attendance at trial or a hearing, arbitration or mediation in connection with a **claim** reported under this policy. The **Company's** obligation to reimburse the **Insured** under this provision shall be subject to the maximum per day, per **Claim** and per **Policy Period** limits of liability, as applicable, specified in Item 4.B.3. of the Declarations, regardless of the number of trials, hearings, mediations, or arbitration proceedings or the number of **Insureds**.

4. Subpoena Expenses

Subject to the maximum per **Policy Period** limit of liability specified in Item 4.B.4. of the Declarations, the **Company** will pay for all legal defense fees and expenses incurred in

responding to a subpoena for documents or testimony first received by an **Insured** and reported in writing to the **Company** during the **policy period** or an **extended reporting period** (if applicable) by reason of an act or omission in the performance of **professional services** by the **Insured** or by any person for whom the **Insured** is legally liable. The **Company** will, at the **Insured's** request, and upon receipt of a copy of the subpoena, retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony and represent the **Insured** at their deposition, provided that:

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

Any notice given to the **Company** of such subpoena shall be deemed notification under Section V.A.2. of this policy.

5. Non-Profit Directors and Officers Coverage

The **Company** will reimburse the **Insured** up to the per **policy period** limit of liability specified in Item 4.B.5. of the Declarations for **damages** and **claim expenses** arising out of any **Insured's** activities, while acting as a Director or Officer of a non-profit organization, as defined by the Internal Revenue Service, provided that such activities have been disclosed to the **Company** in the application or other written notification which has been accepted by the **Company**.

Coverage afforded shall be excess of all valid and collectible Directors and Officers Liability Insurance.

6. Supplemental Claim Expenses Benefit

In the event the aggregate limit of liability stated in Item 4.A.2. in the Declaration is exhausted by payment of **damages** or **claim expenses** under this policy and there remain any unresolved or outstanding **claims**, the **Company** agrees to reimburse the **Insured** for an amount equal to 10% of the aggregate limit of liability stated in Item 4.A.2. up to a maximum of the amount set forth in Item 4.B.6. of the Declarations for **claim expenses** incurred by the **Insured** in handling of defense of such unresolved or outstanding **claims**.

7. Reimbursement for Public Relations Services

The **Company** will reimburse the **Named Insured** up to the per **Policy Period** limit of liability specified in Item 4.B.7. of the Declarations for reasonable and necessary expenses incurred by the **Insured** to hire a **public relations firm** to provide **public relations services** for the benefit of the **Named Insured** in connection with a **crisis** or **reputation event** that occurs and is reported to the **Company** during the **policy period**. Any expenses reimbursed under this paragraph must receive prior written approval from the **Company** and proof of payment from the **Insured**.

8. Pre-Claims Assistance

Until the date a **claim** is made, the **Company** may pay for all costs or expenses it incurs, at its sole discretion, up to the per **Policy Period** limit of liability stated in Item 4.B.8. of the Declarations, as a result of investigating a potential **claim** that the **Insured** reports in accordance with Section V.A.2. of this policy. Once a potential **claim** becomes a **claim**, **damages** and **claim expenses** that result from such **claim** shall be subject to such deductible and will reduce the applicable limits of liability.

9. Withheld Client Fee Assistance

If the **Insured** attempts to collect a contractual fee due for **professional services** that the client has refused to pay for more than three (3) months from the time payment was due (“Withheld Client Fee”), and:

1. as a result of such collection attempts, such client brings an otherwise covered **claim** against the **Insured** during the **policy period** alleging negligence in the rendering of **professional services** for an amount greater than owed to the **Insured**;
2. the **professional services** were rendered under a fully executed **engagement letter**; and
3. the **Insured** provides the **Company** written confirmation from the client, acceptable to the **Company** and does not violate any Code of Professional Responsibility, that the client will withdraw such **claim** against the **Insured** (“Written Confirmation”),

then the **Company** will reimburse the Withheld Client Fee up to the per **Policy Period** limit of liability set forth in Item 4.B.9. of the Declarations. The **Company** must receive such Written Confirmation prior to payment of any Withheld Client Fee.

The **Company** shall not be obligated to provide any coverage or benefit under Section II., E. Supplementary Payments, after the **Company’s** aggregate limit of liability has been exhausted by payment of **damages** and/or **claims expenses**.

