



How to Report a Claim or Potential Claim

Lawyers Professional Liability

The Everest Claims team is dedicated to providing a best in class claim experience through clear communication and a customer first approach. Our team of Claims Specialists work with you for the life of the claim and are available to respond to all questions and concerns. Timely submission of Loss Notices complies with the terms and conditions of your policy and assists us in providing quality service to our policyholders. Any claim or circumstance which may reasonably be expected to give rise to a claim needs to be reported to Everest as soon as possible.

The following methods may be used to promptly report a claim:

Email: EverestInsuranceClaims@EverestRe.com

Fax: 1-866-283-4856

Telephone (toll free): 1-866-323-4501

Mail: Everest Insurance®
Attn: Lawyers' Professional Claims
477 Martinsville Road
P.O. Box 830
Liberty Corner, New Jersey 07938

Consult Your Policy for Loss Reporting Requirements

Your policy identifies the information to be submitted with a First Notice of Loss. Additionally, the following information/documentation will always be helpful and often necessary in assisting us with our evaluation:

- Citing Everest's policy, or claim number, in all correspondence
- Providing a copy of any lawsuit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice
- Sending a copy of any internal reports related to the claim
- Copies of status reports prepared by your defense counsel and/or your claim handler

This guideline is merely for illustrative purposes and does not purport to address every situation or circumstance that may arise. Notwithstanding any statements made herein, nothing contained in this guideline is intended to replace, modify or waive any terms, conditions or warranties contained in the policy. Everest expressly reserves and does not waive any of its rights and protections afforded under the policy.

**EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**



THIS IS A CLAIMS-MADE POLICY AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS HEREIN. CLAIM EXPENSES SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS AND MAY COMPLETELY EXHAUST THE POLICY LIMITS.

PLEASE READ THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NAMED INSURED AND ADDRESS	INSURER
ITEM 1 : Entity Name Street 1 Street 2 City, State, Zip	(hereinafter, "Insurer") Everest National Insurance Company 477 Martinsville Road, P.O. Box 830 Liberty Corner, NJ 07938-0830 Phone#: 908-604-3000
POLICY NUMBER	PRODUCER
Renewal of:	Embroker Insurance Services LLC 24 Shotwell Street San Francisco, CA 94103

ITEM 2 **POLICY PERIOD:** FROM TO
 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE

ITEM 3 **AGGREGATE LIMIT OF LIABILITY**

A. for the **Policy Period** (including **Claim Expenses**): \$
 B. Each **Claim** (including **Claim Expenses**): \$

ITEM 4 **DEDUCTIBLE:** \$

ITEM 5 **COVERAGE EXTENSIONS**

If any of the coverages described below are left blank or "N/A" is indicated, such coverage and any reference thereto is deleted from the Policy.

COVERAGES	SUBLIMIT OF LIABILITY
A. CRISIS EVENT EXPENSES	\$ 25,000
B. DISCIPLINARY PROCEEDINGS EXPENSES	
1. Each Disciplinary Proceeding	\$ 25,000
2. All Disciplinary Proceeding Expenses	\$ 50,000
C. SECURITY INCIDENT RESPONSE EXPENSES	
1. Each Security Incident	\$ 25,000
2. All Security Incident Response Expenses	\$ 25,000
D. SUBPOENA COMPLIANCE EXPENSES	\$ 25,000

E. LITIGATION PARTICIPATION EXPENSES	
1. Per Day Litigation Participation Expenses	\$ 500
2. Per Claim Litigation Participation Expenses	\$ 25,000
3. All Litigation Participation Expenses	\$ 50,000

ITEM 6 **POLICY PREMIUM:** \$

ITEM 7 **EXTENDED REPORTING PERIOD:**

Additional Period:	Additional Premium:
One (1) year	100% of the Annualized Premium in ITEM 6 Above
Two (2) years	150% of the Annualized Premium in ITEM 6 Above
Three (3) years	200% of the Annualized Premium in ITEM 6 Above
Five (5) years	250% of the Annualized Premium in ITEM 6 Above

ITEM 8 **RETROACTIVE DATE:**

ITEM 9 **NOTICE TO INSURER:**

Notice of **Claims** or Potential **Claims**: All Other Notices:

Email: EverestInsuranceClaims@EverestRe.com Fax: 1-866-283-4856 Telephone (toll free): 1-866-323-4501 Mail: Everest Insurance® Attn: Lawyers' Professional Claims 477 Martinsville Road P.O. Box 830 Liberty Corner, New Jersey 07938	Email: Success@Embroker.com Telephone: 844-436-2765 Mail: Embroker Insurance Services LLC 24 Shotwell Street San Francisco, CA 94013
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ITEM 10 **FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ON THE DATE THIS POLICY IS ISSUED:** See attached Schedule of Forms/Endorsements

THIS DECLARATIONS PAGE, TOGETHER WITH THE APPLICATION, LAWYERS PROFESSIONAL LIABILITY POLICY AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



EVEREST.

