



**Dear Attorney**

**Re: Lawyers' Professional Liability Insurance**

We appreciate your interest in obtaining professional liability coverage from The Bar Plan Mutual Insurance Company, the endorsed carrier of The Missouri Bar. Created to serve the legal profession, we have been insuring lawyers since 1986.

We offer experienced, dedicated professionals to serve you. Our Underwriting Department has over 60 years combined experience writing Lawyers' Professional Liability insurance and is ready to put that experience to work for you. Our Risk Management Department offers free assistance with ethics, risk management and practice management issues. Our Claims adjusters are all experienced lawyers so that, should a claim arise, you can rest assured it will be handled in an effective and expeditious manner.

Some of our key policy features include:

- First Dollar Defense – you will not pay a deductible unless an indemnity payment is made on your claim;
- Broad Definitions of “Coverage” and who is an “Insured” under the policy;
- Coverage for mediators, arbitrators, notary publics, trustees and other fiduciaries, and innocent insureds;
- Prior Acts Coverage (subject to underwriting approval);
- Waiver of a portion of your deductible if a claim is settled within two years of reporting;
- Free unlimited tail coverage for death or disability after 3 years of continuous coverage;
- Free unlimited retirement tail from age 55 with 3 years of continuous coverage; and
- Coverage to defend bar complaints and for subpoena assistance.

For your convenience, The Bar Plan offers two (2) premium payment options: 1) initial 30% down and a maximum of seven (7) monthly payments with a 3.85% service fee applied to the amount financed; or 2) initial 20% down and a maximum of nine (9) monthly payments with a 3.99% service fee applied to the amount financed. The first monthly payment is due approximately 60 days after the effective date of the policy. A service fee is applied to late payments.

We take great pride in our service and flexibility. As you work your way through the application process, if you have any questions or would like assistance, our agents are here to serve you. Please call Jeff Thompson at (314) 965-3333, or (800) 843-2277, ext. 162, Mark Bockius at ext. 150, Bob Murray at ext. 160, or me at ext. 121. We are ready to assist you in any way possible.

Sincerely,

A handwritten signature in cursive script that reads "Christina Lewis Abate". The signature is written in black ink and is positioned below the "Sincerely," text.

Christina Lewis Abate  
Director of Underwriting

# Instructions for Completion of the New Business Application

The following items **MUST BE** completed and returned to obtain a quote:  
**NOTE: AN INCOMPLETE APPLICATION WILL DELAY PROCESSING.**

Completed applications should be emailed to [TBPUnderwriting@thebarplan.com](mailto:TBPUnderwriting@thebarplan.com) or faxed to the Underwriting Department at 314-821-0534.

## Firm Application (Form TBP-15NB, Pgs 1-3)

- Complete ALL questions. If a question does not apply answer “no” rather than “N/A” or “not applicable”.

## Area of Practice New Business Supplement (Form TBP 130)

- Each attorney with the firm **MUST COMPLETE**

**Provide a copy of firm’s current letterhead.** The name of the sole practitioner or firm shown on the application should be identical to that shown on the firm’s letterhead. Any inconsistency must be explained.

## Complete the following supplemental forms **ONLY** if applicable to your firm:

- Claim, Bar Complaint and Incident (Form TBP 14) – If answered yes to question 24 a, b, or c on form TBP 15NB.
- Outside Interests Supplement (Form TBP 17) –if answered yes to question 22 on form TBP 15NB.
- Supplemental Securities Application (Form TBP 18) – If securities work is indicated on form TBP-130 (Area of Practice)
- Copyright, Patent and Trademark Supplement (Form TBP 99) –if IP work is indicated on form TBP-130 (Area of Practice)
- Plaintiff Supplement (TBP 120) – if any Plaintiff work is indicated on Form TBP130 (Area of Practice)

## Office Policy for the Fee Dispute Program Credit (Question 14)

The Fee Dispute Office Policy requires that the firm implement the following:

- The firm will agree to participate in any fee dispute resolution programs from initial investigation through final disposition including Mediation or Arbitration (where available).

Implementation of this policy will entitle the firm to a 2.5% Fee Dispute Program Credit.