F. Risk Management Incentives

In the event that a **claim** is eligible for more than one Risk Management Incentive, each described in paragraphs 1., 2. and 3. below, the **Insured** shall receive the benefit of the highest deductible reimbursement or credit. In no way shall this section be construed to afford more than one Risk Management Incentive per **Claim**.

1. Resolution Within One (1) Year

If within one (1) year following the date a **claim** is reported in writing to the **Company**, the **claim** is resolved by agreement, with the consent of the **Named Insured** and the **Company**, as reflected in a signed settlement agreement, the **Named Insured** will be reimbursed or credited 50% of the deductible set forth in 5.A. of the Declarations, but not to exceed a reimbursement or credit of the per **Claim** and per **Policy Period** amounts set forth in Item 5.B. and 5.C. of the Declarations, as applicable, for all such **claims** resolved or concluded in accordance with this paragraph.

2. Engagement Letter

If the **Insured** utilized an **engagement letter** in connection with **professional services** that are the subject of a **claim**, and such **claim** is otherwise covered by this policy, then the **Insured’s** deductible applying to such **claim** shall be reduced by 50%, but not to exceed a reimbursement or credit of the per **Claim** and per **Policy Period** amount, as applicable, specified in Item 5.D. of the Declarations for all such **claims** in accordance with this paragraph.

3. Claims Free

If this is the first **claim** reported in this **policy period** by the **Insured** and the **Named Insured** meets the following qualifications:

- a. the **Named Insured** has been continuously insured with the **Company** for a minimum of three (3) full consecutive annual policy periods;
- b. this policy must be account current with no overdue payments outstanding; and
- c. the **Named Insured** has not reported any **claim** in the last three (3) policy periods,

the **Insured's** deductible obligation for such **claim** will be reimbursed or credited 50% of the deductible set forth in 5.A. of the Declarations, but not to exceed a reimbursement or credit of per **policy period** amount set forth in Item 5.E. of the Declarations.

III. DEFINITIONS

- A. **Bodily injury** means physical injury, sickness or disease sustained by any person including death resulting from any of these at any time; or mental illness, mental anguish or emotional distress, pain and suffering, or shock sustained by that person whether or not resulting from injury to the body, sickness, disease, or death of any person.
- B. **Claim** means a demand for money or services, naming the **Insured**, arising out of an act or omission in the performance of **professional services**. A **claim** also includes the service of suit, a request that an **Insured** waive a legal right or sign an agreement to toll a statute of limitations, or the institution of an arbitration proceeding against the **Insured**.
- C. **Claim expenses** means:
 1. Fees charged by attorneys designated by the **Company** or designated by the **Insured** with the **Company's** prior written consent;
 2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, mediation, defense, or appeal of a **claim** if incurred by the **Company** or by the **Insured** with the **Company's** prior written consent; and
 3. Premiums on appeal bonds, attachment bonds or similar bonds; provided, however, that the **Company** is not obligated to apply for or furnish any such bond.

Claim expenses do not include fees, costs or expenses of employees or officers of the **Company**, or salaries, loss of earnings or other remuneration by or to any **Insured**.

- D. **Company** means the insurance company named in the Declarations.
- E. **Computer system** means computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- F. **Computer virus** means:
 1. Any **electronic data** introduced or implanted without authorization into electronic data processing equipment or **electronic data**, which causes the corruption, distortion, deletion, destruction, unauthorized copying or loss of functionality of **electronic data**; or
 2. Unauthorized intrusive computer code or programming that is intentionally developed to replicate itself, taking up **computer system** memory, without damaging computer programs, instructions or other electronic or digital data, or the **computer systems** to which it is introduced.

G. Crisis means:

1. Departure of key personnel from the **Named Insured** firm due to death, illness or incapacitation;
2. Incident of workplace violence; or
3. Dissolution of the **Named Insured**.

H. Cyber extortion means any threat made by an individual or organization, expressing the intent to:

1. Transfer, pay, or deliver any funds or property using a **computer system** without permission, authorization, or consent;
2. Access, acquire, sell, or disclose non-public information, provided such information is stored in an electronic medium in a **computer system** and is retrievable in a perceivable form;
3. Alter, damage, or destroy any computer program, software, or other **electronic data** that is stored within a **computer system**;
4. Maliciously or fraudulently introduce malicious code or ransomware into a **computer system**; or
5. Initiate a denial-of-service attack on a **computer system**,

where such threat is made for the purpose of demanding payment of money, securities, Bitcoin, other virtual currencies, or other valuable consideration.

