

**LAWYERS PROFESSIONAL LIABILITY INSURANCE  
INCORPORATED SUPPLEMENTAL APPLICATION**

Medmarc Casualty Insurance Company • 14280 Park Meadow Drive • Suite 300 • Chantilly, VA 20151-2219 • 800.356.6886 • 703.652.1300

**NOTICE: THIS IS A CLAIMS MADE POLICY. SUBJECT TO ALL ITS TERMS AND CONDITIONS, THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD.**

**THIS POLICY PROVIDES COVERAGE ONLY FOR CLAIMS AGAINST THE INSURED (1) INVOLVING ACTS, ERRORS, OR OMISSIONS THAT FIRST OCCURRED ON OR AFTER THE RETROACTIVE DATE AND (2) ABOUT WHICH, PRIOR TO THE EFFECTIVE DATE OF THIS POLICY, NO INSURED KNEW OR SHOULD HAVE KNOWN OF FACTS THAT REASONABLY COULD HAVE BEEN EXPECTED TO RESULT IN A CLAIM.**

**COVERAGE UNDER THIS POLICY OR ANY SUBSEQUENT RENEWAL OF THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, SUBJECT TO THE POLICY TERMS AND CONDITIONS. THIS POLICY INCLUDES A SIXTY (60) DAY LIMITED AUTOMATIC REPORTING PERIOD, BEGINNING AT THE TERMINATION OF THE POLICY PERIOD, SUBJECT TO THE POLICY TERMS AND CONDITIONS. UPON TERMINATION OF THIS CLAIMS MADE POLICY, ALL COVERAGE UNDER THE POLICY CEASES, EXCEPT FOR THE LIMITED AUTOMATIC REPORTING PERIOD, UNLESS AN EXTENDED REPORTING PERIOD ENDORSEMENT IS IN EFFECT.**

**THIS POLICY PROVIDES THE NAMED INSURED OR INDIVIDUAL INSURED THE OPTION TO PURCHASE AN EXTENDED REPORTING PERIOD ENDORSEMENT AS STATED IN SECTION 6.2 OF THE POLICY, FOR AN UNLIMITED DURATION OR FOR A ONE (1), TWO (2), THREE (3), FOUR (4) OR FIVE (5) YEAR PERIOD. PLEASE NOTE: FAILURE TO OBTAIN AN EXTENDED REPORTING PERIOD ENDORSEMENT CAN CREATE A GAP IN COVERAGE IF THE NAMED INSURED OR INDIVIDUAL INSURED DOES NOT PURCHASE REPLACEMENT COVERAGE, OR PURCHASES COVERAGE WITH A LATER RETROACTIVE DATE THAN THE APPLICABLE RETROACTIVE DATE OF THIS POLICY. A GAP ALSO MAY OCCUR IF THE EXTENDED REPORTING PERIOD ENDORSEMENT IS NOT IN PLACE FOR AN UNLIMITED DURATION.**

**CLAIMS MADE RATING: THIS POLICY IS RATED USING A “STEP RATING” PROCESS. THE POLICY WILL MATURE OVER A PERIOD OF YEARS OF CONTINUOUS COVERAGE, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE POLICY IS MATURE, AT WHICH TIME THE STEP RATING WILL END.**

