

FLORIDA LAWYERS MUTUAL INSURANCE COMPANY
LAWYERS PROFESSIONAL LIABILITY AGREEMENT

IMPORTANT NOTICE

**THIS IS A CLAIMS MADE AND REPORTED INSURANCE POLICY.
PLEASE READ CAREFULLY.**

**Please call 800-633-6458 to present inquiries or obtain
information about coverage and to receive assistance
in resolving complaints.**

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I. DEFINITIONS

Defined words appear in **bold type** and apply to any part of the **Policy** where they appear. The words **We, Us, Our,** or **Company** mean Florida Lawyers Mutual Insurance Company. Other defined words are:

1. **"Claim"** means a demand received by an **Insured** for money or services including the service of **Suit**.
2. **"Claimant"** means the person, organization or entity, or their legal representatives, other than the **Insured**, who makes a **Claim**.
3. **"Claims Expense"** means: (a) fees charged by any attorney or arbitrator designated by **Us**; (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense or appeal of a **Claim**, arbitration, **Suit** or other proceeding, if incurred by **Us** or by the **Insured** with **Our** written consent. **Claims Expense** does not include salary or expense of **Our** employees.
4. **"Damages"** means a monetary judgment or settlement which the **Insured** is legally obligated to pay for any **Claim** to which this insurance applies.
5. **"Disciplinary Proceeding"** means a complaint or inquiry to or by The Florida Bar, or a proceeding arising from or in response to a complaint or inquiry to or by The Florida Bar, or a disciplinary action, case or matter, under the Rules Regulating The Florida Bar, involving an allegation that an **Insured** has violated the Rules Regulating The Florida Bar.
6. **"Extended Claims Reporting Period"** means a specified time period after the **Policy Period** to report covered **Claims** or **Incidents**.
7. **"Fines, Sanctions or Penalties"** means punitive damages, multiple damages or other disciplinary related assessments, orders or judgments (including costs and attorneys' fees) imposed or entered by a court or disciplinary authority against an **Insured**.
8. **"Incident"** means any circumstance, act, error or omission which reasonably could be expected to be the basis of or lead to a **Claim** or **Suit** covered by the **Policy**, including any notice, advice, threat, whether written or verbal, that any person, business entity or organization intends to hold an **Insured** responsible for any alleged error or omission.
9. **"Insured"** means any person or organization qualifying as an **Insured** herein under Section III. A. WHO IS AN INSURED.
10. **"Named Insured"** means the individual, firm or professional legal business entity named on the Declarations as Named Insured.
11. **"Personal Injury"** means injury arising out of the performance of **Professional Services** resulting from:
 - a. False arrest, detention or imprisonment;
 - b. Wrongful entry or eviction or other invasion of the right of private occupancy;
 - c. Malicious prosecution based on legal malice inferred from the absence of probable cause and not actual malice; or
 - d. The publication of defamatory material, or a writing or saying in violation of an individual's right to privacy; provided, however, defamation or invasion of privacy made with ill will, malice, or intent to cause injury or harm by or with the consent of the **Insured** shall not be **Personal Injury**.
12. **"Policy"** means collectively this Agreement, the Declarations, and all endorsements, the application and supplements thereto.
13. **"Policy Period"** means the time between the first date shown in the Declarations and the earlier of termination, expiration or cancellation of the **Policy**. This does not include any **Extended Claims Reporting Period**.

14. **"Predecessor Firm"** means any lawyer, law firm or professional legal business entity engaged in the practice of law whose financial assets and liabilities the **Named Insured** is the majority successor in interest.
15. **"Professional Services"** means services performed by an **Insured** on behalf of the **Named Insured**: (a) in a lawyer-client relationship; (b) as a notary public; (c) as a personal representative, conservator, receiver, guardian, or trustee; (d) as an arbitrator, mediator, referee, special master, or hearing officer; (e) as a title agent.
"Professional Services" does not mean or include any matters pertaining or related to an **Insured** lawyer's charges for services or expenses.
16. **"Retroactive Date"** means the date, as shown in the Retroactive Date Schedule Endorsement of the **Policy**, on or after which any act, error or omission in **Professional Services** or **Personal Injury** must have occurred in order for **Claims** arising therefrom to be covered under the **Policy**.
17. **"Suit"** means a court action brought against an **Insured** for money or services, or an arbitration proceeding seeking money damages or services to which the **Insured** is required to submit or to which the **Insured** has submitted with **Our** consent.