I. Damages means any compensatory sum and includes a judgment, award or settlement, provided any settlement is negotiated with the **Company's** written consent.

Damages do not include:

1. The return, reduction or restitution of fees, expenses or costs for **professional services** performed, or to be performed, by the **Insured** and injuries that are a consequence of the foregoing;
2. Fines, penalties, forfeitures, or sanctions;
3. The multiplied portion of any multiplied awards;
4. Injunctive or declaratory relief; or
5. Punitive or exemplary damages.

J. Disciplinary action means an action, inquiry or investigation brought against the **Insured** by a bar association, licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the Code of Professional Responsibility; provided that such proceeding arises from an act or omission described in Section I.A. herein.

K. Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media, which are used with electronically controlled equipment.

L. Engagement letter means a written document that includes, at minimum, the following information:

1. a specific description of the scope of **professional services** to be performed by the **Insured**;

2. the identity of all clients for whom the **Insured** agreed to perform such **professional services**;
3. the fee arrangement for such **professional services**; and
4. a description of the **Named Insured's** file retention and destruction policy,

that is signed by the **Insured** and all clients identified in such written document prior to the **Insured's** commencement of representation of such clients for such **professional services**, but in no event more than thirty (30) days after the commencement of such representation.

M. Extended reporting period means the period of time after the end of the **policy period** for reporting **claims** to the **Company** that are first made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission, which was committed prior to the end of the **policy period** and on or subsequent to the **retroactive date**, and is otherwise covered by this policy.

N. Insured means:

1. The **Named Insured**;
2. Any **predecessor firm**;
3. Any past, present or future partner, incorporated partner, officer, director, stockholder, member, manager, associate, independent contractor, professional corporation, employee, or "of counsel" of the **Named Insured**, but only with respect to **professional services** performed on behalf of the **Named Insured** or any **predecessor firm**;
4. Any **Insured's** spouse or domestic partner, but only with respect to any **claim** resulting from **professional services** performed on behalf of the **Named Insured** or any **predecessor firm**; or
5. The estate, heirs, executors, administrators, and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity or bankruptcy, but only with respect to **professional services** performed on behalf of the **Named Insured** prior to such **Insured's** death, incapacity or bankruptcy.

O. Named Insured means the persons or entities specified in Item 1. of the Declarations or specifically designated by endorsement.

P. Personal data means any information which are related to an identified or identifiable natural person, including but not limited to:

1. identifiers such as a real name, alias, postal address, unique personal identifier, email address, access code, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, written signature, insurance policy number;
2. Financial data or information such as bank account number, credit card number, debit card number, or any other financial data or information;
3. Health information including but not limited to:
 - a. Health insurance information, policy information, or other similar identifiers, characteristics, or descriptors;

- b. Health conditions, identifiable health information, health care operations, treatment, prescriptions, services, or other similar identifiers, characteristics, or descriptors; or
 - c. Other similar health or health information identifiers;
4. Biometric data or information, or identifiers such as an individual's physiological, biological, or behavioral characteristics, including but not limited to:
 - a. Deoxyribonucleic acid (DNA), that can be used, singly or in combination with each other or with other identifying data, to establish identity;
 - b. Fingerprint, footprint, voice print or records, retina or iris image, scan or image of the hand, palm, or vein patterns or face geometry;
 - c. Keystroke patterns or rhythms, gait patterns or rhythms, sleep health, or exercise characteristics; or
 - d. Other unique physical representation or digital representation of biometric data;
 5. Internet or other electronic network activity information, including, but not limited to: browsing history, search history, and information regarding a person's, household's, or organization's interaction with an internet website or application, online identifier, Internet Protocol address, or advertisement;
 6. Geolocation data;
 7. Professional or employment-related information that is not publicly available including but not limited to employment history, applications for employment, licensing, disciplinary, or censure proceedings; or
 8. Any other non-public information as set forth in any privacy or security regulation.

Q. Personal information means any information from which an individual may be uniquely and reliably identified or contacted including, but not limited to, **personal data**; provided, however, **personal information** does not include information lawfully available to the general public for any reason, including but not limited to information from federal, state, or local government records.

