

Table of Contents

PART I. PURCHASING MALPRACTICE INSURANCE— CONSIDERATIONS

CHAPTER 1. THE MARKET PLACE: THE YEAR IN REVIEW

§ 1:1 The market place: the year in review and a brief historical perspective

CHAPTER 2. THE LAW OFFICE GUIDE TO PURCHASING LEGAL MALPRACTICE INSURANCE

- § 2:1 Introduction
- § 2:2 The four parts to a policy
- § 2:3 The declarations page
- § 2:4 The declarations page incorporates the application as part of the policy
- § 2:5 Policy limits—Introduction
- § 2:6 —High financial exposure—Evaluating the risks
- § 2:7 —When you are unable to get maximum coverage—Evaluating adequate limits
- § 2:8 —“Per claim” and “aggregate” limits
- § 2:9 —“Per claim” limit
- § 2:10 —“Aggregate” limit
- § 2:11 —The risk of multiple claims within a one year period
- § 2:12 —Defense costs as covered expense
- § 2:13 Deductibles—Introduction
- § 2:14 —What the firm should risk in exchange for a reduced premium
- § 2:15 The insuring agreement—Introduction
- § 2:16 —Who is insured
- § 2:17 —Coverage for the partnership
- § 2:18 —Coverage includes vicarious liability but excludes “contract” attorneys
- § 2:19 —Coverage for former employees
- § 2:20 —Coverage for new employees
- § 2:21 The basic provisions—Coverage for acts, errors, omissions
- § 2:22 —Coverage for the lawyer rendering professional services
- § 2:23 —Legal guidelines for determining if professional services are involved
- § 2:24 —Lawyers must render professional services for others
- § 2:25 —Lawyers performing professional services may obtain fiduciary coverage
- § 2:26 Covered damages—Excludes fee disputes and sanctions
- § 2:27 The event insured—Introduction
- § 2:28 —The “occurrence” policy
- § 2:29 —Advantages to the “occurrence” policy
- § 2:30 —Disadvantages for the insured of the “occurrence” policy
- § 2:31 —Disadvantages for the insurer of the “occurrence” policy
- § 2:32 —The “claims-made” form
- § 2:33 —The “claims-made and reported” form
- § 2:34 —The “claims-made and reported” form’s additional limitations
- § 2:35 Conditions to coverage—The policy territory

- § 2:36 —Coverage limited to policy period
- § 2:37 —Extended reporting (“tail”) coverage limitations
- § 2:38 —“Discovery” clause
- § 2:39 Duty to defend
- § 2:40 —Insured’s participation in the selection of counsel
- § 2:41 —Insured’s consent required for settlement
- § 2:42 Exclusions—Introduction
- § 2:43 —Coverage not meant to be included, extraordinary financial risks, “moral” risks
- § 2:44 —Fraud
- § 2:45 — —An insured’s constructive liability
- § 2:46 —Malicious prosecution
- § 2:47 —Defamation
- § 2:48 —Securities
- § 2:49 —Securities coverage may be obtained
- § 2:50 —Business pursuits other than the practice of law
- § 2:51 —Business pursuits involving the practice of law
- § 2:52 —Business pursuits may be covered by directors and officers liability coverage
- § 2:53 —Fiduciary activities—Introduction
- § 2:54 —Fiduciary activities not ordinarily rendered by an attorney
- § 2:55 —Fiduciary activities may be covered by endorsement
- § 2:56 Loss prevention services—Introduction
- § 2:57 —Claims repair
- § 2:58 Other insurance—Introduction
- § 2:59 Other types of coverage—Separate errors and omissions coverage
- § 2:60 —The general liability policy
- § 2:61 —Should be secured from the same insurer
- § 2:62 Parting thoughts—The insurance marketplace
- § 2:63 Policy limits
- § 2:64 Deductibles
- § 2:65 The insuring agreement
- § 2:66 Policy territory
- § 2:67 Exclusions
- § 2:68 Settlement, defense and loss prevention
- § 2:69 Extended reporting option
- § 2:70 Reliability of the insurer
- § 2:71 Application
- § 2:72 Other insurance