II. INSURING AGREEMENT

In consideration of the **Named Insured's** payment, when due, of the premium and the deductible as stated in the Declarations, and in reliance upon the information provided in the application and the performance of the terms, provisions and conditions of the **Policy** by the **Insured**, the **Company** agrees as follows:

A. COVERAGE OF CLAIMS AND INCIDENTS

Subject to the Limit of Liability shown in the Declarations (Limit of Liability) and all of the terms, conditions and provisions of this Agreement, **We** will pay all sums that an **Insured** must legally pay to compensate others for loss resulting from any act, error or omission in **Professional Services** provided or that should have been provided, or for **Personal Injury** arising from the **Professional Services** of an **Insured**, provided that:

1. **Reported Claims:** **We** will cover **Claims** made during the **Policy Period**, if:
 - a. The **Claim** is based on an **Incident** that occurred on or after the **Retroactive Date** of the involved **Insured**; and
 - b. The **Claim** is made against an **Insured** during the **Policy Period**; and
 - c. **We** receive written **Notice** of the **Claim** in compliance with Section II. B. of this Agreement during the **Policy Period**; and
 - d. No **Insured** had knowledge of the **Incident** prior to the **Policy Period**.
2. **Reported Incidents:** **We** will cover **Claims** made against an **Insured** after the **Policy Period**, if:
 - a. During the **Policy Period**, the **Insured** first becomes aware that an **Incident** occurred; and
 - b. Such **Incident** occurred on or after the **Retroactive Date** of the involved **Insured**; and
 - c. A written **Notice** of the **Incident**, complying with Section II. B. of this Agreement, is delivered to **Us** during the **Policy Period**; and
 - d. No **Insured** had knowledge of the **Incident** prior to the **Policy Period**.

B. NOTICES OF CLAIMS, INCIDENTS AND SUITS AS A CONDITION OF COVERAGE

As a condition of coverage, if during the **Policy Period** an **Insured** first becomes aware of an **Incident, Claim or Suit**, the **Insured** must, within the **Policy Period**:

1. Deliver to Us immediately, written **Notice** of any **Incident, Claim or Suit** and provide to Us the fullest information available or obtainable, including:
 - a. The date or dates of the alleged **Incident or Claim**;
 - b. A summary of the circumstances giving rise to the **Incident or Claim** and the injury or damage that has or may result; and
 - c. The circumstances by which you first became aware of the **Incident or Claim**.
2. Immediately deliver to Us all **Suit** papers received by you or your representative(s).

Any **Claim** subsequently made against the **Insured** arising out of a reported **Incident** will be deemed, for the purpose of this insurance, to have been made during the **Policy Period**. If an **Insured** fails to report an **Incident** to Us as required by this Agreement, any **Claim** arising out of the unreported **Incident** will not be covered by the **Policy**.

C. DEFENSE AND SETTLEMENT

1. We will defend any covered **Claim or Suit** brought against the **Insured**, even if the **Claim or Suit** is groundless, false or fraudulent. We will defend any non-covered **Claim or Suit** when such **Claim or Suit** is filed in conjunction with any covered **Claim or Suit** arising out of the same act, error or omission until the covered **Claim or Suit** is resolved by settlement, dismissal or final judgment.
2. We have the right to investigate, retain defense counsel and settle any **Claim or Suit**. We will not settle a **Claim or Suit** without consulting the **Insured**, but the **Insured's** consent to settle will not be required.
3. We will pay all costs of defending the **Claim or Suit** that do not exceed the applicable **Limit of Liability**. We will not defend a non-covered **Claim or Suit** except as set forth in paragraph 1. above. We will not defend or pay any **Claim or Suit** after the **Limit of Liability** has been exhausted in paying judgments, settlements, or **Claims Expense**. We will not defend or pay a **Claim or Suit** after We have deposited the applicable **Limits of Liability** of the **Policy** in a court of competent jurisdiction. If the **Limits of Liability** have been exhausted before a pending **Claim or Suit** has been settled, We will withdraw from defending the **Claim or Suit** and tender the defense to the **Insured**.