SCHEDULE OF FORMS/ENDORSEMENTS

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

Form Name	Form Number	Endorsement No.
How to Report a Claim	Non-Applicable	
Lawyers Professional Liability Declarations Page	LPL-CWF001A-1 0319	
Schedule of Forms and Endorsements	EIL CWF002A-A 0319	
Lawyers Professional Liability Policy	EIL CWF100A-1 0319	
Specific State Amendatory Endorsement(s)	TBD	
Specific State Amendatory Endorsement(s)	TBD	
Individual Retroactive Date Endorsement	LPL-CWF316A-1 0319	
Insuring Agreement Amended Endorsement	LPL-CWF317A-1 0319	
Defense Counsel Endorsement	LPL-CWF341A-1 0319	
It Witness Endorsement	EIL CWF001A-1 0319	

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY POLICY

THIS IS A CLAIMS-MADE POLICY AND COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER PURSUANT TO THE TERMS HEREIN. AMOUNTS INCURRED AS CLAIM EXPENSES SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS INCLUDING JUDGMENTS AND SETTLEMENTS AND MAY COMPLETELY EXHAUST THE POLICY LIMITS. PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the payment of the premium and in reliance upon all information provided to and statements made to the Insurer, including those statements in the **Application**, which is made part hereof and deemed attached hereto in connection with the underwriting of this Policy, and subject to all terms, conditions and limitations of this Policy, including those in the Declarations, which is made part hereof, the Insurer and the **Named Insured**, on behalf of all **Insureds**, agree as follows:

All definitions are in Section XX – DEFINITIONS below.

SECTION I – INSURING AGREEMENT

The Insurer shall pay on behalf of the **Insured**, all **Loss** in excess of the Deductible, resulting from any **Claim** first made against the **Insured** during the **Policy Period** and reported during the **Policy Period** or **Extended Reporting Period**, if exercised, arising out of a **Wrongful Act** committed on or after the **Retroactive Date**.

SECTION II – COVERAGE EXTENSIONS

The Insurer shall reimburse the **Insured** for all **Expenses** incurred by the **Insured** as referenced in Sections A-E below, subject to the respective Sublimits for each such **Expense** as set forth in ITEM 5 of the Declarations which shall be in addition to and not part of the Aggregate Limit of Liability referenced in ITEM 3.A of the Declarations. The Insurer shall have no duty to defend any **Insured** in connection with any **Expense Event** referenced in this Section.

A. CRISIS EVENT EXPENSES

The Insurer will reimburse the **Insured** for all **Crisis Event Expenses** incurred as a result of all **Crisis Events** that first occur during the **Policy Period**, subject to the Sublimit of Liability referenced in ITEM 5.A of the Declarations.

B. DISCIPLINARY PROCEEDINGS EXPENSES

The Insurer will reimburse the **Insured** for all **Disciplinary Proceeding Expenses** incurred in connection with all **Disciplinary Proceedings** first commenced against an **Insured** during the **Policy Period**, subject to the Sublimits of Liability referenced in ITEM 5.B of the Declarations. The Insurer shall not pay and there shall be no coverage for any fines, judgments, awards or settlements in connection with any **Disciplinary Proceeding**.

C. SECURITY INCIDENT RESPONSE EXPENSES

The Insurer shall reimburse the **Named Insured** for any **Security Incident Response Expenses** incurred in connection with all **Security Incidents** first commenced against an **Insured** during the **Policy Period**, subject to the Sublimits of Liability referenced in ITEM 5.C of the Declarations.

D. SUBPOENA COMPLIANCE EXPENSES

If the **Insured** gives the Insurer notice of a subpoena for documents or testimony arising out of **Professional Services** performed by such **Insured**, first received by the **Insured** during the **Policy Period**, the Insurer shall pay reasonable attorneys' fees and expenses associated with the response to such subpoena, subject to the Sublimit of Liability referenced in ITEM 5.D of the Declarations.

At the **Insured's** request, and upon the Insurer's receipt of a copy of the subpoena, the Insurer shall assign 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: (i) the subpoena arises out of a lawsuit to which the **Insured** is not a party, and (ii) the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit. Coverage provided hereunder shall not include coverage for any **Disciplinary Proceeding**.

E. LITIGATION PARTICIPATION EXPENSES

Upon the Insurer's request, the **Insureds** shall attend all **Litigation Events** relative to the defense of a **Claim**. The Insurer shall reimburse such **Insureds** for all **Litigation Participation Expenses** incurred in connection with such **Litigation Events**, subject to the Sublimits referenced in ITEM 5.E of the Declarations.

SECTION III – EXCLUSIONS

This Policy does not apply to any **Claim** or **Expense Event**:

A. BENEFICIARY/DISTRIBUTE

based upon, arising out of or attributable to, or in consequence of any **Loss** sustained by an **Insured** in its capacity as a beneficiary or distributee of any trust or estate.

B. BODILY INJURY/PROPERTY DAMAGE

based upon, arising out of or attributable to any **Bodily Injury** or **Property Damage**, provided this exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the **Insured's** rendering or failure to render **Professional Services**.

C. CAPACITY

based upon, arising out of or attributable to an **Insured's** services or capacity as an officer, director, partner, trustee, manager, owner, or employee of a corporation, partnership, association, trust or fund, including a pension, welfare, profit sharing, mutual or investment fund or trust, or any other business enterprise or charitable organization of any kind other than the **Named Insured**, provided this exclusion shall not apply to **Professional Services** provided by the **Insured** to such other entity.

D. CONDUCT

based upon, arising out of or attributable to:

1. the gaining of any profit, remuneration, advantage to which the **Insured** was not legally entitled;
2. any intentional, criminal, dishonest, malicious or deliberately fraudulent act, error or omission by and **Insured**;

If established by a final, non-appealable adjudication of the **Claim** in any judicial, administrative or alternative dispute resolution proceeding.

For purposes of determining the applicability of this exclusion, no fact pertaining to, knowledge possessed by or conduct of a natural person **Insured** shall be imputed to any other natural person **Insured**.

E. CONFIDENTIAL/PERSONAL INFORMATION

based upon, arising out of or attributable to the access to or disclosure of any person or organization's confidential or personal information, including but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information or the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data; provided, however, this exclusion does not apply: (i) to the extent of

coverage otherwise provided by Section II.C of the Policy, or (ii) to a **Claim** arising out of **Professional Services** provided by an **Insured** to a client of the **Named Insured**.