CHAPTER 3. THE “ANATOMY” OF A POLICY

- § 3:1 Introduction
- § 3:2 Four parts of a policy
- § 3:3 Insuring agreement
- § 3:4 Conditions
- § 3:5 Exclusions
- § 3:6 General rules of construction
- § 3:7 —Ambiguity
- § 3:8 —Reasonable expectations
- § 3:9 —Insurance contract is for the benefit of the public

TABLE OF CONTENTS

- § 3:10 Duty to defend
- § 3:11 —Covered theory not alleged
- § 3:12 —Diversity among jurisdictions regarding the duty to defend

CHAPTER 4. PURCHASING LAWYERS PROFESSIONAL LIABILITY INSURANCE THROUGH AN INDEPENDENT BROKER SPECIALIST

- § 4:1 Introduction
- § 4:2 How to choose a specialist broker
- § 4:3 Request full disclosure of all parties involved in the placement
- § 4:4 Work with one knowledgeable insurance broker
- § 4:5 The law firm interview
- § 4:6 The application process
- § 4:7 Form a relationship with your underwriter
- § 4:8 What does an underwriter look for in a law firm?
- § 4:9 The quotation process
- § 4:10 The proposal
- § 4:11 What you should know about your insurance carrier
- § 4:12 What you should know about the reinsurance on your policy
- § 4:13 Policy review
- § 4:14 Throughout the policy year
- § 4:15 Conclusion

CHAPTER 5. HOW TO SELECT AN INSURANCE AGENT/BROKER

- § 5:1 Introduction
- § 5:2 Lawyers professional liability insurance administrators
- § 5:3 —The advantage of an administrator—Cost effectiveness
- § 5:4 — —Expertise
- § 5:5 — —Service
- § 5:6 — —Competitive pricing
- § 5:7 — —Convenience
- § 5:8 — —Loss prevention/risk management
- § 5:9 — —Stability
- § 5:10 The role of the broker
- § 5:11 A lawyer's needs and preferences
- § 5:12 Selecting an agent/administrator
- § 5:13 Selecting a broker
- § 5:14 —Discerning the agent/administrator from the broker
- § 5:15 —Criteria and process
- § 5:16 —Ask for a resume
- § 5:17 —Obtain references
- § 5:18 —Your primary contact—The account executive
- § 5:19 —Broker/agent of record
- § 5:20 The broker's exposure analysis and risk treatment plan
- § 5:21 The sole practitioner's checklist for selecting an agent/administrator
- § 5:22 The agent/administrator's qualities
- § 5:23 —Stability

- § 5:24 —Market knowledge
- § 5:25 —Product knowledge
- § 5:26 —Service
- § 5:27 New agent/administrator or broker solicitation
- § 5:28 Choose a dedicated broker or agent

CHAPTER 6. APPLYING FOR LEGAL MALPRACTICE INSURANCE

- § 6:1 Introduction
- § 6:2 Legal significance of application
- § 6:3 Insurer's goal related to application
- § 6:4 Applicant's goal related to application
- § 6:5 General considerations regarding applying for insurance
- § 6:6 —Time considerations regarding applying for insurance
- § 6:7 —Legal effect of intermediaries
- § 6:8 —Severability of insureds
- § 6:9 Two general forms of applications
- § 6:10 General description of application questions, and their significance
- § 6:11 —Firm name/structure; changes in name/structure
- § 6:12 —Number of lawyers/revenue
- § 6:13 —Limits of liability/deductible
- § 6:14 —Procedures regarding engagement letters and docketing practices
- § 6:15 —Practice areas
- § 6:16 —Outside interests of lawyers
- § 6:17 —Retroactive coverage
- § 6:18 —Prior claims, incidence and size
- § 6:19 —Potential claims of which the application is aware
- § 6:20 —Cancellations/non-renewal of policy
- § 6:21 —Disciplinary matters/CLE requirements
- § 6:22 —Personal information

CHAPTER 7. PLACING YOUR FIRM'S PROFESSIONAL LIABILITY INSURANCE OR WHAT THEY DON'T TELL YOU ABOUT THE APPLICATION

- § 7:1 Housekeeping 101
- § 7:2 A softening hard market?
- § 7:3 The basics
- § 7:4 Application tips
- § 7:5 —Multi-year policies, a thing of the past?
- § 7:6 —Multiple locations
- § 7:7 —Limits & deductibles
- § 7:8 —Prior insurance information
- § 7:9 —Lateral hire coverage vs. career coverage
- § 7:10 —The attorney schedule
- § 7:11 —Claim supplements
- § 7:12 —Outside interests supplement
- § 7:13 —Ancillary services