D. TRIAL ATTENDANCE COVERAGE

We shall pay the **Insured** a loss of earnings allowance of \$250 for each half-day subject to a maximum of \$500 per day when the **Insured** attends a trial at Our request. This allowance shall not exceed \$5,000 total per **Policy Period**.

The **Policy** deductible shall not apply to any payments under this provision. Further, any payments made under this provision will not reduce the **Limit of Liability** provided by the **Policy**.

E. DISCIPLINARY PROCEEDING COVERAGE

We shall pay up to \$5,000 for reasonable fees and costs of legal services charged by a lawyer selected by the **Company** to defend an **Insured** as a result of a **Disciplinary Proceeding** based on allegations of violation of the Rules Regulating The Florida Bar in performing **Professional Services** on or after the **Retroactive Date** of the **Insured**. Such **Disciplinary Proceeding** must be first made against an **Insured** during the **Policy Period** and reported in writing to Us during the **Policy Period**.

This provision does not provide coverage to an **Insured** for payment of any costs taxed against an **Insured** or any restitution sums or other monetary awards of any other kind or description that result from the institution or disposition of a **Disciplinary Proceeding**.

The **Policy** deductible shall not apply to any payments under this provision. Any payments made under this provision will not reduce the **Limit of Liability** as provided by the **Policy**.

The maximum amount payable under the **Policy** for **Disciplinary Proceedings** shall not exceed \$5,000 per **Policy Period** regardless of how many **Disciplinary Proceedings** occur and are reported to Us during the **Policy Period**.

III. INSUREDS

A. WHO IS AN INSURED

Each of the following is an **Insured** to the extent set forth below:

1. The **Named Insured** as identified in the Declarations.
 - a. If the **Named Insured** is an individual, then only with respect to acts, errors or omissions in **Professional Services** in the law practice of that individual.
 - b. If the **Named Insured** is a professional legal business entity, then any lawyer, partner, officer, director, shareholder, or member of the **Named Insured**, but only with respect to acts, errors or omissions in **Professional Services** in the law practice of the **Named Insured**.
2. Any non-lawyer employee of the **Named Insured**, but only with respect to acts, errors or omissions in **Professional Services** in the law practice of the **Named Insured**.
3. Any lawyer serving as "of counsel" to the **Named Insured** but only with respect to acts, errors or omissions in **Professional Services** in the law practice of the **Named Insured**.
4. Any lawyer who was a partner, officer, director, shareholder, member or employee of or "of counsel" to the **Named Insured** or **Predecessor Firm** at the time the acts, errors or omissions on which liability is asserted occurred but only with respect to acts, errors or omissions in **Professional Services** in the law practice of the **Named Insured** or **Predecessor Firm** as a partner, officer, director, shareholder, member or employee of or "of counsel" to the **Named Insured** or **Predecessor Firm**.

No coverage is provided under the **Policy** for any partner, officer, director, shareholder, member, employee or "of counsel" for acts, errors or omissions occurring before joining the **Named Insured**, unless coverage for prior **Incidents** is purchased and the appropriate **Retroactive Date** is shown.

The **Named Insured** will be deemed the agent of all **Insureds** in regard to all matters relating to the **Policy**.

B. DEATH OF INSURED

If a lawyer who is an **Insured** dies during the **Policy Period**, the following provisions apply:

1. The personal representative of the estate of a deceased lawyer or the person who has temporary custody of the deceased lawyer's business affairs is not an **Insured** and does not have any rights under the **Policy** except as specifically stated in this **DEATH OF INSURED** provision.
2. We will accept actions of the personal representative of the estate of a deceased lawyer or a person who has temporary custody of the deceased lawyer's business affairs to the extent necessary to fulfill the duties or obligations of the **Insured** under the **Policy**.
3. The personal representative of the estate of a deceased lawyer or a person who has temporary custody of the deceased lawyer's business affairs may exercise the right of an **Insured**, subject to the terms and limitations of the **Policy**, to obtain an **Extended Claims Reporting Period** endorsement.
4. If the **Named Insured** identified in the Declarations is an individual or a legal business entity having only one director, officer, shareholder or owner, We will not renew the **Policy** after the death of such individual, sole shareholder, officer, director or sole owner.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