R. Personal injury means:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
4.
 - a. Oral or written publication, in any manner, including electronic form, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - b. Oral or written publication, in any manner, including electronic form, of material that violates a person's right of privacy;

Except oral or written publication, in any manner, which arises out of advertising, broadcasting or telecasting activities conducted by, or on behalf of, the **Insured**.

S. Policy period means the period of time from the effective date shown in Item 3. of the Declarations to the earliest of the date of termination, expiration or cancellation of this policy.

T. Property damage means:

1. Physical injury to tangible property including all resulting loss of use of that property; or
2. Loss of use of tangible property that is not physically injured.

U. Predecessor firm means any partnership, professional association, limited liability partnership, limited liability corporation or corporation, which has undergone dissolution, and:

1. The **Named Insured** is the majority successor in interest to the financial assets and liabilities; and
2. At least fifty-one percent (51%) of the lawyers in such firm became an owner, partner, officer, director, stockholder-employee, or other lawyer-employee of the **Named Insured**.

V. Professional services means services performed by the **Insured**:

1. For a client in the **Insured's** capacity as a lawyer in good standing, mediator, arbitrator, notary public, lobbyist or hearing officer;
2. As an administrator, conservator, executor, guardian, trustee, receiver, or in any similar fiduciary capacity; or as a title agent or legal expert provided that such services are performed in connection with, and incidental to, the **Insured's** practice of law; provided, however, that no coverage shall apply to any **claim** made against the **Insured** as a beneficiary or distributee of any trust or estate;
3. As a member of a bar association or other legal or lawyer-related ethics, peer review, accreditation, licensing or similar board, committee, or organization;
4. As an author, but only for the publication or presentation of legal research papers or similar work and only if the fees generated annually from all such work are less than \$25,000; and
5. On a pro bono basis performed with the knowledge and consent of the **Named Insured**.

W. Public Relations Firm means a firm providing services directed at creating and maintaining a positive public image for their clients.

X. Public Relations Services includes advice, creation and distribution of news releases, media placements, articles in general publications, advertisements, and/or providing assistance and training to **Insureds** in dealing with media inquiries and publicity related to the **crisis** or **reputation event**.

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

Z. Related claims mean all **claims** arising out of a single act or omission or arising out of **related acts** or **omissions**.

AA. Reputation Event means any event, other than a **crisis**, that the **Named Insured** reasonably believes will have material, adverse impact on the **Named Insured's** professional reputation

resulting in a loss of revenues because of diminished customer confidence based on unfavorable information made available by or appearing on:

1. Social media;
2. Television or radio broadcasts; or
3. Newspapers,

provided such written media was in general circulation and such electronic media was available to the public on a fully open network that was neither password protected nor restricted from access by any method.

BB. Retroactive date means the date shown in Item 8. of the Declarations, on or after which any act or omission must have occurred for coverage to apply.

CC. Security incident means the unauthorized access of, or use of, data containing private or confidential information in connection with the performance of **professional services** which results in the violation of any Privacy Regulation.

DD. Social engineering fraud means the intentional misleading of any individual or organization, through misrepresentation, including but not limited to social engineering, pretexting, phishing, spear phishing or any other confidence trick, which is relied upon to effect or result in an otherwise unauthorized transfer, payment or delivery of any asset.

IV. EXCLUSIONS

The **Company** will not defend or pay any **claim**:

A. Based on or arising out of any dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the **Insured**. The **Company** will provide the **Insured** with a defense of such **claim** unless and until such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission has been determined by any final adjudication, finding of fact or admission by the **Insured**. Such defense will not waive any of the **Company's** rights under this policy. Upon establishment that the dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the **Insured** was committed, the **Company** will have the right to seek recovery of the **claim expenses** incurred from the **Insured** found to have committed such acts or omissions.