F. CONTRACT

based upon, arising out of or attributable to any actual or alleged liability of the **Insured** pursuant to any written or oral contract or agreement, including any indemnification agreement, warranty, guarantee or promise, provided that this exclusion does not apply to the extent the **Insured** would have been liable in the absence of such contract or agreement.

G. CONTROLLED ENTERPRISE

based upon, arising out of or attributable to any **Professional Services** rendered or that should have been rendered by an **Insured** to any **Controlled Enterprise**.

H. DESTRUCTION, DIMINUTION OR LOSS OF ASSETS

based upon, arising out of or attributable to any loss or destruction, or any diminution in the value of any asset in the **Insured's** care, custody or control, or out of the misappropriation of or failure to give an account of, or failure to produce upon legitimate demand, any asset in the **Insured's** care, custody or control, including the commingling of funds.

I. ERISA

based upon, arising out of or attributable to an **Insured's** actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, or the Pension Protection Act of 2006, including any amendments, or any rules, regulations or orders issued thereto, or any similar provisions of any federal, state or local law.

J. INSURED V. INSURED

brought by or on behalf of an **Insured** against another **Insured** unless such **Claim** arises out of **Professional Services** by an **Insured** to such other **Insured** as a client of the **Named Insured**.

K. INTELLECTUAL PROPERTY

based upon, arising out of or attributable to any actual or alleged violation of any intellectual property rights or law, including but not limited to, the infringement of any copyright, title, slogan, patent, trademark, certification mark, service mark, service name, trade dress, trade secret, or misappropriation of trade secrets or ideas, provided this exclusion does not apply to a **Claim** arising out of **Professional Services** provided by an **Insured** to a client of the **Named Insured**.

L. PRIOR KNOWLEDGE

based upon, arising out of or attributable to any fact, circumstance, situation or **Wrongful Act**, to which any **Insured** had knowledge as of the inception of the first lawyers professional liability policy issued by the Insurer to the **Named Insured** and continuously renewed and maintained in effect prior to the inception date of this Policy, as referenced in ITEM 2 of the Declarations, that was reasonably likely to give rise to a **Claim** or **Expense Event** that would fall within the scope of coverage provided by this Policy.

M. PRIOR NOTICE

based upon, arising out of or attributable to any fact, circumstance, situation, **Wrongful Act** which has been the subject of any notice given prior to the inception of this Policy under any lawyer's professional liability or other equivalent insurance policy to this Policy.

N. PUBLIC OFFICIAL/GOVERNMENT EMPLOYEE

based upon, arising out of or attributable to an **Insured's** services or capacity as a public official or employee of a governmental body, subdivision or agency.

SECTION IV – NOTICE

- A. As a condition precedent to their rights under the Policy, the **Insureds** shall give to the Insurer written notice of any **Claim** made against any **Insured** as soon as practicable, but in no event later than: (i) sixty (60) days after the end of the **Policy Period**, or (ii) the expiration of the applicable **Extended Reporting Period**, if exercised.
- B. With respect to coverage under SECTION II-COVERAGE EXTENSIONS, the **Insured** shall provide written notice to the Insurer of any **Expense Event** as soon as practicable but no later than the expiration of the **Policy Period** or **Extended Reporting Period**, if exercised. Notice to the Insurer of any **Expense Event** shall constitute a notice of circumstance pursuant to Section IV.C below, and any **Claim** subsequently made against any **Insured** arising out of such **Expense Event** shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which such specific **Expense Event** was first reported to the Insurer.
- C. If during the **Policy Period** an **Insured** becomes aware of any **Wrongful Act** or circumstance that might reasonably be expected to result in a **Claim** against any **Insured**, and gives written notice to the Insurer of such potential **Claim** during the **Policy Period** including:
1. a description of the specific **Wrongful Act** or circumstance, including all relevant dates;
 2. the names of the claimants and **Insureds**, to the extent known, involved in the potential **Claim**;
 3. particulars as to the reasons for anticipating a **Claim**, including the manner in which the **Insured** first became aware of the specific **Wrongful Act** or circumstance;
- then any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** or circumstance shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which such specific circumstance or **Wrongful Act** was first reported to the Insurer.
- D. Except as otherwise provided in this Policy, all notices under any provision of this Policy shall be in writing and given by prepaid express courier, certified mail, email or fax properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in ITEM 1 of the Declarations. Notice to the Insurer shall be given to the respective address shown ITEM 9 of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notice is sent, whichever is earlier, subject to proof of transmittal.

SECTION V - DEFENSE, INVESTIGATION, & CONSENT TO SETTLE

A. Defense of Claims

The Insurer has the right and duty to defend any **Claim** made against an **Insured** to which this Policy applies, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the Insurer shall have no duty to defend any **Insured** against any **Claim** to which this insurance does not apply. The Insurer shall not appoint defense counsel in connection with any **Claim** without the consent of the **Named Insured**, such consent not to be unreasonably withheld or delayed.

The Insurer shall not be obligated to pay any **Loss**, or to undertake or continue the defense of any **Claim**, after the applicable Limit of Liability has been exhausted by the payment of **Loss** or a settlement agreed to by the Insurer, or after the applicable Limit of Liability has been deposited with, or becomes subject to control of, a court of competent jurisdiction. The duty to defend also terminates when all potentially covered **Claims** are dismissed or withdrawn.

If a **Claim** is subject to arbitration or mediation, the Insurer or defense counsel assigned by the Insurer shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of the arbitration or mediation proceeding.