TABLE OF CONTENTS

- § 7:14 —The most important question
- § 7:15 —Red flag answers
- § 7:16 —Anything else?
- § 7:17 Housekeeping completed, now what?
- § 7:18 Financial security of the insurance company
- § 7:19 Admitted company or non-admitted company?
- § 7:20 Company experience in the lawyers professional liability marketplace?
- § 7:21 Extended reporting period options
- § 7:22 Quote validity date
- § 7:23 Risk management services
- § 7:24 Good job!

CHAPTER 8. SHOULD I SWITCH?: WHEN TO CHANGE PROFESSIONAL LIABILITY INSURERS

- § 8:1 Introduction
- § 8:2 Continuing with the previous insurer or changing insurers
- § 8:3 Coverage-related considerations—Types of policies
- § 8:4 —Claims made and reported insuring language
- § 8:5 Preliminary considerations
- § 8:6 —The declarations page—Questions to ask
- § 8:7 — —What are the policy limits?
- § 8:8 — —What are the deductibles?
- § 8:9 — —What is the scope of coverage?
- § 8:10 — —How are defense costs treated?
- § 8:11 —Significant conditions and exclusions
- § 8:12 —Restricted coverage for “prior acts”
- § 8:13 —Prior acts coverage available by endorsement
- § 8:14 —Prior acts coverage for the new insured
- § 8:15 —Geographic limitations—Domestic or worldwide coverage
- § 8:16 —Exclusions may apply based on areas of practice or specific conduct
- § 8:17 —Preventing coverage gaps
- § 8:18 —The most common gap—An otherwise covered error or omission is not reported until after the commencement of the next policy period
- § 8:19 —A more problematic gap—The act, error or omission committed during a gap between two discontinuous policies
- § 8:20 —Providing coverage for the gap—Tail coverage
- § 8:21 Comment—The process for analyzing competing policies
- § 8:22 Noncoverage considerations—Introduction
- § 8:23 —The importance of continuity in the insured—Insurer relationship
- § 8:24 Conclusion—The selection of insurance should not be measured by price alone

CHAPTER 9. HOW AND WHEN TO SUBMIT A CLAIM UNDER A PROFESSIONAL LIABILITY POLICY

- § 9:1 Introduction
- § 9:2 Claims-made policies impose additional prerequisites
- § 9:3 Identifying a claim or potential claim
- § 9:4 Hypothetical 1: completed case/transaction—Attorney’s actions questioned—Adverse impact noted

- § 9:5 Hypothetical 2: motion is lost—Client wants explanation
- § 9:6 Hypothetical 3: attorney discovers a crucial error in transactional documents
- § 9:7 Hypothetical 4: attorney advises against settlement—Jury verdict against client
- § 9:8 Hypothetical 5: attorney misses filing deadline—Default entered against client
- § 9:9 Hypothetical 6: client requests file—Changes counsel without comment
- § 9:10 Claims-made policy—Recognizing a potential claim—Introduction
- § 9:11 Claims-made coverage—Prior acts
- § 9:12 —Extended reporting provisions
- § 9:13 Identifying future claims
- § 9:14 Attorney’s conduct—Reasonableness test
- § 9:15 Assessing your own potential exposure
- § 9:16 Avoid “laundry lists” of potential claims
- § 9:17 Demand for remedial steps—Constitutes a claim
- § 9:18 —Situation can be corrected
- § 9:19 Motion is lost—Client wants explanation
- § 9:20 Irreparable and prejudicial error—Advise carrier
- § 9:21 Minor transactional document error—No need to report
- § 9:22 Adverse transactional document error—Advise insurer
- § 9:23 Incidents that tend to lead to malpractice claims
- § 9:24 Client requests file—Changes counsel without comment—Advise insurer
- § 9:25 Assessing the impact of reporting a claim or potential claim—Introduction
- § 9:26 Carriers encourage reporting of borderline incidents
- § 9:27 Reporting existing claims
- § 9:28 Assessing claims—Law firm’s loss history and policy deductible
- § 9:29 Statutory requirements that insurers report to the state bar certain claims
- § 9:30 Reporting a claim—Introduction
- § 9:31 —As soon as practicable
- § 9:32 —Do not delay notification to insurer
- § 9:33 —Notify within the stipulated period or as soon as possible for claims and potential claims
- § 9:34 —Provide as much information as possible
- § 9:35 —Maintain professional liability policies in a central file
- § 9:36 —Promptly advise carrier of all changes in address and firm name
- § 9:37 —When claim arises—Provide complete information on insurer’s claim form
- § 9:38 —Attach all written claims received by firm
- § 9:39 —Explain the circumstances of the claim
- § 9:40 —Provide all relevant policy information
- § 9:41 —Identify firm’s contact for insurer
- § 9:42 —Registered or certified mail