This exclusion shall not apply to those **Insureds** who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each **Insured** must promptly comply with all provisions of this policy upon learning of any concealment;

B. Based on or arising out of **bodily injury** or **property damage**;

C. Based upon or arising out of discrimination, humiliation, harassment, or misconduct including, but not limited to, **claims** based on allegations relating to an individual's race, creed, color, age, gender, national origin, religion, disability, marital status, or sexual preference;

D. Based on or arising out of the **Insured's** capacity as an officer, director, partner, manager, trustee, or employee of any company, corporation, operation, organization, or association other than the **Named Insured** or any **predecessor firm**; provided, however, that this exclusion does not apply to services performed as a trustee where such services are performed in connection with, and incidental to, the **Insured's** practice of law or while acting as a Non-Profit Director or Officer as defined in Section II. E. 5. of this policy;

E. Based on or arising out of **professional services** performed for or by any business enterprise not

named in Item 1. of the Declarations if, on or after the date or time of the act or omission giving rise to such **claim**:

1. Any **Insured** controlled, owned, operated, or managed or intended to control, own, operate, or manage such entity; or
2. Any **Insured** was, or intended to become, an owner, partner, member, director, officer, or employee of such entity.

Control of or ownership in a business enterprise is established if the **Insured**, or the **Insured's** spouse or domestic partner, own or hold, individually or collectively, directly or indirectly, 20% or more of the equity and/or debt instruments of such enterprise;

- F. By or on behalf of the **Insured** against any other **Insured** unless such **claim** arises out of **professional services** performed by such other **Insured** in an attorney/client relationship with the **Insured** making the **claim**;
- G. Based on or arising out of the alleged certification or acknowledgment by the **Insured**, in his or her capacity as a notary public, of a signature on a document that the **Insured** did not witness being placed on the document;
- H. Based on or arising out of liability assumed by any **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- I. Based on or arising out of:
 1. the loss or destruction of or diminution in the value of any asset, including when the loss, destruction or diminution in value is sustained as a result of the transfer, payment or delivery of any such asset as a result of **social engineering fraud**; or
 2. the misappropriation of, or failure to give an account of, any asset in the **Insured's** care custody or control, including the commingling of funds;
- J. Based upon or arising out of investment or financial advice or any product referrals even where such services are performed in connection with and are incidental to the **Insured's** practice of law;
- K. Based upon, arising out of, relating to or directly or indirectly involving any actual or alleged:
 1. **Cyber extortion**;
 2. Partial or total unavailability or failure of any **computer system**;
 3. Receipt or transmission of malware or harmful software including, but not limited to, **computer viruses**, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs;
 4. Failure or interruption of service provided:
 - a. By an internet service provider, telecommunications provider or cloud service provider; or
 - b. By any utility provider, but only where such failure or interruption of service impacts a **computer system**; or
 5. Released, disclosed, lost, inaccessible or damaged **electronic data**;
- L. Based upon, arising out of, relating to or directly or indirectly involving any actual or alleged:

1. Access to, collection of, release of, or disclosure of any person's or organization's confidential or **personal information** including, but not limited to, patents, trade secrets, processing methods, customer lists, or financial information.

Except to the extent coverage for Reimbursement for Security Incident Response Expenses described in Section II. E.2. of this policy applies, this paragraph 1. applies to any amounts that are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by the **Insured** or others arising out of any access to or disclosure of any person's or organization's confidential or **personal information**.

2. Violation of:
 - a. The Illinois Biometric Information Privacy Act ("BIPA"), the California Consumer Privacy Act ("CCPA"), the New York Cybersecurity Regulation, the New York City Biometric Identifier Information Law, the Arkansas Personal Information Protection Act, the Texas Biometric Privacy Act, Washington H.B. 1493, or the Portland, Oregon Face Recognition Technologies by Private Entities in Places of Public Accommodation in the City Ordinance, Code of the City of Portland, Oregon Chapter 34.10, including any amendment of or addition to such laws;
 - b. The Health Insurance Portability and Accountability Act (HIPAA), or any similar state laws regulating privacy of health information, including any amendment of or addition to such law;
 - c. Any federal, state or local statute, ordinance, regulation or law (including common law) that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, destruction, disclosure, redisclosure, handling, collecting, capture, recording, receipt through trade, printing, publication, sending, transmitting, communicating, distribution, safeguarding, sharing, sale, lease or trade, storage, retaining, receiving, retrieval, or protection of **personal data**; or
 - d. Any statute, ordinance, regulation or law (including common law) outside the United States of America (including its territories and possessions) that addresses **personal data**, including but not limited to the European Union's General Data Protection Regulation.

This paragraph 2. applies even if the **claim** against the **Insured** alleges negligence or other wrongdoing in the hiring, employment, supervision, training or monitoring of others by the **Insured**, if the **claim** arises directly or indirectly out of any act or omission that violates or is alleged to violate any statute, ordinance, regulation or law (including common law) described in 2.a. through 2.d. above.