A. LIMITS OF LIABILITY

Regardless of the number of persons covered by the Policy, Claims made or Suits brought, the most We will pay is:

1. For each Claim and its related Claims Expense first made against an Insured and reported to the Company during the Policy Period, including any Extended Claims Reporting Period, the amount stated in the Declarations under Limit of Liability as "per claim".
2. For all Claims and all related Claims Expenses first made against an Insured and reported to the Company during the Policy Period, including any Extended Claims Reporting Period, the amount stated in the Declarations under Limit of Liability as "total limit".

B. SUPPLEMENTAL CLAIMS EXPENSE COVERAGE

The Policy includes supplemental Claims Expense coverage with an aggregate limit equal to 25% of the "per claim" Limit of Liability stated in the Declarations, not to exceed \$1,000,000 for the Policy Period, including any Extended Claims Reporting Period. This supplemental Claims Expense coverage will be used to pay Claims Expense before the available Limit of Liability is used to pay Claims Expense.

C. DEDUCTIBLE

The annual aggregate deductible amount shall only be applied to Damages. Regardless of the number of Claims first made during the Policy Period and any Extended Claims Reporting Period, the total payable by the Insured shall not exceed the annual aggregate deductible amount as stated in the Declarations. The Limit of Liability will apply in excess of the deductible. We will pay covered Claims over the deductible, up to the unused Limit of Liability. If the Company has paid any amounts within the applicable deductible, the Insured agrees to reimburse Us the deductible amount within thirty (30) days after We notify the Named Insured of the amount due. All Insureds are jointly and severally liable for all deductible payments due the Company. The Company has the right to recover from the Insured, any fees and/or costs incurred by the Company in collecting the deductible.

D. NO DEDUCTIBLE FOR PRO BONO ACTIVITIES

The deductible will not apply to any Claim arising from any act, error or omission by an Insured for gratuitous legal services provided for a client who is referred to any Insured by a legal services office qualified for funding by the Federal Legal Services Corporation, or sponsored by a voluntary bar association recognized by The Florida Bar.

E. MULTIPLE INSURED, CLAIMS, CLAIMANTS, POLICIES

If the Policy issued by Us provides coverage for multiple Insureds as defined herein, the inclusion herein of more than one Insured or the making of Claims or the bringing of Suits by more than one person or organization will not increase Our Limit of Liability. Two or more Claims arising out of a single act, error or omission in Professional Services or Personal Injury or a series of related acts, errors or omissions in Professional Services or Personal Injuries shall be treated as a single Claim. All such Claims, whenever made, shall be considered first made at the time the earliest Claim arising out of such act, error or omission in Professional Services or Personal Injury or related acts, errors or omissions in Professional Services or Personal Injuries was first made.

If any Claim is made against an Insured who qualifies for coverage as an Insured under more than one policy issued by Us, the maximum We will pay shall not exceed the highest Limit of Liability under any one policy; and, payments under the Policy will be a pro rata amount based upon the unused Limit of Liability of the Policy and the unused Limits of Liability provided by all policies.

F. REIMBURSEMENT TO US

If We pay any amount for settlements of Claims that exceed the Limit of Liability (other than the supplemental Claims Expense coverage provided for in Section IV. B.); or if We pay any amount that is within the deductible; or if We pay any amount for which We have no liability under the Policy; the Insured must reimburse Us such amounts within thirty (30) days after We notify the Named Insured of the amount due.