CHAPTER 10. SHOULD YOU SETTLE YOUR MALPRACTICE CASE: THE IMPACT ON FUTURE INSURANCE COVERAGE

- § 10:1 The effect of a “claims history”—Introduction
- § 10:2 Experience rating as a standard underwriting practice
- § 10:3 Frequency and severity of loss affect classification and rating
- § 10:4 No renewal or rate guarantees from the carriers
- § 10:5 No accurate predictions of rates or the probability of renewal
- § 10:6 Higher rates can be passed on—Higher risk applicants will not be renewed

TABLE OF CONTENTS

- § 10:7 Ultimate losses decreased—Premiums have not fallen
- § 10:8 Periodic cessation of coverage for some attorneys
- § 10:9 Potential impact of a settlement on future coverage
- § 10:10 Insurer decides what incidents are small or insignificant
- § 10:11 Underwriting guidelines—Rates and policies published
- § 10:12 —Premium modification criteria
- § 10:13 —Client claims
- § 10:14 —Public information on premium surcharges
- § 10:15 Future insurance coverage—Introduction
- § 10:16 —Reducing the impact of a “claims history”
- § 10:17 —Specialized agents/brokers
- § 10:18 Conclusion

CHAPTER 11. OPTIONAL POLICY ENDORSEMENTS: TAILORING YOUR COVERAGE TO MEET YOUR NEEDS

- § 11:1 Modifying the standard claims-made policy—Introduction
- § 11:2 Policy endorsement—Defined
- § 11:3 Reasons for altering the standard policy form
- § 11:4 One reason for altering the standard policy form—Turning an attorney with a bad prior claims history into an attractive risk
- § 11:5 Standardized optional endorsements—Introduction
- § 11:6 Optional endorsement—Defense cost allowance
- § 11:7 —Reinstatement of aggregate limits of liability
- § 11:8 —Affecting the scope of coverage
- § 11:9 —Limiting definition of professional services
- § 11:10 —Limiting definition of insured
- § 11:11 —Eliminating coverage for prior acts
- § 11:12 —Broadening definition of the insured
- § 11:13 —Affecting policy exclusions
- § 11:14 —Affecting policy conditions
- § 11:15 Conclusion

CHAPTER 12. OTHER POTENTIAL SOURCES OF PROFESSIONAL LIABILITY COVERAGE AND PROFESSIONAL LIABILITY ORGANIZATIONS

- § 12:1 American Bar Association Center for Professional Responsibility (ABACPR)
- § 12:2 Professional organizations
- § 12:3 —Professional Liability Underwriting Society (PLUS)
- § 12:4 —American Bar Association, Standing Committee on Lawyers’ Professional Liability
- § 12:5 —Association of Professional Responsibility Lawyers (APRL)

CHAPTER 13. OTHER INSURANCE PROGRAMS FOR YOUR LAW OFFICE

- § 13:1 Insurance planning—Introduction
- § 13:2 Commercial property coverage—Property damage coverage
- § 13:3 —Building coverage
- § 13:4 —The “basic” perils policy

