



8722 S. Harrison St. Sandy, UT 84070  
 P.O. Box 4439 Sandy, UT 84091  
 877-678-7342 • Fax 800-478-9880

**LAWYER'S  
 PROFESSIONAL  
 LIABILITY**

**1. General Information**

Proposed Effective Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ County: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Physical Location of Business (if different): \_\_\_\_\_

Population within 50 miles: \_\_\_\_\_

Other Locations Used:

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please list any other names the business is or has been known by: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Producer's Name: \_\_\_\_\_

Detailed description of business activities (specifically, and by location): \_\_\_\_\_

Is this a new business?  Yes  No If no, how many years have you been in business? \_\_\_\_\_

Applicant is:  Individual  Corporation  Partnership  Joint Venture  Other: \_\_\_\_\_

Annual Payroll: \$ \_\_\_\_\_ Total Number of Employees: \_\_\_\_\_ Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

Does your company have within its staff of employees, a position whose job description deals with product liability, loss control, safety inspections, engineering, consulting, or other professional consultation advisory services?  Yes  No

If yes, please tell us:

Employee Name: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Business Telephone No.: \_\_\_\_\_

Fax: \_\_\_\_\_ Years with Company: \_\_\_\_\_

Employee's Responsibilities: \_\_\_\_\_

**2. Insurance History**

Who is your current insurance carrier (or your last if no current provider)? \_\_\_\_\_

Provide name(s) for all insurance companies that have provided Applicant insurance for the last three years:

	Coverage:	Coverage:	Coverage:
Company Name			
Expiration Date			
Annual Premium	\$	\$	\$

Has the Applicant or any predecessor ever had a claim?  Yes  No

Attach a five year loss/claims history, including details. (REQUIRED)

Have you had any incident, event, occurrence, loss, or Wrongful Act which might give rise to a Claim covered by this Policy, prior to the inception of this Policy?  Yes  No

If yes, please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Has the Applicant, or anyone on the Applicant's behalf, attempted to place this risk in standard markets?  Yes  No

If the standard markets are declining placement, please explain why: \_\_\_\_\_

**3. Desired Insurance**

**Limit of Liability:**

- \$100,000 per accident / \$300,000 aggregate
- \$200,000 per accident / \$300,000 aggregate
- \$250,000 per accident / \$500,000 aggregate
- \$250,000 per accident / \$1,000,000 aggregate

**Self-Insured Retention (SIR):**  \$1,000 (Minimum)  \$1,500  \$2,500  \$5,000  \$10,000

**4. Business Activities**

1. Annual Gross Income: \$ \_\_\_\_\_
2. Has any attorney been the subject of any bar complaint, investigation or disciplinary proceeding within the past 10 years?  Yes  No
3. Has any attorney been disbarred or refused admission to the bar by any bar association, court, or administrative agency?  Yes  No
4. Does the law firm:
  - a. File suits for the collection of fees?  Yes  No  
If yes, how many within the past two years? \_\_\_\_\_
  - b. Currently have more than 25% of billings more than 120 days past due?  Yes  No  
If yes, what percentage? \_\_\_\_\_
  - c. Derive more than 50% of gross annual billings from any one client?  Yes  No
  - d. Have any additional office locations?  Yes  No  
If yes, please attach list of all locations.
  - e. Does the law firm share office space with any other law firm or attorney?  Yes  No  
If yes, please list: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. Area of Practice**

Indicate the percentage of gross billable dollars by area of practice for the last fiscal year.

AREA	%	AREA	%	AREA	%
Admiralty/Marine		Environmental		Real Estate – Condo Offering	
Anti-Trust Trade Regulation		ERISA		Securities – Federal	
Arbitration/Mediation		Est. Plan/Probate/Trusts/Wills		Securities – State	
Banking		Immigration		Securities – Private Placement	

Bankruptcy		International Law		Securities – Bonds	
Bodily Injury/Defense		Investment Counseling		Social Security Disability	
Bodily Injury/Plaintiffs		Labor Relations		Tax Preparation	
Collection Repossession		Public Utilities		Tax Opinions	
Copyright/Patent/TM		Real Estate-Residential		Workers Comp/Defense	
Corporate		Real Estate-Commercial		Workers Comp/Plaintiff	
Criminal		Real Estate-Synd. Devel.		OTHER (Describe if over 5%)	
Domestic Relations		Real Estate-Title Work		TOTAL (Must equal 100%)	
Entertainment					

If "Other" please describe here: \_\_\_\_\_

6. Provide names of any partners or principal owners involved in the business. Attach additional sheets if necessary.

TITLE	NAME	YEARS WITH THE FIRM	YEARS OF EXPERIENCE

**REPRESENTATIONS AND WARRANTIES**

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Application, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer can and will rely upon the Application and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Application and all supplemental information and documents provided in conjunction with the Application are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the Insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Application, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Insurer and its agents to gather any additional information the Insurer deems necessary to process the Application for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Insurer has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Insurer in conjunction with consideration of the Application.

The Applicant further represents that the Applicant understands and agrees the Insurer may: (i) present a quote with a Sub-limit of liability for certain exposures, (ii) quote certain coverages with certain activities, events, services, or waivers excluded from the quote, and (iii) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Insurer's accounting office receives the required premium payment.

The Applicant agrees that the Insurer and any party from whom the Insurer may request information in conjunction with the Application may treat the Applicant's facsimile signature on the Application as an original signature for all purposes.

The Applicant acknowledges that under any insuring contract issued, the following provisions will apply:

1. A single Accident, or the accumulation of more than one Accident during the Policy Period, may cause the per Accident Limit and/or the annual aggregate maximum Limit of Liability to be exhausted, at which time the Insured will have no further benefits under the Policy.

2. The Insured may request the Insurer to reinstate the original Limit of Liability for the remainder of the Policy period for an additional coverage charge, as may be calculated and offered by the Insurer. The Insurer is under no obligation to accept the Insured's request.

3. The Applicant understands and agrees that the Insurer has no obligation to notify the Insured of the possibility that the maximum Limit of Liability may be exhausted by any Accident or combination of Accidents that may occur during the Policy Period. The Insured must determine if additional coverage should be purchased. The Insurer is expressly not obligated to make a determination about additional coverage, nor advise the Insured concerning additional coverage.

4. The Insurer is herein released and relieved from any and all responsibility to notify the Insured of the possible reduction in any applicable Limit of Liability. The Insured herein assumes the sole and individual responsibility to evaluate, consider, and initiate a request for additional coverage or reinstatement of the annual aggregate Limit of Liability which may be exhausted by any single Accident or combination of Accidents during the Policy Period.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Applicant:

Agent/Broker:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name