B. Pre-Claim Assistance

If the **Insured** gives notice of a potential **Claim** pursuant to Section IV.C of the Policy, the Insurer may, at its sole discretion, pay any costs and expenses it incurs to investigate the potential **Claim**. Such payment is not subject to a Deductible and shall be in addition to and not part of, the Aggregate Limit of Liability referenced in ITEM 3.A of the Declarations. Once such potential **Claim** becomes a **Claim**, all **Loss** incurred thereafter in connection with such **Claim**, shall be subject to a Deductible and shall be part of and not in addition to, the Aggregate Limit of Liability stated in ITEM 3.A of the Declarations.

C. Consent to Settle

Except as provided in paragraph **D** below, the Insurer will not settle any **Claim** without the consent of the **Insured**, such consent not to be unreasonably withheld or delayed. As a condition precedent to coverage under this Policy, the **Insured** shall not admit liability for or settle any **Claim**, incur any **Expenses** or **Claim Expenses**, without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall have the right to investigate and conduct negotiations and, with the written consent of the **Named Insured**, effect settlement of any **Claim** as the Insurer deems reasonable. The Insurer shall not be liable for any settlement, **Loss** or assumed obligations for which it has not given its prior written consent.

D. If the Insurer recommends a settlement of a **Claim** within the Policy's applicable Limit of Liability which is acceptable to the claimant, and the **Insureds** refuse to consent to such settlement, then the Insurer's liability on account of such **Claim** shall not exceed the total sum of:

1. the amount for which the **Claim** could have settled such **Claim**, plus **Claim Expenses** incurred up to the date of the **Insured's** refusal to consent to such settlement; and
2. fifty percent (50%) of **Loss** incurred in connection with such **Claim** in excess of the amount referenced in paragraph 1 above. The remaining fifty percent (50%) shall be borne by the **Insured** at its own risk and remain uninsured;

provided, however in no event shall the Insurer's liability exceed the applicable Limit of Liability set forth in ITEM 3.A and/or ITEM 3.B of the Declarations.

E. Collaborative Defense

The **Insured's** Deductible as provided in ITEM 4 of the Declarations will be reduced by fifty percent (50%) for any **Claim** if:

1. such **Claim** is settled or resolved as:
 - a) evidenced by a written settlement agreement; and
 - b) within 365 days of the date the **Claim** is reported to the Insurer pursuant to the terms and conditions of Section IV, and for an amount, acceptable to the Insurer; or
2. such **Claim** is settled as a result of arbitration or mediation;

provided, however, the amount of the Deductible reduction shall not exceed \$25,000 for any such **Claim**.

F. Cooperation

The **Insured** shall cooperate with the Insurer. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Insurer. The **Insured** agrees not to take any action which in any way prejudices or increases the Insurer's exposure under the Policy.

Upon the Insurer's request, the **Insured** shall assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the

Insured. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

SECTION VI – LIMIT OF LIABILITY & DEDUCTIBLE

A. Limit of Liability

1. The most the Insurer will pay for all **Loss** for all **Claims** covered by this Policy is the Aggregate Limit of Liability stated in ITEM 3.A of the Declarations. The most the Insurer will pay for all **Loss** for each **Claim** is the Each Claim Limit of Liability stated in ITEM 3.B of the Declarations.
2. The most the Insurer will pay for each respective **Expense** referenced in SECTION II-COVERAGE EXTENSIONS, is the respective Sublimit set forth in ITEMS 5.A-E of the Declarations, for each such **Expense** regardless of the number of payments sought, claimants or **Insureds** involved, or **Expense Events** that occur. Such amounts shall be in addition to and not part of the Aggregate Limit of Liability referenced in ITEM 3.A of the Policy.
3. Once the Aggregate Limit of Liability as shown in ITEM 3.A of the Declarations is exhausted by the Insurer's payment of **Loss**, the Insurer will have no further obligations of any kind under this Policy, and all such obligations, including with respect to any coverage provided under SECTION II, shall be completely fulfilled and extinguished. The Insurer is entitled to pay **Loss** as it becomes due and payable by the **Insureds**, without consideration of other future payment obligations.
4. The Aggregate Limit of Liability for any **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Aggregate Limit of Liability as set forth in ITEM 3.A of the Declarations.

B. Claim Expenses

Claim Expenses are part of and not in addition to the Limits of Liability as set forth in ITEM 3 of the Declarations and the payment by the Insurer of **Claim Expenses** reduces such Limits of Liability.

C. Deductible

The Deductible stated in ITEM 4 of the Declarations shall apply separately to each **Claim**. The Insurer shall be liable only for **Loss** incurred by the **Insured** in excess of such Deductible. Any payment of a Deductible in connection with a **Claim** shall not reduce any other applicable Deductible for any other **Claim** (that is not a **Related Claim**). A Deductible shall be satisfied by monetary payments of **Loss** by the **Named Insured** or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. Any Deductible shall be paid within thirty (30) days of written demand by the Insurer. All other rights, duties, and obligations under the Policy shall remain the same regardless of whether or not the applicable Deductible has been satisfied.

D. Multiple Insureds, Claims and Claimants

The Limits of Liability shown in ITEM 3 of the Declarations is the most the Insurer will pay as **Loss** regardless of the number of **Insureds**, **Claims** or claimants. All **Related Claims** shall be deemed a single **Claim** and only one Deductible shall apply to such single **Claim**. Such single **Claim** shall be deemed to be first made on the date the earliest of such **Related Claims** is first made against any **Insured** regardless of whether such date is before or during the **Policy Period**. The **Insured** shall provide notice to the Insurer of any subsequent **Related Claim** pursuant to Section IV.A above. This Policy shall not cover any **Loss** incurred in connection with any subsequent **Related Claim** before such subsequent **Related Claim** is reported to the Insurer in accordance with Section IV.A of the Policy.