- § 13:5 —Open perils policy
- § 13:6 —Determining policy limit and deductible
- § 13:7 —Co-insurance provision
- § 13:8 —Extra expense policy
- § 13:9 —Electronic equipment coverage
- § 13:10 —Accounts receivables coverage
- § 13:11 —Valuable papers coverage
- § 13:12 Commercial liability coverage—Legal malpractice insurance
- § 13:13 —Directors and officers errors and omissions insurance
- § 13:14 —Pension fiduciary liability coverage
- § 13:15 —Commercial general liability
- § 13:16 —Blanket catastrophe excess liability policy
- § 13:17 Disability/income protection planning—Introduction
- § 13:18 —Individual plan
- § 13:19 —Group disability benefits
- § 13:20 —Business overhead program
- § 13:21 —Disability buy-out insurance
- § 13:22 —Important clauses limiting recovery
- § 13:23 —Proper plan design
- § 13:24 Conclusion

CHAPTER 14. EVALUATING YOUR INSURANCE NEEDS: LOOKING AT YOURSELF IN THE MIRROR

- § 14:1 Introduction
- § 14:2 All professional liability policies are not the same
- § 14:3 Understanding the risks & exposures of your practice
- § 14:4 Who am I: what type(s) of law is your firm engaged in?
- § 14:5 —Securities law
- § 14:6 —Additional areas of high risk practice
- § 14:7 —Outside interests: director/officer of the non-client entity
- § 14:8 —Outside interests: director/officer of the client entity
- § 14:9 —Outside interests: trustee/executor/receiver of the client
- § 14:10 Where do I practice law?
- § 14:11 How large am I?
- § 14:12 The carrier as your silent partner
- § 14:13 What is my claims history
- § 14:14 —Components of a claims history
- § 14:15 —Frequency
- § 14:16 —Severity
- § 14:17 The alternative markets
- § 14:18 Surplus lines
- § 14:19 Distressed risk
- § 14:20 Conclusion

CHAPTER 15. “OF COUNSEL” AND AFFILIATED LAWYERS

- § 15:1 Preliminary considerations
- § 15:2 “Of Counsel” lawyers and law firms
- § 15:3 —Liability consequence of the “Of Counsel” relationship

TABLE OF CONTENTS

- § 15:4 —Defining the “Of Counsel” relationship
- § 15:5 —The ABA definition of the “Of Counsel” relationship
- § 15:6 —The ABA redefinition of the “Of Counsel” relationship
- § 15:7 —Criteria of the “Of Counsel” relationship
- § 15:8 —Judicial examination of vicarious liability consequences of the “Of Counsel” relationship
- § 15:9 —Insurance coverage for the “Of Counsel” attorney
- § 15:10 Affiliated and associated firms
- § 15:11 —Definition of the “Affiliate”
- § 15:12 —The ABA definition
- § 15:13 The duty to disclose the “Of Counsel” relationship
- § 15:14 Parting thoughts

CHAPTER 16. LIMITED LIABILITY ENTITIES: CAN YOU REDUCE YOUR INSURANCE NEEDS?

- § 16:1 Introduction
- § 16:2 Common legal entities for the practice of law
- § 16:3 —The basic forms
- § 16:4 —The professional corporation
- § 16:5 —The limited liability company
- § 16:6 —The limited liability partnership
- § 16:7 —Insulation from vicarious liability
- § 16:8 A lawyer remains liable for his or her own acts or omissions
- § 16:9 The effect of the model rules on the limitation of liability
- § 16:10 —The ABA opinion on limited liability acts
- § 16:11 The restatement on the law governing lawyers
- § 16:12 —The text of Section 58. vicarious liability
- § 16:13 —The effect of the restatement on state law
- § 16:14 The legislation enabling LLPs and LLCs
- § 16:15 —California model for limited liability
- § 16:16 —Adequate malpractice insurance can cap vicarious liability
- § 16:17 Proof of financial responsibility as alternative to minimum insurance
- § 16:18 Considerations of malpractice insurance
- § 16:19 Conclusion

CHAPTER 17. BUYING DIRECT

- § 17:1 Introduction
- § 17:2 Why choose a direct writer for lawyers professional liability insurance?
- § 17:3 Claims expertise
- § 17:4 Policy service
- § 17:5 Stability
- § 17:6 Loss prevention/risk management
- § 17:7 Cost savings and elimination of the middleman
- § 17:8 Selecting a direct writer: the bar-related insurance companies