V. EXCLUSIONS

A. THE POLICY DOES NOT AFFORD ANY COVERAGE OR BENEFITS WITH RESPECT TO:

1. Any **Claim** arising out of a criminal, dishonest, intentional, malicious or fraudulent act, error or omission committed by an **Insured**.
2. Any **Claim** seeking **Fines, Sanctions or Penalties**.
3. Any **Claim** made against any business enterprise not named in the **Declarations**:
 - a. Owned in whole or in part by an **Insured**; or
 - b. Which is controlled, operated or managed in whole or in part by an **Insured**, individually, or in a fiduciary capacity; including the ownership, maintenance or use of any property.
4. Any **Claim** arising out of an **Insured's** non-professional services, or capacity as:
 - a. An officer, director, committee member, advisory board member, partner, trustee, or employee on behalf of or in the business of a charitable organization, pension, welfare, profit sharing, mutual or investment fund or trust, or business enterprise of any other description that is not expressly named in the **Declarations**.
 - b. A public official or employee of a governmental body, subdivision or agency.
 - c. A fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued relating to that Act except if an **Insured** is deemed to be a fiduciary solely by reason of legal advice given with respect to any employee benefit plan.
5. Any **Claim** arising out of an act, error or omission by an **Insured** in rendering investment advice.
6. Any **Claim** for bodily injury, sickness, disease or death of any person, or injury to, or destruction of any tangible property or loss of use of that property.
7. Any **Claim** arising out of any allegation(s) that an **Insured** has engaged in wrongful or illegal action as an employer, including without limitation allegations of wrongful termination, employment discrimination, sexual harassment, wage or other workplace violations.
8. Any **Claim** arising solely from an act, error or omission by a lawyer with whom an **Insured** shares office space or common facilities, if that lawyer is not also an **Insured** under the **Policy**.
9. Any **Claim** arising out of **Professional Services** by an **Insured** pertaining to the collection or enforcement of any debt, obligation or other property owned, in whole or in part, by an **Insured**.
10. Liability of others which the **Insured** assumes under any contract or agreement.

B. WAIVER OF EXCLUSION OR BREACH OF CONDITIONS

Whenever coverage under the **Policy** would be excluded, suspended or lost because of:

1. Exclusion 1 under Section V. A. of the **Policy**, We will continue coverage otherwise provided by the **Policy** for all other **Insureds** who were neither involved in nor knew of the criminal, dishonest, intentional, malicious or fraudulent act, error or omission, provided any **Insured** claiming entitlement to this waiver immediately delivers written notice to Us of such criminal, dishonest, intentional, malicious or fraudulent act, error or omission; or
2. Failure to comply with Section II. B. of this Agreement, We will continue coverage otherwise provided by the **Policy** for all other **Insureds** who were neither involved in nor knew of the act, error or omission provided any **Insured** claiming entitlement to this waiver immediately delivers written notice to Us of such act, error or omission.

Our obligation to pay, in the event of a waiver, shall only be in excess of the deductible and in excess of the full extent of any assets held by the **Named Insured** belonging to the involved **Insured** who is not a beneficiary to the waiver.

VI. EXTENDED CLAIMS REPORTING PERIOD

A. EXTENDED CLAIMS REPORTING PERIODS

Insureds shall have the option to extend the time for reporting **Claims** or **Incidents** arising from an act, error or omission in **Professional Services** or **Personal Injury** which occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**, which are first made and reported to the **Company** during the **Extended Claims Reporting Period**.

Purchase of an **Extended Claims Reporting Period** Endorsement is conditioned upon:

1. Prior to the termination, cancellation or non-renewal of this coverage, the **Named Insured** has complied with all the terms and conditions of the **Policy** including the payment of all premiums and/or deductibles when due; and
2. The **Named Insured's** or the **Insured's** written request for the endorsement and delivery to FLMIC payment of the appropriate premium within thirty (30) days after termination of coverage; and
3. The **Insured's** license to practice law in Florida has not been suspended or revoked and investigative or disciplinary proceedings which could result in suspension or disbarment have not been instituted by The Florida Bar.

The additional premium and duration of the **Extended Claims Reporting Period** will be determined under **Our** rules and rates in effect on the commencement date of the **Extended Claims Reporting Period**.