## ***SUBMITTING YOUR APPLICATION***

- Before signing the application, save a copy to your desktop
  - Select file, Save a copy, click save
  - Return to signature line on the application and follow instructions for electronic signature

**QUESTIONS?** Contact an agent at The Bar Plan at (314)965-3333 or (800)843-2277 (Bob ext 160, Mark ext 150, or Jeff ext 162)

**\*\*IMPORTANT\*\* Apple Macintosh Users: You MUST use Adobe Reader to complete this form. Visit <https://get.adobe.com/reader/> to install app.**

*Additional supplemental forms may be obtained from our web-site at: [www.thebarplan.com](http://www.thebarplan.com) – select products – malpractice insurance.*

## New Business Application for Lawyers' Professional Liability Insurance

Submitted By: \_\_\_\_\_

Agency: \_\_\_\_\_

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

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Agents Email Address: \_\_\_\_\_

**IMPORTANT NOTICE:**

1. Fully answer all questions in black ink or type.
2. Complete and sign supplements referenced in 22 and 24 if applicable.
3. **Provide a sample of your current letterhead.**
4. Sign and date all forms.
5. Complete Area of Practice Supplement (TBP-130) for each attorney requesting coverage.

1. Name of Applicant (name should be consistent with firm's letterhead)

\_\_\_\_\_

2. Business Address (list all business addresses and designate which is primary; use a separate sheet if necessary):

\_\_\_\_\_ County: \_\_\_\_\_

\_\_\_\_\_ County: \_\_\_\_\_

3. Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_ 4. Year firm established \_\_\_\_\_

5. Number of: Attorneys \_\_\_\_\_ Of Counsel Attorneys \_\_\_\_\_ Paralegals/Law Clerks \_\_\_\_\_ Support staff \_\_\_\_\_

6. If a sole practitioner, who will be responsible for notifying clients in the event of your incapacity, absence or death?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

(a). Do you give consent for us to provide the above named with information regarding your coverage?  Yes  No

7. Insured Designee: \_\_\_\_\_ (The individual with authority to act in all matters regarding this insurance on behalf of the firm and all persons to be covered by this insurance).

8. Are there any predecessor firm(s) in whose assets and liabilities the Applicant is the majority successor in interest?

Yes  No If Yes, please list

9. **Limits of Liability Desired.** Please Check All Limit Quotes Desired.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> \$ 500,000/\$1,500,000  | <input type="checkbox"/> \$2,000,000/\$3,000,000 | <input type="checkbox"/> \$5,000,000/\$5,000,000                          |
| <input type="checkbox"/> \$1,000,000/\$2,000,000 | <input type="checkbox"/> \$3,000,000/\$3,000,000 | <input type="checkbox"/> Greater than \$5,000,000 - Please Specify: _____ |
| <input type="checkbox"/> \$1,000,000/\$3,000,000 | <input type="checkbox"/> \$4,000,000/\$4,000,000 |   |

**Deductible Desired.** Please Check All Deductible Quotes Desired.

- |                                  |                                   |                                   |  |
|----------------------------------|-----------------------------------|-----------------------------------|--|
| <input type="checkbox"/> \$2,500 | <input type="checkbox"/> \$7,500  | <input type="checkbox"/> \$15,000 | <input checked="" type="checkbox"/> \$50,000 |
| <input type="checkbox"/> \$5,000 | <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$25,000 | <input type="checkbox"/> \$100,000           |

Please note a deductible of:

- \$2,500 is limited to policies with limits less than \$1,000,000
- \$5,000 is limited to policies with limits less than \$2,000,000
- \$7,500 is limited to policies with limits less than \$4,000,000
- \$10,000 is limited to policies with limits less than \$5,000,000

Do you desire a quote:

- With First Dollar Defense - This means the deductible is paid only when there is a Damages payment
- Without First Dollar Defense - This means the deductible is paid when either defense costs or Damages is paid
- Defense Expense Outside the Limit

**Policy Effective Date Requested** \_\_\_\_\_

**BANKING**

10. During the past five (5) years, have you (if a sole practitioner) or has any member or former member of your firm (while associated with the firm) provided legal services to a financial institution?  Yes  No