CHAPTER 18. GOING WITH AN ADMITTED CARRIER

- § 18:1 Introduction

- § 18:2 The admitted insurer
- § 18:3 Basic considerations for admission
- § 18:4 Identity of the insurer
- § 18:5 Financial requirements
- § 18:6 —Adequate reserves of capital and surplus
- § 18:7 —Prudent investments
- § 18:8 —Adequate reinsurance
- § 18:9 —Promotion
- § 18:10 Control of the insurer
- § 18:11 Demonstrated reliability
- § 18:12 Good business practices
- § 18:13 Possible hazards to the policyholder
- § 18:14 The insurance company management
- § 18:15 Conclusion

CHAPTER 19. LLOYD’S OF LONDON A MARKETPLACE FOR PROFESSIONAL LIABILITY INSURANCE

- § 19:1 Selecting an appropriate insurance carrier
- § 19:2 What is Lloyd’s of London? How does it work?
- § 19:3 —The Lloyd’s syndicates and capital base
- § 19:4 —The Lloyd’s markets
- § 19:5 —Lloyd’s as a co-insurance market
- § 19:6 The insuring process
- § 19:7 —Lloyd’s in the U.S
- § 19:8 Choosing the “right” Lloyd’s broker

PART II. THE COMPARATIVE CHART OF SELECTED POLICY PROVISIONS

CHAPTER 20. THE COVERAGE CHARTS

- § 20:1 Introduction
- § 20:2 Overview of the coverage charts
- § 20:3 —Initial considerations—Introduction
- § 20:4 — —The viability of the insurance company
- § 20:5 — — —Best’s rating
- § 20:6 — — —Standard & Poor
- § 20:7 — — —Sponsorship by a professional association
- § 20:8 — — —Longevity of the program
- § 20:9 —Limits and deductibles—Introduction
- § 20:10 — —Are the limits in excess of the deductible?
- § 20:11 — —Are defense costs included within the limits?
- § 20:12 —Scope of coverage—Introduction
- § 20:13 — —What is the scope of coverage for former and new attorneys?
- § 20:14 — —What is the policy territory?
- § 20:15 — —Does the policy provide for defense of malicious prosecution, abuse of process and defamation claims?
- § 20:16 — —How does the policy define “claim”?

TABLE OF CONTENTS

§ 20:17	— —Does the policy provide prior acts coverage?
§ 20:18	—Exclusions—Introduction
§ 20:19	— —What is the scope of exclusions relating to dishonest, fraudulent, criminal or malicious conduct?
§ 20:20	— —What is the scope of ownership and control exclusions?
§ 20:21	— —What is the scope of exclusions for the insured’s activities as officer, director, manager or employee?
§ 20:22	— —Does the policy contain securities exclusions?
§ 20:23	— —Does the policy contain fee action exclusions?
§ 20:24	— —Does the policy contain other notable exclusions?
§ 20:25	—Defense and settlement—Does the insured have input regarding the selection of defense counsel?
§ 20:26	— —Does the policy provide coverage for proceedings by governmental or regulatory agencies?
§ 20:27	— —Is the insured’s consent required for settlement of a claim?
§ 20:28	— —Supplementary payments
§ 20:29	—Extended reporting option—What is the scope of the extended reporting option as to the named insured?
§ 20:30	— —Does the policy provide an extended reporting option as to nonpracticing individual insureds?
§ 20:31	—Notice and reporting provisions—When must the insured give notice to the company of a claim?
§ 20:32	— —What is the period for cancellation by the company?
§ 20:33	— —Intent to not renew
§ 20:34	—Excess coverage
§ 20:35	Coverage provisions beyond the scope of <i>The Charts</i>
§ 20:36	—The named insured
§ 20:37	—Predecessor and successor law firms
§ 20:38	—Alternate dispute resolution
§ 20:39	—Coverage for other activities
§ 20:40	—Punitive damage awards
§ 20:41	—Liberalization clause
§ 20:42	—Employment practices liability
§ 20:43	Overview of the coverage charts—Contact
§ 20:44	Admiral Insurance Company— <i>The Charts</i>
§ 20:45	Allianz Global Risk US Insurance Company and Fireman’s Fund Insurance Company (Allianz)— <i>The Charts</i>
§ 20:46	Allied World Insurance Company (Allied World LPL Assure SM program)— <i>The Charts</i>
§ 20:47	Allied World Surplus Lines Insurance Company (Allied World LPL Assure SM E&S program)— <i>The Charts</i>
§ 20:48	ALPS Property & Casualty Insurance Company (ALPS)— <i>The Charts</i>
§ 20:49	American Alternative Insurance Company (Munich RE) Standard Lawyers Policy— <i>The Charts</i>
§ 20:50	Arch Insurance Group— <i>The Charts</i>
§ 20:51	Argo Pro— <i>The Charts</i>
§ 20:52	Aspen Specialty Insurance Solutions— <i>The Charts</i>
§ 20:53	Attorney Protective— <i>The Charts</i>
§ 20:54	Attorneys’ Liability Assurance Society Ltd., A Risk Retention Group (ALAS)— <i>The Charts</i>