Exclusions I.1, K. and L. shall not apply to the coverage for Reimbursement for Security Incident Response Expenses described in Section II. E.2. of this policy.

V. CONDITIONS

A. Reporting of Claims and Potential Claims

1. The **Insured**, as a condition precedent to the obligations of the **Company** under this policy, will give written notice of any **claim** made against the **Insured** as soon as reasonably practicable.
2. If during the **policy period**, any **Insured** becomes aware of any act or omission which may reasonably be expected to be the basis of a **claim** against any **Insured**, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold

the **Insured** responsible for any alleged act or omission and gives written notice to the **Company** with all full particulars, including:

- 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 potential **claim**; and
- e. Potential damages or injury,

then any **claim** that is subsequently made against the **Insured** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Company**.

The **Insured** shall give all written notices to the **Company** under this Condition V.A.1. and V.A.2. as specified in Item 7. of the Declarations. If notices are mailed or e-mailed, the date of mailing or e-mailing of such notice will constitute the date such notice was given and proof of mailing or e-mailing to the stated address shall be sufficient proof of notice.

B. Claim Reporting Grace Period

This policy will provide coverage for **claims** that are first made against the **Insured** during the **policy period** and reported by the **Insured** in writing to the **Company** within thirty (30) days after the expiration of the **policy period**, provided that prior to the expiration of this policy, the **Insured** was in compliance with all the terms and conditions of this policy, including payment of all premiums and deductibles when due.

The **claim** reporting grace period does not extend the **policy period**.

C. Assistance and Cooperation

1. The **Insured** will cooperate with the **Company** in the defense, investigation and settlement of any **claim**. Upon the **Company's** request, the **Insured** will attend a trial or a hearing, arbitration, or mediation and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim**.
2. The **Insured** will 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** will not, except at the **Insured's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Company**. The **Company** shall have no obligation to pay or reimburse any person or entity for sums expended to defend any **claim** otherwise covered under this policy prior to written notice of such **claim** being received by the **Company**.

D. Action Against the Company

1. No action may be brought against the **Company**:
 - a. Unless, as a condition precedent thereto, the **Insured** has fully complied with all the terms and provisions of this policy; and

K. Cancellation/Nonrenewal

1. This policy may be cancelled by the **Named Insured** by mailing advanced written notice to the **Company** stating when such cancellation will take effect.
2. The **Company** may cancel or non-renew this policy by sending written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least thirty (30) days before cancellation or non-renewal is to be effective. However, if the **Company** cancels this policy because the **Named Insured** has failed to pay a premium when due, 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 will be effective. The effective date and hour of cancellation stated in the notice will become the end of the **policy period**. Delivery of such written notice by the **Company** will be equivalent to mailing.
3. If the **Company** or **Named Insured** cancels this policy, the earned premium will be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions, including limits of liability, deductible or premium, shall not constitute a refusal to renew.

L. Territory

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

M. Named Insured Sole Agent

The **Named Insured** will be the sole agent and will act on behalf of all **Insureds** for the purpose of giving or receiving any notices, 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 including the purchase of an **extended reporting period** under Section VI. of this policy.

N. Entire Contract

By acceptance of this policy the **Insured** warrants that:

1. All of the information and statements provided to the **Company** by the **Insured**, including but not limited to, the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Insured**;
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**, 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. Any material misrepresentation or concealment by the **Insured**, or the **Insured's** agent, will

render the policy null and void and relieve the **Company** from all liability herein.

O. Notices

Other than reporting a **claim**, all other notices required to be given by the **Insured** will be submitted in writing to the **Company** or its authorized representative at the address specified in Item 7. in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

P. Assignment

No assignment of interest of the **Insured** under this policy is valid, unless the **Company's** written consent is endorsed hereon.

Q. Liberalization

If the **Company** obtains approval for any amended state filing that would broaden coverage under this policy form GS LPL 2000 here without additional premium at any time during the current **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.

VI. EXTENDED REPORTING PERIODS

A. Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by either the **Company** or by the **Named Insured** for any reason other than non-payment, material misrepresentation or fraud, and the **Named Insured** has not obtained another Lawyers Professional Liability Policy, the **Company** will provide to the **Named Insured** an automatic, non-cancelable sixty (60) day **extended reporting period** starting at the date of such cancellation or non-renewal.