**If Yes, has any member (or former member) of the applicant firm:**

- (a) had loan commitments with the institution?  Yes  No
- (b) held stock or any other financial interest in the institution?  Yes  No
- (c) acted as a director or officer of the institution?  Yes  No
- (d) been a member of the executive committee?  Yes  No
- (e) been a member of the loan policy committee?  Yes  No
- (f) been a member of the audit committee?  Yes  No
- (g) participated in the preparation of the institution's response to regulatory examination reports?  Yes  No
- (h) provided legal services to the institution as "Counsel", "General Counsel", or on any other regular "retainer" basis providing the majority of legal services to the institution?  Yes  No

**OFFICE PROCEDURES**

11. Are the following utilized?

a. Engagement letters or fee agreements  Yes  No  Sometimes (Please Explain): \_\_\_\_\_

b. Declination (Non-Engagement) letters  Yes  No  Sometimes (Please Explain): \_\_\_\_\_

c. Termination or closing letters  Yes  No  Sometimes (Please Explain): \_\_\_\_\_

12. Which of the following Conflict of Interest Avoidance Systems does the firm utilize?

a.  Manual System  Computerized  None  Other (please explain) \_\_\_\_\_

b. Does your system note:

- Client Name & Related Parties
- Opposing Party
- Matter Description
- Opposing Counsel
- Principal, owner(s), officer(s), director(s) and affiliate(s), if client or opposing party is an entity

c. Upon identifying an actual or potential conflict, does the firm have a procedure that requires members to always obtain written consent from the client before proceeding further with the representation?  Yes  No

d. Does the firm's conflict system include attorney-client relationships established by predecessor, merged or acquired firm(s), if applicable?  Yes  No

e. Does an attorney supervise the system?  Yes  No

13. Which of the following Time/Docket Control procedures does your firm utilize? Please check all applicable categories:

a. Is your system?  Manual  Computerized  None

b.  Single Calendar  Dual Calendar  Master Plus Individual Calendar  
 Other – Please explain \_\_\_\_\_

c. Does your time/docket control system note:

- Statutes of Limitations
- Appointments
- Procedural Deadlines

**FEE DISPUTES**

14. a. Has any member of the firm sued for legal fees in the past 24 months (including sending to a collection agency)?  Yes  No

b. Does your firm have a procedure that requires critical review of a matter prior to bringing suit over legal fees owed to the firm?  Yes  No

c. Does the firm have a policy not to sue for fees?  Yes  No

d. Does the firm have a policy to participate in fee dispute resolution programs, whenever possible, prior to bringing suit over legal fees owed the firm?  Yes  No

e. If any member of the firm has sued for fees in the past 24 months, how many suits have been filed? \_\_\_\_\_

**WEBSITE**

15. Does your law firm have a web site?  Yes  No  
 a. If yes, does the web site contain a disclaimer stating that use of the web site does not create an attorney-client relationship?  Yes  No  
 b. Please provide your web-site address: \_\_\_\_\_
16. Does the law firm's website permit visitors to contact the firm through the website?  Yes  No  
 a. If yes, is a conflicts check conducted prior to providing the legal advice?  Yes  No  
 b. Other than your own website, do you advertise on the internet?  Yes  No  
 If yes, provide web addresses: \_\_\_\_\_
17. Do you advertise your professional services on television or radio?  Yes  No  
 If yes, in what states? \_\_\_\_\_

**OFFICE SHARING PROCEDURES**  *Non Applicable*

18. Does the firm share any of the following with other attorneys who are not members of this firm? (Check all that apply)  
 Office Space  Letterhead  Cases  Non Attorney/Support Staff
19. Do you share a receptionist?  Yes  No  
**If Yes, please answer a. and b.**  
 a. Is the phone answered by giving the names of all attorneys/firms sharing the space?  Yes  No  
 b. Is the phone answered using a generic (e.g. "law offices") with giving the name(s) of each attorney/firm sharing the space?  Yes  No
20. Does the name(s) of each attorney/firm sharing the office appear together as "Law Offices of..." or some other common listing on the signage for your office suite?  Yes  No
21. Do you disclose in writing to your clients the parameters and limits of your office sharing arrangement?  Yes  No