- § 20:55 AXA XL Commercial E&O—*The Charts*
- § 20:56 AXIS—Aon Attorneys Advantage Program—*The Charts*
- § 20:57 The Bar Plan Mutual Insurance Company—*The Charts*
- § 20:58 Berkley Insurance Company—*The Charts*
- § 20:59 CNA Insurance Companies/Continental Casualty Company—*The Charts*
- § 20:60 Crum and Forster Insurance Company—*The Charts*
- § 20:61 Evanston Insurance Company (non-admitted); Markel American Insurance Company (admitted) (Now Part of Markel Global Insurance)—*The Charts*
- § 20:62 Executive Risk Indemnity, Inc., a member of the Chubb Group of Insurance Companies—Lawyers’ professional liability policy—*The Charts*
- § 20:63 Executive Risk Specialty Insurance Company, a member of the Chubb Group of Insurance Companies—Surplus lines—*The Charts*
- § 20:64 Fireman’s Fund Indemnity Corporation—Non-standard program (Allianz)—*The Charts*
- § 20:65 Florida Lawyers Mutual Insurance Company—*The Charts*
- § 20:66 Freedom Specialty Insurance Company—*The Charts*
- § 20:67 Hanover Lawyers Professional Advantage - Hanover Professional and Executive Lines—*The Charts*
- § 20:68 Illinois State Bar Association Mutual Insurance Company (ISBA Mutual)—*The Charts*
- § 20:69 Imperium Insurance Company (Houston Group)—Standard Lawyers Policy—*The Charts*
- § 20:70 Ironshore Indemnity, Inc—*The Charts*
- § 20:71 James River Insurance Company—*The Charts*
- § 20:72 LawyerGuard—*The Charts*
- § 20:73 Lawyers’ Mutual Insurance Company of California—Professional Liability Program—*The Charts*
- § 20:74 —Strong Start Program—*The Charts*
- § 20:75 —Insurance Defense Program—*The Charts*
- § 20:76 —Low Income Lawyers Program—*The Charts*
- § 20:77 Lawyers Mutual Insurance Company of Kentucky—*The Charts*
- § 20:78 Lawyers Mutual Liability Insurance Company of North Carolina—*The Charts*
- § 20:79 Lawyer’s Protector Plan®—*The Charts*
- § 20:80 Lloyd’s of London—Primary and excess coverage—*The Charts*
- § 20:81 Markel Insurance Company—*The Charts*
- § 20:82 Medmarc Casualty Insurance Company—*The Charts*
- § 20:83 Minnesota Lawyers Mutual Insurance Company—*The Charts*
- § 20:84 Noetic Specialty Insurance Company—*The Charts*
- § 20:85 Ohio Bar Liability Insurance Company (OBLIC) (Ohio State Bar Association Program)—*The Charts*
- § 20:86 Oklahoma Attorneys Mutual Insurance Company (Oklahoma Bar Association Program)—*The Charts*
- § 20:87 Old Republic Insurance Company (Chicago Underwriting Group)—*The Charts*
- § 20:88 Oregon State Bar Professional Liability Fund (Oregon State Bar Program)—*The Charts*
- § 20:89 Scottsdale Insurance Company—*The Charts*
- § 20:90 Sparta Insurance Company—*The Charts*
- § 20:91 Swiss Re Corporate Solutions: Professionals Advantage for LawyersSM (underwritten by America Insurance Corporation)—*The Charts*
- § 20:92 Swiss Re Corporate Solutions: Professionals Premier for LawyersSM (underwritten by America Insurance Corporation)—*The Charts*