B. EXTENDED CLAIMS REPORTING PERIOD FOR ESTATE OF CERTAIN INSUREDS

If an **Insured** dies during the **Policy Period**, the Estate of the **Insured** shall be provided an **Extended Claims Reporting Period** of twenty-four (24) months duration, provided that:

1. Prior to the termination, cancellation or non-renewal of this coverage, the **Named Insured** has complied with all the terms and conditions of the **Policy**, including the payment of all premiums and/or deductibles when due; and
2. The **Insured's** right to practice law in Florida had not been suspended or revoked and investigative or disciplinary proceedings which could result in suspension or disbarment have not been instituted by The Florida Bar; and
3. The **Insured** had been continuously covered by **Us** for at least five (5) consecutive years immediately prior to the death of the **Insured**; and
4. **We** are furnished with evidence satisfactory to **Us** of the date of death of the **Insured**; and
5. **We** receive a written request for an **Extended Claims Reporting Period** endorsement under this provision within sixty (60) days from the expiration of the **Policy**.

The **Extended Claims Reporting Period** Endorsement issued under this provision will extend the time for reporting **Claims** or **Incidents** which arise from an act, error or omission in **Professional Services** or **Personal Injury** which occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**, which are first made and reported to the **Company** during the **Extended Claims Reporting Period**.

An **Extended Claims Reporting Period** added under this provision does not extend the time period in which to exercise the option to purchase an **Extended Claims Reporting Period** of longer duration.

C. EXTENDED CLAIMS REPORTING PERIOD FOR DISABILITY OF CERTAIN INSUREDS

If an **Insured** becomes totally and permanently disabled and unable to practice law during the **Policy Period**, the **Insured** shall be provided an **Extended Claims Reporting Period** of twenty-four (24) months duration, provided that:

1. Prior to the termination, cancellation or non-renewal of this coverage, the **Named Insured** has complied with all the terms and conditions of the **Policy** including the payment of all premiums and/or deductibles when due; and
2. The **Insured's** right to practice law in Florida had not been suspended or revoked and investigative or disciplinary proceedings which could result in suspension or disbarment have not been instituted by The Florida Bar; and

3. The **Insured** had been continuously covered by Us for at least five (5) consecutive years immediately prior to the disability of the **Insured**; and
4. Within sixty (60) days from the expiration of the **Policy**, We are furnished with evidence satisfactory to Us (a) that the **Insured** is and became totally and permanently disabled and unable to practice law during the **Policy Period**, and (b) that the **Insured** has resigned from The Florida Bar or has been placed on inactive status by The Florida Bar; and
5. We receive a written request for an **Extended Claims Reporting Period** endorsement under this provision within sixty (60) days from the expiration of the **Policy**.

The **Extended Claims Reporting Period** Endorsement issued under this provision will extend the time for reporting **Claims** or **Incidents** which arise from an act, error or omission in **Professional Services** or **Personal Injury** which occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**, which are first made and reported to the **Company** during the **Extended Claims Reporting Period**.

An **Extended Claims Reporting Period** added under this provision does not extend the time period in which to exercise the option to purchase an **Extended Claims Reporting Period** of longer duration.

D. EXTENDED CLAIMS REPORTING PERIOD FOR RETIREMENT OF CERTAIN INSURED

If an **Insured** retires from the practice of law, meaning that he or she permanently and totally ceases the practice of law during the **Policy Period**, the **Insured** shall be provided an **Extended Claims Reporting Period** of twenty-four (24) months duration, provided that:

1. Prior to the termination, cancellation or non-renewal of this coverage, the **Named Insured** has complied with all the terms and conditions of the **Policy** including the payment of all premiums and/or deductibles when due; and
2. The **Insured's** right to practice law in Florida had not been suspended or revoked and investigative or disciplinary proceedings which could result in suspension or disbarment have not been instituted by The Florida Bar; and
3. The **Insured** had been continuously covered by Us for at least five (5) consecutive years immediately prior to the retirement of the **Insured**; and
4. Within sixty (60) days from expiration of the **Policy**, We are furnished with evidence satisfactory to Us that the **Insured** has totally retired from the practice of law; and
5. We receive a written request for an **Extended Claims Reporting Period** endorsement under this provision within sixty (60) days from expiration of the **Policy**.

The **Extended Claims Reporting Period** Endorsement issued under this provision will extend the time for reporting **Claims** or **Incidents** which arise from an act, error or omission in **Professional Services** or **Personal Injury** which occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**, which are first made and reported to the **Company** during the **Extended Claims Reporting Period**.

An **Extended Claims Reporting Period** added under this provision does not extend the time period in which to exercise the option to purchase an **Extended Claims Reporting Period** of longer duration.