SECTION VII – EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

If the **Named Insured** or Insurer cancels or non-renews this Policy, other than for non-payment of premium, the **Insured** shall have an Automatic Extended Reporting Period of ninety (90) days to commence immediately after the expiration of the Policy, to report to the Insurer any **Claim** first made against any

Insured during the **Policy Period** but only for **Wrongful Acts** taking place on or after the **Retroactive Date** and prior to the effective date of the cancellation or non-renewal.

B. Optional Extended Reporting Period

1. If the Insurer or the **Named Insured** cancels or non-renews this Policy, other than for non-payment of premium, then the **Named Insured** shall have the right, upon payment of the additional premium as set forth in ITEM 7 of the Declarations, to purchase an **Extended Reporting Period** as set forth as set forth in ITEM 7 of the Declarations, immediately following the effective date of such termination or non-renewal but only with respect to any **Claim** first made against any **Insured** during the **Policy Period** and reported in writing to the Insurer during the **Extended Reporting Period**, and only for **Wrongful Acts** taking place on or after the **Retroactive Date** and prior to the effective date of the cancellation or non-renewal.
2. This right of extension will lapse unless written notice of such election, together with payment of the additional premium, is given by the **Insureds** to the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal. The **Extended Reporting Period** is not cancellable by the Insurer and the entire additional premium for the **Extended Reporting Period** will be deemed fully earned at inception of the **Extended Reporting Period**.
3. The first ninety (90) days of the **Optional Extended Reporting Period** shall run concurrent with the Automatic Extended Reporting Period referenced in Section VII.A above.

C. Non-Practicing Extended Reporting Period

If an **Insured** as defined in Section XX.M.2 retires, or otherwise voluntarily ceases, permanently and totally, the **Private Practice Of Law** during the **Policy Period**, then such **Insured** shall have the right, upon payment of the additional premium as set forth in ITEM 7 of the Declarations, to purchase an **Extended Reporting Period** as set forth as set forth in ITEM 7 of the Declarations, to commence upon the latter of the expiration of the **Policy Period**, any renewal or successive renewal of this Policy or any optional **Extended Reporting Period**, but only for **Wrongful Acts** taking place on or after the **Retroactive Date** and prior to the effective date of the retirement or cessation.

This right of extension will lapse unless written notice of such election, together with payment of the additional premium, is given by the **Insured** to the Insurer within sixty (60) days following the effective date of retirement or cessation. The entire additional premium for the non-practicing **Extended Reporting Period** will be deemed fully earned at inception of the **Extended Reporting Period**; provided there shall be no additional premium for any **Extended Reporting Period** elected up to three (3) years if the **Insured** retires or ceases the **Private Practice of Law** during the **Policy Period** and has been insured by the Insurer under a primary lawyers professional liability policy for at least three (3) consecutive years.

This **Extended Reporting Period** is provided until such **Insured** resumes the **Private Practice of Law** or until the death of such **Insured** in which case paragraph **D** below applies.

D. Upon Death or Disability Extended Reporting Period

If a natural person **Insured** dies or becomes **Totally and Permanently Disabled** during the **Policy Period**, then upon the latter of the expiration of the **Policy Period**, any renewal or successive renewal of this Policy, or any optional **Extended Reporting Period**, such **Insured** shall be provided with a death or disability **Extended Reporting Period** as provided below:

1. In the event of death, the estate, heirs, executors or administrators of such **Insured** must provide the Insurer with written proof of the date of death. This **Extended Reporting Period** is provided to the estate, heirs, executors and administrators of such **Insured** until the executor or administrator of the estate of such **Insured** is discharged, but only with respect to any **Wrongful Act** of such **Insured** committed in their capacity as such.

2. If an **Insured** becomes **Totally and Permanently Disabled**, such **Insured** or **Insured's** legal guardian must provide the Insurer with written proof that such **Insured** is **Totally and Permanently Disabled**, including the date the disability commenced, certified by the **Insured's** physician. The Insurer retains the right to contest the certification made by the **Insured's** physician.

No additional premium will be charged for any death or disability **Extended Reporting Period**.

E. All Extended Reporting Period Options

1. As a condition precedent to the right to purchase an **Extended Reporting Period**, the total premium that is due shall be paid within sixty (60) days of the effective date the cancellation or non-renewal.
2. No **Extended Reporting Period** is available to any **Insured** who is disbarred, suspended or resigns from the **Private Practice of Law** in lieu of suspension, in any state where the **Insured** has a license or right to practice law.
3. There shall be no coverage for any **Claims** otherwise subject to coverage under this Section VII.A-D, if there is any other insurance in effect that would apply to such **Claims**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase of the **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3.A of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this section shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - FIRM CHANGES

If during the **Policy Period** there is a change of more than fifty percent (50%) of the **Named Insured's** total lawyer population (as of the effective date of the **Policy Period**), the **Named Insured** shall notify the Insurer of within sixty (60) days of such change.

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger or acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible lawyers professional liability, cyber liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible, retention, if applicable, and limit of liability of such other insurance whether such

other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights.

SECTION XI - BANKRUPTCY

Bankruptcy or insolvency of the **Named Insured** or any **Insured** shall not relieve the Insurer of any of its obligations under this Policy, nor deprive the **Insured** of any of its rights or defenses under this Policy.

