

20 S. Clark St. Ste. 800 (312) 379-2000 OFFICE (312) 379-2049 FAX ISBAMUTUAL.COM

Chicago, IL 60603-1826

CLAIM SUPPLEMENTAL APPLICATION

NOTICE: THIS APPLICATION IS FOR A CLAIMS-MADE AND REPORTED POLICY. TO BE COVERED, A CLAIM MUST BE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF ANY, AND IS SUBJECT TO THE POLICY PROVISIONS.

INSTRUCTIONS

This Supplemental Application is to be completed by the Applicant Firm ("Firm") on behalf of itself, its Predecessor Firm, and all persons proposed for this insurance. Answer all questions completely. If space is insufficient to fully answer any question, complete the answer on Firm letterhead, sign and date that letter, and attach it to this Application.

- USE A SEPARATE SUPPLEMENT FOR EACH PRIOR CLAIM, SUIT OR INCIDENT.
- FIVE (5) YEAR CURRENTLY VALUED LOSS RUNS MUST BE INCLUDED FROM ALL PRIOR INSURANCE CARRIERS IN LAST FIVE (5) YEARS (if not already insured by the Company).

| Full Legal Name of the Firm: | | | | | | |
|---|--------------------------------------|--|--|--|--|--|
| Policy Number (if ISBA Mutual Insured): | | | | | | |
| *Claim or Potential Claim Information *Claim means a demand received for money or services, or the service of a suit or the initiation of an arbitration proceeding against the Applicant Firm that seeks damages arising out of an act, error or omission in rendering professional legal services including an act, error or omission of which the Applicant Firm, or anyone associated with the Applicant Firm is aware and which they know, or ought reasonably to have known, might give rise to a demand for money or services, or the service of suit or arbitration proceeding against them. | | | | | | |
| 1. Date of alleged wrongful act: | | | | | | |
| 2. Date Firm became aware of alleged wrongful act: | | | | | | |
| 3. Date Claim* or potential Claim* was reported to Insurance Carrier: | | | | | | |
| 4. Name of Insurance Carrier Claim* or potential Claim* was reported: | | | | | | |
| 5. Provide name of Lawyer involved in the Claim* or potential Claim* : | | | | | | |
| 6. Name the Law Firm on behalf of which the professional services were rendered: | | | | | | |
| 7. Provide name(s) of any additional defendants: | | | | | | |
| 8. Full name of claimant(s): | | | | | | |
| 9. Indicate type: | ☐ Claim* ☐ Potential Claim* | | | | | |
| 10. Did this Claim* or potential Claim* result from an action to collect fees: | □ YES □ NO | | | | | |
| 11. If Claim* or potential Claim* is OPEN, provide the following information: | | | | | | |
| Claimant's settlement demand: \$ | Defendant's offer for settlement: \$ | | | | | |
| 12. If Claim* or potential Claim* is CLOSED, provide the following information: | | | | | | |
| a. Out of court settlement: ☐ YES ☐ NO | Date of settlement: | | | | | |
| b. Court judgment: ☐ YES ☐ NO | Date of judgment: | | | | | |
| c. Deductible paid: | \$ | | | | | |
| 13. Description of Claim* or potential Claim*: | | | | | | |
| a. Alleged act, error or omission upon which claimant bases the Claim* or potential Claim* : | | | | | | |
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| b. | Description of case and events: | | | |
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| c. Description of the type and extent of injury or damage allegedly sustained: | | | | |
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| 14. Explain what action has been taken to prevent a recurrence of a similar Claim* or potential Claim*: | | | | |
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REPRESENTATIONS AND WARRANTIES

The Firm understands and agrees that the following representations and warranties are material and that the Company is relying on the truthfulness of these representations and warranties, which are made the basis of and a condition for the Company's acceptance of the risks covered by this insurance. The Firm further understands and agrees that if any of the following material representations and warranties are false, or if Firm fails to comply with any of the following representations and warranties at any time during the policy period, the Firm shall be deemed to have breached the insurance policy issued by the Company.

The Firm hereby represents and warrants that the following are true and correct as of the inception date of the policy:

- a. The information contained in this Application, all material and information submitted to the Company in connection with this Application, and all material that is created and submitted to the Company by the Firm in connection with this insurance is a just, full and true exposition of all the facts and circumstances with regard to the risk to be insured.
- b. No **Claim*** has been made against the Firm or any person(s) proposed for this insurance nor has any person proposed for this insurance received a request for deposition in the past five (5) years and no disciplinary action, investigation or proceeding have been filed against any Lawyer proposed for this insurance other than as disclosed in the Application and/or loss runs submitted to the Company.
- c. The Firm or any Lawyer in the Firm is not aware of any potential **Claim*** including but not limited to an act, error, omission, fact, circumstance, tolling agreement, request for deposition, a subpoena for any file, disciplinary action, investigation or proceeding, situation, legal work or any allegation of negligence that might result in any professional liability **Claim*** against the Firm, or any Predecessor Firm, or any past or present Lawyer in the Firm regardless whether such **Claim*** would be without merit other than as disclosed in the Application.

ACKNOWLEDGEMENTS

The undersigned declares that to the best of his or her knowledge, the statements set forth herein are true and accurate and that reasonable efforts have been made to obtain sufficient information from all persons proposed for this insurance to facilitate the proper and accurate completion of this Application. The signing of the Application does not bind the Company to complete the insurance, but it is agreed that this Application, all material and information submitted to the Company in connection with this Application, and all material that is created by the Firm and submitted to the Company in connection with this insurance are the representations of the Firm and are material and shall be the basis of the contract should a policy be issued.

The undersigned further agrees that if any significant adverse change in the condition of the Firm is discovered between the date of completion of this Application and the date that coverage was bound with the Company, and such change renders this Application inaccurate or incomplete, notice of such change will be reported in writing to the Company immediately.

This Application shall be considered attached to and part of the Policy. Any material submitted with the Application shall be maintained on file with the Company and shall be deemed to be attached hereto as if physically attached.

| SIGNATURE | | | | | |
|--|--------|----------------|--|--|--|
| Signature of Owner, Officer, Partner, Shareholder, or Member | | | | | |
| Name: | Title: | Email Address: | | | |
| | | | | | |
| | | | | | |
| SIGNATURE > | | DATE > | | | |