VII. OTHER CONDITIONS AND OBLIGATIONS

A. INSURED'S COOPERATION

If an **Insured** is sued or a **Claim** is made against the **Insured**, the **Insured** must cooperate and assist Us and upon Our request assist Us in making settlements, in the conduct of litigation, and in enforcing any right of contribution or indemnity against any person or organization, other than an employee of the **Insured** who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist Us in obtaining and giving evidence. An **Insured** may not, except at the **Insured's** own expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted in the **Policy**.

B. SUBROGATION

If We make any payment, We are entitled to any rights the **Insured** has to recover what was paid. Any **Insured** for whom We make payment must transfer to Us their rights of recovery against any other person or organization. Any amounts so recovered shall be allocated as follows: Any recovery shall first be used to pay any loss and expense payments by the **Insured** in excess of any deductible(s); second, to repayment of the **Insured's** deductible; third, for the repayment of expenses incurred toward subrogation; fourth, to any loss and expense payments by any excess carrier on behalf of the **Insured**; and last, to any loss and expense payments by the **Company** on behalf of the **Insured**. The **Insured** must do everything necessary to secure these rights and must do nothing that would jeopardize them.

We have the right to subrogate against an **Insured** only if the **Claim** was brought about, contributed to or caused by an intentional, dishonest, fraudulent, criminal or intentional malicious act or omission of that **Insured**.

C. BANKRUPTCY/INSOLVENCY

Our obligations to the **Insured** remain, even if the **Insured** becomes bankrupt or insolvent.

D. ACTIONS AGAINST THE COMPANY

No action shall be filed against Us unless, as a condition precedent:

1. There has been full compliance with all terms of the **Policy**; and
2. The **Insured's** obligation to pay has been determined by a final judgment or by a written settlement agreement among the **Insured**, the **Claimant** and Us.

Any person or entity who has secured such a judgment or written settlement agreement shall thereafter be entitled to recover under the **Policy** to the extent of the available Limits of Liability afforded, and, if court action is deemed necessary to enforce these rights, such action shall be limited to the courts of the State of Florida.

E. POLICY TERRITORY

The **Policy** provides coverage for **Professional Services** performed anywhere in the world provided the **Claim** is made and **Suit** is brought in the United States of America, its territories or possessions, or Canada.

F. FIRM CHANGES

If any of the **Named Insured's** lawyers, partners, officers, directors, or members change during the **Policy Period**, even if it results in changes in the name or business style of the firm, We will continue to provide coverage under the **Policy** provided that the **Named Insured** reports the changes to Us promptly. The **Named Insured** agrees to deliver to Us written notice of any lawyers joining or leaving the firm within thirty (30) days of such event, and to pay any additional premium which may be due.

G. ASSIGNMENT

Neither the **Named Insured** nor any **Insured** can assign any rights, duties or obligations under the **Policy** to any other person, organization or entity.

H. CONFORMING TO LAW

If any part of the **Policy** is in conflict with the statutes of the State of Florida, those provisions in conflict will automatically change to conform to the law.

I. OTHER INSURANCE

This insurance is excess over any other insurance, regardless of whether such other insurance is to be primary, pro rata, contributory, excess, contingent or otherwise. If other insurance applies, the **Policy** applies only in the amount by which the applicable Limit of Liability of the **Policy** exceeds the sum of the applicable liability limits of the other insurance. This provision will not apply to other insurance written to provide specific insurance in excess of the **Policy**.

J. CANCELLATION OR NON-RENEWAL

Either the **Named Insured** or the **Company** can cancel or not renew the **Policy** by giving written notice to the other. If the **Named Insured** cancels, the **Named Insured** is required to deliver to **Us** written notice stating the date the cancellation is to be effective (backdating not permitted). Ninety percent (90%) of the unearned premium will be refunded to the **Named Insured**.

If **We** cancel the **Policy** during the first ninety (90) days it is in force, a written notice of cancellation will be mailed to the **Named Insured** at the address shown in the Declarations or the last address reported to **Us** in writing. The notice will state when, not less than twenty (20) days later, the cancellation will be effective. In addition, the notice will state the reason for cancellation. The twenty (20) day notice will not be required if the **Policy** is being cancelled for a material misstatement or misrepresentation, or where there is a failure to comply with **Our** underwriting requirements. The earned premium will be calculated pro rata if **We** cancel the **Policy**.