SECTION XII - REIMBURSEMENT OF THE INSURER

If the Insurer pays any **Loss** in excess of the applicable Limits of Liability (other than with respect to coverage provided under SECTION II-COVERAGE EXTENSIONS), or within the amount of any applicable Deductible, each **Insured** shall be liable to the Insurer for any and all such amounts, and, upon demand, shall pay such amounts within sixty (60) days of the Insurer's request. If it is negotiated or determined that any **Claim Expenses** are not covered under this Policy, each **Insured** agrees to repay the Insurer the amount of such **Claim Expenses** within sixty (60) days of the Insurer's request.

SECTION XIII - NAMED INSURED - SOLE AGENT

The **Named Insured** shall be the sole agent of **all Insureds** hereunder for the purpose of effecting or accepting any amendments to or cancellation of this Policy, for the purpose of receiving such notices as may be required by law and/or any provision(s) of this Policy, for the completing of any **Application** and the making of any representations, for the payment of any premium and the receipt of any return premium that may become due under this Policy, for the payment of any Deductible obligations that may become due under this Policy, and the exercising or declining to exercise any right under this Policy, including declining or exercising any **Extended Reporting Period**.

SECTION XIV – TERRITORY, VALUATION AND CURRENCY

This Policy applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world where permissible by law. If a judgment, settlement or amount of **Loss** under this Policy is stated in currency other than United States dollars, payment under this Policy will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other **Loss** becomes payable.

SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS

No change in, modification of, or assignment of interest under this Policy shall be effective unless made by the Insurer via a written endorsement to this Policy. The titles and headings to the various sections, subsections and endorsements of this Policy are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

SECTION XVI - NO ACTION AGAINST THE INSURER

No action shall lie against the Insurer unless, as a condition precedent, there shall have been full compliance with all of the terms and conditions of this Policy. No person or organization shall have the right under this Policy to join the Insurer as a party to any action against any **Insured** to determine the liability of the **Insured**, nor shall the Insurer be impleaded by the **Insureds** or their legal representatives in any such action.

SECTION XVII - CANCELLATION & NONRENEWAL

- A. The **Named Insured** may cancel this Policy by mailing or delivering advance written notice of cancellation to the Insurer.
- B. The Insurer may cancel only for non-payment of premium. In such event, the Insurer shall mail or deliver written notice of cancellation to the **Named Insured** at least:
 - 1. Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
 - 2. Thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.
- C. If this Policy is cancelled, as referenced in paragraphs A or B above, the Insurer shall send to the **Named Insured** a partial premium refund, computed pro rata.
- D. Any notice of cancellation shall state the effective date of cancellation. The Policy Period shall end on the effective date of the cancellation.
- E. If the Insurer decides to non-renews this Policy, the Insurer will mail or deliver to the **Named Insured** written notice of non-renewal at least 60 days prior to the end of the **Policy Period**.
- F. The Insurer shall send all notices required under this Section to the **Named Insured** at the address in ITEM 1 of the Declarations, and by mail or electronic mail to this Policy's broker of record, if any. Proof of mailing will be sufficient proof of notice.

SECTION XVIII – STATE AMENDATORY INCONSISTENCY

It is agreed that to the extent there is an inconsistency between any terms and/or conditions of the Policy or any endorsement thereto, and any state amendatory endorsement attached to this Policy, then to the extent permitted by law, the Insurer will apply those terms and conditions that are more favorable to the **Insured**.

SECTION XIX - ENTIRE CONTRACT

By acceptance of this Policy, all **Insured(s)** agree that all statements made and information furnished to the Insurer are true, accurate and complete and that this Policy has been issued in reliance upon the truth and accuracy of such statements and information, subject to all of the terms and conditions of this Policy.

SECTION XX – DEFINITIONS

- A. **Application** means all materials and information, including all signed applications and any materials submitted therewith or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer in connection with the underwriting of this Policy.
- B. **Bodily Injury** means physical injury, sickness or disease sustained by a person, including death, mental anguish or emotional distress resulting therefrom.
- C. **Claim** means any:
1. written demand against any **Insured** for monetary, non-monetary or injunctive relief, including a demand that the **Insured** toll or waive a statute of limitations, and a written demand or request for arbitration, mediation or other alternative dispute resolution, which shall be deemed first made upon the **Insured's** receipt of such demand; and
 2. civil proceeding against an **Insured** including any appeal therefrom, commenced by and which shall be deemed first made upon the service upon, or receipt by, an **Insured** of a complaint or similar pleading;
- for a **Wrongful Act**.
- D. **Claim Expenses** mean reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including but not limited to the premium for appeal bond, attachment bond or similar bond but without any obligation by the Insurer to apply for or furnish any such bonds. **Claim Expenses** do not include salaries, wages or expenses of any **Insured** including but not limited to, partners, principals, officers, directors, members or employees of the **Insured**.
- E. **Controlled Enterprise** means any entity other than the **Named Insured**, that at the time of the **Wrongful Act** or **Expense Event**:
- a. is a publically traded entity and 5% or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by one or more **Insured**, or any natural person **Insured's** spouse or domestic partner;
 - b. is not a publically traded entity and 25% or more of the legal, beneficial or equitable ownership of such enterprise is owned or controlled, individually or collectively, by one or more of the **Insureds** or any natural person **Insured's** spouse or domestic partner;
- Controlled Enterprise** does not include any business enterprise in which the ownership, control, or management by an **Insured** is exclusively in a fiduciary capacity as an administrator, conservator, executor, trustee, guardian, receiver, or committee, or in a similar fiduciary capacity incidental to the practice of law by a **Named Insured**.
- F. **Crisis Event** means:
1. the death, departure or debilitating illness of the sole proprietor, managing partner, or any practice group leader of the **Named Insured**;
 2. an incident of workplace violence at the offices of the **Named Insured** referenced in ITEM 1 of the Declarations; or
 3. the filing of an involuntary bankruptcy petition against the **Named Insured**.
- G. **Crisis Event Expenses** means reasonable fees incurred by the **Named Insured** and consented to by the Insurer, for necessary consulting services provided by a public relations firm in response to a **Crisis Event**.
- H. **Disciplinary Proceeding** means a formal investigation or proceeding regarding an **Insured's** adherence to professional standards of conduct before a court, state licensing board, peer review committee, bar association or other regulatory body.