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**NOTICE: UNLESS OTHERWISE STATED IN AN ATTACHED ENDORSEMENT, IF THE EACH CLAIM LIMIT IN ITEM 4 OF THE DECLARATIONS OF THIS POLICY IS \$500,000 OR MORE, CLAIM EXPENSES WILL BE APPLIED TOWARD THE DEDUCTIBLE IN ITEM 5 OF THE DECLARATIONS, NOT TO EXCEED 50% OF THE EACH CLAIM LIMIT OF THE DEDUCTIBLE. CLAIM EXPENSES IN EXCESS OF 50% OF THE EACH CLAIM LIMIT OF THE DEDUCTIBLE WILL BE APPLIED AGAINST THE EACH CLAIM LIMIT IN ITEM 4 OF THE DECLARATIONS, NOT TO EXCEED 50% OF THE EACH CLAIM LIMIT. REGARDLESS OF THE AMOUNT OF CLAIM EXPENSES INCURRED, THE PORTION OF THE LIMIT OF LIABILITY AVAILABLE TO PAY CLAIMS SHALL NOT BE REDUCED TO AN AMOUNT LESS THAN FIFTY PERCENT (50%) OF THE AGGREGATE LIMIT OF LIABILITY OF THE POLICY. THE COMPANY IS NOT OBLIGATED TO PAY ANY FURTHER CLAIM EXPENSES OR DAMAGES ONCE THE COMPANY HAS PAID THE LIMIT OF LIABILITY.**

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1. Name (Primary Firm Name): \_\_\_\_\_

Is this a d/b/a (doing business as) name? Yes  No  If yes, provide legal name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Office Fax: \_\_\_\_\_ Website: \_\_\_\_\_

2. Has the information contained in the application and any supplemental applications submitted to the Company remained true and accurate: **If no, please explain on a separate sheet.** ..... Yes  No
3. Since submitting the firm's application and supplemental applications to the Company, has any lawyer proposed for this insurance:
- i. become aware of any act, error, omission or specific circumstances involving a particular person or entity which could reasonably be expected to result in a professional liability claim against the firm, any past or present lawyers in the firm, or any predecessor firm? ..... Yes  No
  - ii. become aware that any client, client representative or attorney has made an oral or written threat of filing a lawsuit or filing a grievance with a regulatory board? ..... Yes  No
  - iii. been the subject of any investigation or disciplinary action regarding their license to practice? ..... Yes  No
  - iv. been refused admission to the bar or any bar association, court or administrative agency? ..... Yes  No

**If yes to any of the above, please explain on a separate sheet.**

**This Supplemental Application, along with the Applicant Firm's lawyers professional liability application and any supplemental applications submitted to and accepted by the Company shall constitute the Application.**

**Consent to Conditions of Consideration of the Application for Insurance**

I accept the following conditions during the processing and consideration of my application—regardless of whether or not I am granted insurance—and for the duration of the insurance which may be issued to me:

To the fullest extent permitted by law, I extend absolute immunity to, and release ProAssurance, its directors, officers, agents, employees and other authorized representatives from any and all liability for any acts pertaining to my application for insurance, including ultimate cancellation, rejection, or approval for insurance, and any communications, reports, records, statements, documents, or disclosures, including otherwise privileged or confidential information, made or given in good faith with respect to such application.

Signature of Partner, Officer or Owner of Applicant Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_ Title: \_\_\_\_\_

Important: Incomplete or incorrect information could require retroactive upward premium adjustment and, in the event of a claim, could lead to a denial of coverage. The following is an Authorization to Release Information which requires your signature. Please read it carefully.

**Authorization to Release Information**

I, the undersigned hereby authorize my present and prior professional liability carriers, (including ProAssurance all affiliates), any and all attorneys who have represented me in connection with any claim of professional liability, and any other individuals, associations or entities having information regarding me, to release to ProAssurance upon its request, any information which in the judgment of any such person noted above, may have bearing upon my acceptability to ProAssurance as a professional liability risk, including but not limited to closed, pending or anticipated claims, underwriting or other information.

I hereby release and agree to hold harmless all persons or organizations, their agents, servants, and employees, ProAssurance, its directors, officers, employees and agents from any liability arising from releasing the above information, notwithstanding the fact that there may be errors, omissions, or mistakes contained in such released information.

I further agree that ProAssurance and all persons and organizations described above may rely upon a photo copy of this Authorization, which shall be of equal validity with the signed original.

I hereby declare and represent that the foregoing statements and particulars are, to the best of my knowledge and recollection, complete and that I have not willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof:

**Fraud Warning Notice – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.**

Signature of Partner, Officer or Owner of Applicant Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_ Title: \_\_\_\_\_