B. Optional Extended Reporting Period

1. If this policy is cancelled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** will have the right, upon payment of additional premium, to purchase an optional **extended reporting period** of one (1), three (3), five (5), seven (7), or an unlimited number of years following the date of termination of coverage. 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. Payment of the additional premium described below.
2. The non-refundable additional premium for the optional **extended reporting period** shall be:
 - a. One hundred percent (100%) of the annual premium for a one (1) year **extended reporting period**;
 - b. One hundred eighty-five percent (185%) of the annual premium for a three (3) year **extended reporting period**;
 - c. Two hundred twenty-five percent (225%) of the annual premium for a five (5) year **extended reporting period**;
 - d. Two hundred fifty percent (250%) of the annual premium for a seven (7) year **extended**

reporting period; or

- e. Three hundred percent (300%) of the annual premium for an unlimited **extended reporting period**.

The first sixty (60) days of the optional **extended reporting period**, if it is purchased, shall run concurrently with the automatic **extended reporting period**.

C. Retirement Option

Upon retirement from the practice of law, any lawyer who qualifies as an **Insured** shall be entitled to an individual **extended reporting period** with an unlimited reporting period for no additional premium, if the lawyer:

1. Is at least fifty-five (55) years old;
2. Was employed by, or a partner, officer, director, or stockholder of the **Named Insured** during the **policy period** and had been insured by the **Company** or another insurer through this Program for at least one (1) consecutive policy period;
3. Has permanently and totally ceased the practice of law which includes any **professional services**; and
4. Notifies the **Company** of the retirement and requests an individual **extended reporting period** within sixty (60) days of the cancellation, nonrenewal or expiration of this policy.

The deductible amount shown in Item 5.A. of the Declarations shall not apply to **claims** first made under the Retirement **extended reporting period**.

D. Death or Permanent Disability Option

Any lawyer who qualifies as an **Insured** who dies or becomes permanently disabled during the **policy period** shall be entitled to an individual **extended reporting period** with an unlimited reporting period for no additional premium, if:

1. The lawyer was employed by the **Named Insured** during the **policy period** and died or became disabled during the **policy period**;
2. Satisfactory written evidence of death or permanent disability is provided to the **Company**; and
3. The lawyer or lawyer's representative notifies the **Company** of the death or disability and requests issuance of an individual **extended reporting period** within sixty (60) days following the cancellation, nonrenewal or expiration of this policy.

The deductible amount shown in Item 5.A. of the Declarations shall not apply to **claims** first made under the Death or Permanent Disability **extended reporting period**.

E. Claims

Any **extended reporting period** is not a new policy. Any **claim** submitted during such **extended reporting period** shall be governed by the terms and conditions of this policy.

F. Limits of Liability

The limit of liability for any **extended reporting period** offered under Sections A., B., C., and D.

above shall be part of and not in addition to the limits of liability stated in Item 4.A.1 and 4.A.2. of the Declarations, subject only to the following exceptions:

If the **Company** offers to renew this policy and the **Named Insured** refuses to accept such renewal offer, then the limit of liability for any **claim** first reported during any **extended reporting period** shall be as follows:

1. If the **Named Insured** has been continuously insured by the **Company** for three (3) or more years when the **extended reporting period** takes effect, then the aggregate limit of liability, if previously depleted, shall be reinstated to the amount stated in Item 4.A.2. of the Declarations as the aggregate limit of liability; or
2. If the **Named Insured** has not been continuously insured by the **Company** for three (3) or more years when the **extended reporting period** takes effect, then the aggregate limit of liability shall be the greater of the remaining aggregate limit of liability under the policy or fifty percent (50%) of the amount stated in Item 4.A.2. of the Declarations as the aggregate limit of liability.

G. Elimination of Right to any Extended Reporting Period

There is no right to any **extended reporting period** if the **Company** cancels or refuses to renew this policy due to:

1. Nonpayment of amounts due under this policy;
2. Noncompliance by the **Insured** with any of the terms and conditions of this policy;
3. At the time this right could be exercised by the **Named Insured**, any **Insured's** right to practice law has been revoked, suspended or surrendered at the request of any regulatory authority for reasons other than the **Insured** is totally and permanently disabled; or
4. Any material misrepresentation or omission in the application or the supplementary information and statements provided by the **Insured** for this policy.