If **We** cancel the **Policy** after the first ninety (90) days it is in force, a written notice of cancellation will be mailed to the **Named Insured** at the address shown in the Declarations or the last address reported to **Us** in writing. The notice will state when, not less than forty-five (45) days later, the cancellation will be effective and will state as the reason for cancellation one of the following: material misstatement, failure to comply with **Our** underwriting requirements established within ninety (90) days of the first date of coverage, a substantial change in the risk covered, and/or cancellation for all **Insureds** in the same class. The earned premium will be calculated pro rata if **We** cancel the **Policy**.

Notwithstanding anything above, if **We** cancel the **Policy** because the **Named Insured** did not pay the premium when due, a written notice of cancellation stating the reason for cancellation will be mailed to the **Named Insured** at the address shown in the Declarations or the last address reported to **Us** in writing. The notice will state when, not less than ten (10) days later, the cancellation will be effective.

If **We** do not renew the **Policy**, **We** will mail to the **Named Insured**, at the address shown in the Declarations or the last address reported to **Us** in writing, not less than forty-five (45) days before the end of the **Policy**, written notice that **We** will not renew. The notice will state the reason for non-renewal. The mailing of the notice will be sufficient proof of notice. The date and hour that coverage will end will be the end of the **Policy Period**. Delivery of written notice, either by the **Named Insured** or **Us** will be equal to mailing.

K. ASSISTANCE IN RISK MANAGEMENT AND AUDIT

Except where such action would violate client confidentiality or the Rules of Professional Conduct, the **Insured** will cooperate with **Us** by allowing **Us** to examine the **Insured's** operations, including interviewing the **Insured's** employees to identify and address risk management and underwriting issues.

L. RE-CERTIFICATIONS AND RELIANCE

By accepting the **Policy**, the **Named Insured** agrees that the statements and certifications in the application for the **Policy** are true. The **Policy** is issued in reliance upon the truth, accuracy and completeness of the **Named Insured's** statements.

M. CHANGES IN POLICY FORM

If **We** adopt any revision that would broaden coverage under the **Policy** without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to the **Policy** except that it will not apply to **Claims** that were first made against the **Insured** prior to the effective date of such revision.

N. NOTICES

Except as otherwise specifically stated in the **Policy**, all notices or communications required or contemplated by the **Policy** will be delivered in writing:

If to **Us**: Florida Lawyers Mutual Insurance Company
541 E. Mitchell Hammock Road
Oviedo, Florida 32765

If to **Insured**: At the address stated in the Declarations or the last address reported to **Us** in writing.

VIII. MUTUAL COMPANY POLICY PROVISIONS

A. MEMBER OF THE COMPANY

The Named Insured, as the policyholder, is a member of the Company so long as the Policy is in force. Upon cancellation or non-renewal of the Policy, the Named Insured ceases to be a member of the Company.

B. VOTING

The Named Insured, as the policyholder, has the right to vote, either in person or by proxy, at the Company meetings under the terms of Our Bylaws and Articles of Incorporation.

C. NON-ASSESSABLE

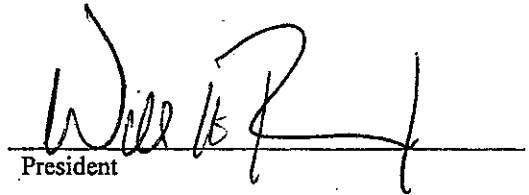
The Policy is not assessable. The Insured is not liable for any amount other than the payment of the annual premium for the Policy, any applicable deductible, or reimbursement to the Company for sums in excess of the applicable Limit of Liability.

IN WITNESS WHEREOF, the Company has caused the Policy to be executed by its President and attested by its Secretary, but the Policy shall not be binding upon the Company unless completed by the attachment of the Declarations page signed by a duly authorized representative of the Company.

**FLORIDA LAWYERS MUTUAL INSURANCE COMPANY
OVIEDO, FLORIDA**



Secretary



President