Disciplinary Proceeding does not include any: (i) criminal proceedings or proceedings or hearings to determine the reasonableness of, or right or entitlement to, any fees or charges by any **Insured**, or (ii) any subpoena otherwise covered under Section II.D of the Policy.

- I. **Disciplinary Proceeding Expenses** means reasonable and necessary fees, costs and expenses incurred for legal work performed by attorneys other than any **Insured**, in connection with **Disciplinary Proceedings**.
- J. **Expenses** means **Crisis Event Expenses, Disciplinary Proceeding Expenses, Security Incident Response Expenses, Litigation Participation Expenses**, and reasonable attorney fees and expenses incurred in connection with the response to a subpoena, as referenced in SECTION II.D, above.
- K. **Expense Event** means any **Crisis Event, Disciplinary Proceeding, Security Incident, Litigation Event** or the **Insured's** receipt of a subpoena covered under Section II.D, above.
- L. **Extended Reporting Period** means the period of coverage as shown in ITEM 7 of the Declarations.
- M. **Insured** means:
1. the **Named Insured** shown in the Declarations or any **Predecessor**;
 2. any past, present or future partner, officer, director, shareholder, attorney, or member of the **Named Insured** but only with respect to **Professional Services** rendered on behalf of the **Named Insured** or any **Predecessor**;
 3. an attorney acting as "Of Counsel" but only while performing **Professional Services** on behalf of the **Named Insured**;
 4. all non-lawyer employees, interns, volunteers or independent contractors but only with respect to liability arising from and in the course of their services on behalf of the **Named Insured** or any **Predecessor**; and
 5. the estates, heirs, executors, administrators, assigns and legal representatives of a natural person **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only in their capacity as such, and only to the extent that such **Insured** would otherwise be provided coverage under the Policy.
- N. **Interrelated Wrongful Acts** means any and all **Wrongful Acts** that have as a common nexus any fact, circumstance, event, transaction, cause or series of causally or logically connected facts, circumstances, events, transactions or causes.
- O. **Litigation Events** means all mediations, settlement conferences, arbitration proceedings, hearings, depositions and trials relative to the defense of any **Claim**.
- P. **Litigation Participation Expenses** means any actual loss of earnings and reasonable expenses incurred by an Insured in connection with a **Litigation Event**.
- Q. **Loss** means those amounts any **Insured** becomes legally obligated to pay as a result of a **Claim**, including but not limited to damages (including punitive, exemplary and multiple damages), judgments, settlements, **Claim Expenses** and any award of pre-judgment and post-judgment interest with respects to covered damages, judgments or settlements. Solely with respect to coverage under SECTION II, **Loss** shall include **Expenses**.

The insurability of punitive, exemplary or multiple damages shall be determined under the internal laws of any jurisdiction most favorable to the **Insureds**, including the jurisdiction in which the **Named Insured**, the Insurer, this Policy or such **Claim** is located.

Loss does not include:

1. the multiplied portion of multiplied awards;
2. fines, penalties, taxes or sanctions imposed by law, other than as referenced above;

3. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement, court order, or bankruptcy of any **Insured**;
 4. the return, reduction, restitution, withdrawal, forgiveness, waiver or offset of any legal fees, costs, expenses or receivables, paid to, incurred, charged or chargeable by, an **Insured**;
 5. the cost of correcting, re-performing or completing, any **Professional Services** by an **Insured**;
 6. the cost of complying with any injunctive or other non-monetary relief;
 7. amounts which are uninsurable by law.
- R. **Named Insured** means the entity referenced in ITEM 1 of the Declarations.
- S. **Personal Injury** means injury arising out of one or more of the following offenses:
1. false arrest, unlawful detention, imprisonment, malicious prosecution, wrongful eviction, wrongful entry or trespassing; or
 2. invasion, infringement, interference with an individual's right to privacy or publicity, including but not limited to public disclosure of private facts and intrusion or commercial approbation of name or likeness;
 3. libel, slander or public disclosure of other defamatory or disparaging material;
- Personal Injury** does not mean any oral or written publication, in any manner, which arises out of advertising broadcasting or telecasting activities conducted by, or on behalf of, the **Insured**.
- T. **Policy Period** means the period of time set forth in ITEM 2 of the Declarations, subject to its earlier cancellation or termination.
- U. **Predecessor** means any individual or entity engaged in **Professional Services** and identified in the **Application** that, prior to the inception of this **Policy Period**, the **Named Insured** became the successor in interest to greater than fifty-percent (50%) of such entity or individual's financial assets and liabilities.
- V. **Private Practice of Law** means the practice of law performed by an **Insured** for a fee, including hourly, contingent or lump sum, as a sole practitioner or as a partner, officer, director, stockholder-employee, associate, manager, member or employee, of a law firm, or any agreement to act as an independent contractor or "Of Counsel" to a law firm. **Private Practice of Law** does not include the practice of law by an **Insured** on a pro bono basis.
- W. **Professional Services** means services provided to others by an **Insured** in their capacity as such:
1. as a licensed attorney in good standing or notary public;
 2. as a mediator, arbitrator, or other neutral fact finder;
 3. as a title agent pursuant to a written agreement with a licensed title insurance company, and provided that such title insurance company is not an **Insured** under this Policy;
 4. as an administrator, conservator, executor, guardian, trustee, receiver, or in any similar court appointed fiduciary capacity, provided such services are performed in connection with and incidental to **Professional Services** provided by the **Named Insured**;
 5. as an author, but only for the publication or presentation of legal research papers and legal writing materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or for compensation less than \$10,000;
 6. as a member of a bar association or other ethics, peer review, accreditation, licensing or similar board, committee or organization;
 7. as a licensed attorney on a pro bono basis that is approved in writing in advance by the **Named Insured** or any **Predecessor**;