TABLE OF CONTENTS

- § 20:93 Swiss Re Corporate Solutions Excess Liability Product (underwritten by Capacity Insurance Corporation)—*The Charts*
- § 20:94 Swiss Re Corporate Solutions: Specialty Advantage for LawyersSM—Non-admitted product (Underwritten by Capacity Insurance Corporation)—*The Charts*
- § 20:95 Texas Lawyers' Insurance Exchange—*The Charts*
- § 20:96 Travelers Casualty and Surety Company of America—Travelers First Choice+—*The Charts*
- § 20:97 Wisconsin Lawyers Mutual Insurance Company (sponsored by the State Bar of Wisconsin)—*The Charts*
- § 20:98 Zurich—*The Charts*

CHAPTER 21. BIOGRAPHICAL PROFILES OF THE CARRIERS

- § 21:1 Admiral Insurance Company
- § 21:2 Allianz Global Risk US Insurance Company and Fireman's Fund Insurance Company—admitted and Fireman's Fund Indemnity Corporation-non-admitted. (Allianz)
- § 21:3 Allied World Assurance Company (subsidiaries include Allied World Insurance Company & Allied World Surplus Lines Insurance Company)
- § 21:4 ALPS Property & Casualty Insurance Company (ALPS)
- § 21:5 Arch Insurance Group
- § 21:6 Argo Pro
- § 21:7 Aspen Specialty Insurance Solutions
- § 21:8 Attorney Protective
- § 21:9 Attorneys' Liability Assurance Society Ltd., A Risk Retention Group (ALAS)
- § 21:10 AXA XL Insurance
- § 21:11 The Bar Plan Mutual Insurance Company
- § 21:12 Berkley Insurance Company
- § 21:13 The Chubb Group of Insurance Companies
- § 21:14 CNA insurance Companies
- § 21:15 Crum & Forster Insurance Company
- § 21:16 Evanston Insurance Company (a Markel company)
- § 21:17 Executive Risk, a member of the Chubb Group of Insurance Companies
- § 21:18 First Indemnity Insurance Group
- § 21:19 Freedom Specialty Insurance Company
- § 21:20 The Hanover Insurance Group
- § 21:21 Illinois State Bar Association Mutual Insurance Company (ISBA Mutual)
- § 21:22 Ironshore Indemnity, Inc
- § 21:23 James River Insurance Company
- § 21:24 LawyerGuard
- § 21:25 Lawyers Mutual Insurance Company (California)
- § 21:26 Lawyers Mutual Insurance Company of Kentucky
- § 21:27 Lawyers Mutual Liability Insurance Company of North Carolina
- § 21:28 Lawyer's Protector Plan®
- § 21:29 Lloyd's of London
- § 21:30 Markel Insurance Company (the RPS Plus Companies)
- § 21:31 Medmarc Insurance Group (a ProAssurance Company)
- § 21:32 Minnesota Lawyers Mutual
- § 21:33 MPC Insurance, Ltd
- § 21:34 Ohio Bar Liability Insurance Company

- § 21:35 Oklahoma Attorneys Mutual Insurance Company
- § 21:36 Oregon State Bar Professional Liability Fund
- § 21:37 Scottsdale Insurance Company
- § 21:38 Swiss Re Corporate Solutions
- § 21:39 Texas Lawyers' Insurance Exchange
- § 21:40 Travelers Casualty and Surety Company of America
- § 21:41 Wisconsin Lawyers Mutual Insurance Company (WILMIC)
- § 21:42 Zurich

PART III. LIST PROGRAMS OFFERED

CHAPTER 22. LIST OF STATES AND PROGRAMS OFFERED

- § 22:1 Introduction
- § 22:2 List of programs offered by the various carriers and the states where that program is offered
- § 22:3 List of states and programs offered

PART IV. BIBLIOGRAPHY OF LEGAL MALPRACTICE INSURANCE

CHAPTER 23. LEGAL MALPRACTICE INSURANCE: THE LITERATURE IN A NUTSHELL

- § 23:1 Legal malpractice insurance generally
- § 23:2 Considering the options
- § 23:3 The claims made policy
- § 23:4 Purchasing insurance
- § 23:5 Choosing a carrier
- § 23:6 Reporting claims
- § 23:7 Going bare
- § 23:8 Mandatory insurance
- § 23:9 Other potential sources of professional liability coverage