



# Lawyers Professional Liability Insurance EZ Renewal Application – NEW YORK

## Instructions for Completing this Application:

This is a fillable PDF document.

Please answer all questions fully. If necessary, as noted in the questions below, please attach additional responses to this Application using the applicable supplements.

Upon completion, this Application must be signed and dated by an authorized representative of the Applicant.

**THE POLICY FOR WHICH YOU ARE APPLYING IS WRITTEN ON A CLAIMS-MADE BASIS. IT PROVIDES NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, SITUATIONS, OR ACTS OR OMISSIONS WHICH TOOK PLACE BEFORE THE PRIOR ACTS DATE, IF ANY, STATED IN THE POLICY.**

**IT COVERS ONLY CLAIMS ACTUALLY MADE AGAINST AN INSURED UNDER THE POLICY WHILE THE POLICY REMAINS IN EFFECT OR WHILE THE AUTOMATIC EXTENDED REPORTING PERIOD, OR ANY ADDITIONAL REPORTING PERIOD THE NAME INSURED MAY PURCHASE, IS IN EFFECT.**

**DURING THE FIRST SEVERAL YEARS OF THE CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES. SUBSTANTIAL ANNUAL PREMIUM INCREASES CAN BE EXPECTED, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY.**

**UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENDED REPORTING PERIOD WILL BE GRANTED AT NO ADDITIONAL CHARGE. THE NAMED INSURED WILL BE ABLE TO PURCHASE AN ADDITIONAL EXTENDED REPORTING PERIOD UNLESS, DURING THE FIRST YEAR OF COVERAGE, THIS POLICY IS TERMINATED FOR NON-PAYMENT OF PREMIUM OR FRAUD. WITHIN 30 DAYS AFTER THE TERMINATION OF COVERAGE, THE COMPANY WILL GIVE WRITTEN NOTIFICATION TO THE NAMED INSURED THAT THE AUTOMATIC EXTENDED REPORTING PERIOD APPLIES, WHICH NOTICE SHALL STATE THE IMPORTANCE OF PURCHASING AN ADDITIONAL EXTENDED REPORTING PERIOD AND THE PREMIUM FOR SUCH COVERAGE. NO NOTICE SHALL BE SENT IF THIS POLICY HAS BEEN IN EFFECT FOR ONE YEAR OR MORE AND HAS BEEN TERMINATED FOR NONPAYMENT OR FRAUD.**

**THE NAMED INSURED SHALL HAVE THE GREATER OF SIXTY DAYS FROM THE EFFECTIVE DATE OF TERMINATION OF COVERAGE OR THIRTY DAYS FROM THE DATE OF MAILING OR DELIVERY OF THE NOTICE MENTIONED ABOVE TO SUBMIT WRITTEN ACCEPTANCE OF THE EXTENDED REPORTING PERIOD.**

## ABOUT THE FIRM

1. Registered name of the law firm:		
Attach a sample of the firm's letterhead to this Application. Inconsistencies between it and the Application, including attorneys named, address, and other offices, etc., should be explained on a separate sheet of paper.		
2. Renewal Effective Date:		
3. Does the law firm have additional office locations and / or practice in states other than the Primary Location? <i>If "Yes," please complete the Out of State and / or Additional Practice Location Supplement.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Are there any attorneys who, during the policy period, have joined the firm, left the firm, or had a change in designation and / or status (for example, been made partner or of counsel)? <i>If "Yes," please complete the New Attorney Supplement.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Have there been any percentage changes in the firm's Areas of Practice, including any new Mass Tort / Class Action or representation of Entertainment Clients? <i>If "Yes," please complete the EZ Renewal Area of Practice Supplement.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Does the law firm share office space with attorneys who are not members of the firm?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Does the law firm have any one client that represents more than 50% of the firm's annual billings? <i>If "Yes," please complete the Client Information Supplement.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