8. as a lobbyist or government affairs advisor;

Professional Services do not include:

- (a) the providing or failure to provide any financial or investment advice or financial management; or
- (b) services rendered as a real estate or insurance agent or broker or as a promoter, seller, and/or solicitor of securities, real estate or other investments.

X. **Property Damage** means:

- 1. physical injury to tangible property, including any resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. loss of use of tangible property that has not been physically injured. All such loss of use shall be deemed to occur at the time such loss of use first manifests itself;

For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means 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.

Y. **Related Claims** means all **Claims** for **Wrongful Acts** or **Interrelated Wrongful Acts**, which in whole or part, allege, arise out of, are based upon, or are in consequence of, the same or related facts, circumstances, situations, transactions or events, or series of related facts, circumstances, situations, transactions or events, regardless of whether the **Claim** or **Claims** alleging such acts involves the same or different claimants, causes of action or are brought in the same or different jurisdictions.

Z. **Retroactive Date** means the date specified in ITEM 8 of the Declarations.

AA. **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 law or regulation pertaining to the protection of such confidential information.

BB. **Security Incident Response Expenses** means 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.

CC. **Totally and Permanently Disabled** means that the **Insured** has become so disabled as to be wholly unable to provide any **Professional Services** in such **Insured's** capacity and such disability has existed continuously for not less than six (6) months and is expected to be continuous and permanent. **Totally and Permanently Disabled** shall not include any condition which:

- 1. is a result of war or acts of war, whether or not declared;
- 2. occurred during active service in the armed forces of any country; or
- 3. results from:
 - a. intentionally self-inflicted Injuries; or
 - b. attempted suicide, whether or not sane; or the abuse or misuse of an addictive substance.

DD. **Wrongful Act** means any actual or alleged act, error, omission or breach of duty by an **Insured** in the rendering or failure to render **Professional Services**. **Wrongful Act** also means any actual or alleged **Personal Injury** by an **Insured** committed in the rendering or failure to render **Professional Services**.

Endorsement No.



INDIVIDUAL INSURED RETROACTIVE DATE ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The following EXCLUSION shall be added to Section III:

This Policy does not apply to any **Claim** or **Expense Event** based upon, arising out of or attributable to, directly or indirectly, in whole or in part, any **Wrongful Act** actually or allegedly committed by an **Individual Insured** referenced in the **Schedule** below, prior to the corresponding **Retroactive Date** referenced therein.

SCHEDULE

INDIVIDUAL INSURED(S):

RETROACTIVE DATE:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SPECIMEN

Endorsement No.



INSURING AGREEMENT AMENDED ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

SECTION I – INSURING AGREEMENT shall be replaced with the following:

The Insurer shall pay on behalf of the **Insured**, all **Loss** in excess of the Deductible, resulting from any **Claim** first made against the **Insured** during the **Policy Period** and reported during the **Policy Period** or **Extended Reporting Period**, if exercised, arising out of a **Wrongful Act** committed after the **Retroactive Date**, provided that:

- (i) as of the inception of the first lawyers professional liability policy issued by the Insurer to the **Named Insured** (and continuously renewed and maintained in effect prior to the inception date of this Policy, as referenced in ITEM 2 of the Declarations), no **Insured** had knowledge of any fact, circumstance, situation or **Wrongful Act**, that was reasonably likely to give rise to a **Claim** or **Expense Event** that would fall within the scope of coverage provided by this Policy; and
- (ii) no **Insured** gave notice of such **Claim** or **Wrongful Act** or a **Related Claim, Interrelated Wrongful Act, or Expense Event** to any prior insurer.

The EXCLUSIONS in Section III.L and III.M are deleted.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.



DEFENSE COUNSEL ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following Policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The first paragraph of Section V.A shall be replaced with the following:

A. Defense of Claims

The Insurer has the sole right and duty to defend any **Claim** made against an **Insured** to which this Policy applies, even if the allegations of the **Claim** are groundless, false or fraudulent. The Insurer has the sole right to appoint defense counsel and to investigate any **Claim** or potential **Claim**. However, the Insurer shall have no duty to defend any **Insured** against any **Claim** to which this insurance does not apply.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SPECIMEN

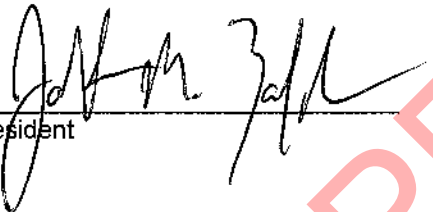


EVEREST.

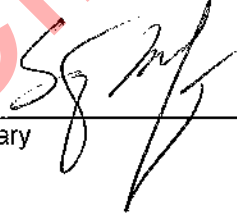
IN WITNESS

IN WITNESS WHEREOF, this policy is signed by officer of the Company shown on the declarations page of this policy.

For:



President



Secretary

SPECIMEN