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8. How many total non-attorney staff members work at the firm?				
9. a. Does the law firm regularly confirm representations in writing via use of formal engagement letters?				Yes <input type="checkbox"/> No <input type="checkbox"/>
b. If "Yes," does the engagement letter include the following:				
• identity of the client?				Yes <input type="checkbox"/> No <input type="checkbox"/>
• scope of representation that includes key terms of legal representation?				Yes <input type="checkbox"/> No <input type="checkbox"/>
• fee structures and billing agreements?				Yes <input type="checkbox"/> No <input type="checkbox"/>
• termination agreement that includes file retention and destruction terms?				Yes <input type="checkbox"/> No <input type="checkbox"/>
c. Does the law firm ensure that a countersigned engagement letter is received from the client before work begins on a new matter?				Yes <input type="checkbox"/> No <input type="checkbox"/>
d. Does the law firm regularly acknowledge in writing the declination or termination of representations?				Yes <input type="checkbox"/> No <input type="checkbox"/>
10. During the policy period, how many lawsuits or arbitration procedures has the law firm initiated to enforce the collection of its unpaid fees? <i>If greater than zero, please complete the Fee Suit Supplement.</i>				
11. Provide the firm's estimated gross revenues for the current fiscal year:				
Current fiscal year end date:		Gross Revenues:		\$
12. Does the firm currently carry a standalone cyber insurance policy? If "Yes," does the current standalone cyber insurance policy include coverage for:				Yes <input type="checkbox"/> No <input type="checkbox"/>
• wire transfer fraud?				Yes <input type="checkbox"/> No <input type="checkbox"/>
• denial of service attack?				Yes <input type="checkbox"/> No <input type="checkbox"/>
• extortion / ransomware?				Yes <input type="checkbox"/> No <input type="checkbox"/>
• social engineering?				Yes <input type="checkbox"/> No <input type="checkbox"/>
13. After inquiry, is any attorney in the law firm aware of:				
a. any claims that have not yet been reported to the Company?				Yes <input type="checkbox"/> No <input type="checkbox"/>
b. an actual or alleged act, omission, circumstance, or breach of duty that has not yet been reported to the Company and that a reasonable attorney would recognize might reasonably be expected to result in a claim being made against the law firm, any predecessor law firm, or against any attorney currently or formerly affiliated with the law firm or any predecessor law firm, regardless of whether any such claim would be meritorious?				Yes <input type="checkbox"/> No <input type="checkbox"/>
c. within the past five years, any attorney that has been subject to any disciplinary inquiry, complaint, or proceeding for any reason, <i>including</i> non-payment of dues?				Yes <input type="checkbox"/> No <input type="checkbox"/>
d. any attorney <i>ever</i> being refused admission to practice, disbarred, suspended, formally reprimanded, or sanctioned in any other way?				Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>If "Yes" to a, b, c, or d above, please complete the Claim / Disciplinary Supplement for each matter</i>				



**SIGNATURE AND REPRESENTATION**

Applicant hereby represents, after inquiry, that the information contained herein and in any Supplemental Applications or forms required hereby, is true, accurate, and complete, and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the Company, as soon as practicable, any material changes in all such information after signing the Application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Applicant understands and acknowledges that:

1. If a policy is issued, the Company will have relied upon, as representations: this Application, and any Supplemental Applications, and any other statements furnished to the Company in conjunction with this Application, all of which are hereby incorporated by reference into this Application and made a part hereof;
2. This Application will be the basis of the contract and will be incorporated by reference into and made part of such policy; and
3. Applicant's failure to report to its current insurance company, during the current policy period, either any claim made against any insured, or any act or omission known to any insured that may reasonably be expected to be the basis of a claim against any insured, may create a lack of coverage; and
4. Any attorney currently or formerly affiliated with the law firm or any predecessor law firm has disclosed in this Application any actual or alleged act, omission, circumstance, or breach of duty that a reasonable attorney would recognize might reasonably be expected to result in a claim being made against the law firm, any predecessor law firm, or any attorney currently or formerly affiliated with the law firm or any predecessor law firm, regardless of whether any such claim would be meritorious.

Applicant hereby authorizes the release of claim information to the Company from any current or prior insurer of the Applicant.

**FRAUD NOTICE – WHERE APPLICABLE UNDER THE LAW OF YOUR STATE:**

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 OR INCOMPLETE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.)

**(FOR NEW YORK RESIDENTS ONLY: 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 OR INCOMPLETE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.)**

**LAW FIRM APPLICANT:**

By \_\_\_\_\_

SIGNATURE OF OFFICER OR PARTNER OF  
THE LAW FIRM

PRINT NAME OF OFFICER OR  
PARTNER

DATE