**OUTSIDE INTERESTS**

22. Are any members of the firm also an owner, manager, employee, director or partner of any organization, other than that of the applicant, which is a *client* of the firm?  Yes  No  
**If "Yes" complete Outside Interest Supplement Form (TBP-17)**

**PUBLICLY TRADED COMPANY(S)**

23. In the past 12 months, has any attorney in the firm represented any publicly traded company(s) regarding corporate governance or legal compliance matters?  Yes  No  
**If "Yes", submit a brief written description of the legal work performed on separate attachment**

**CLAIMS**

24. After inquiry of each lawyer named in the firm:  
 a. has the firm, any member of the firm or any former member of the firm, or predecessor, in the past seven (7) years, been the subject of an investigation, reprimand or disciplinary action or refused admission by any association, court or administrative agency?  Yes  No  
 b. has the firm, any member in the firm or any former member of the firm, or predecessor, in the past seven (7) years, been the subject of a professional liability claim, suit, incident, bar complaint, formal grievance or formal fee dispute filed with a state or local bar association?  Yes  No  
 c. does the firm or any attorney in the firm have knowledge of any incident, circumstance, act or omission, which may give rise to a claim?  Yes  No  
**If "Yes" to question a. b. or c., a Supplemental Claim Form (TBP-14) must be completed for each**

**INDEPENDENT CONTRACTOR(S)**

25. Does the firm or any member of the firm retain an attorney(s) on an independent contractor basis?  Yes  No  
**If "Yes", please list below the independent contractors**

**NOTE: No coverage is available under this Policy for the acts or omissions of an Independent Contractor ("IC") unless either: 1) the IC is added as a Named Insured to this Policy; or 2) the IC carries an LPL policy covering the Claim. Under option 2, coverage is limited to the Policyholder and the Insured's under this Policy. We recommend you obtain a copy of the IC's declarations page.**

1. Firm Name \_\_\_\_\_ 2. Attorney Name \_\_\_\_\_
3. Bar or Supreme Court # \_\_\_\_\_ 4. Year admitted to Bar(s) \_\_\_\_\_ 5. Number of years of full time practice \_\_\_\_\_
6. Exact date you joined this firm \_\_\_\_\_ 7. E-mail address \_\_\_\_\_
8. # of hours worked on a weekly basis practicing law for this firm \_\_\_\_\_ 9. List Retro-Date with last carrier \_\_\_\_\_
10. List all State(s) you are admitted to practice: \_\_\_\_\_
11. List the percentage of time you practice in each State(s) listed in question 10.: \_\_\_\_\_
12. How many open files or matters do you have currently? \_\_\_\_\_
13. Designation:  Member  Officer  Director  Employee  Associate  Of Counsel  Independent Contractor  Other \_\_\_\_\_
14. Have you attended a Risk Management OR Ethics Seminar within the past 12 months?  Yes  No
15. Do you desire coverage in a judicial capacity?  Yes  No Describe judicial position \_\_\_\_\_
16. Indicate the percentage of **HOURS** (in whole numbers) of practice devoted to the following areas: **Total Hours Must Equal 100%.**

Administrative Law _____ %	Estate Planning _____ %	Securities Law:*** _____ %
Admiralty/Maritime _____ %	Estate/Probate/Trust _____ %	Bonds _____ %
Arbitrator/Mediator _____ %	General Business/Corporate: _____ %	Federal SEC _____ %
Banking/Financial Institutions _____ %	Business Transactions/Advice _____ %	State _____ %
Bankruptcy _____ %	Contracts _____ %	Private Placements _____ %
BI/PI Defense _____ %	Entity Formations _____ %	School Law _____ %
BI/PI Plaintiffs * (includes cases _____ %	Mergers/Acqns _____ %	Social Security _____ %
you refer out and retain an interest) _____ %	Secured Transactions _____ %	Taxation (Corporate) _____ %
Civil Rights _____ %	Corporate Administration _____ %	Taxation (Individual) _____ %
Class Action/Mass Torts/ Defense _____ %	General Corporate _____ %	Tax Opinions _____ %
Class Action/Mass Torts/ Plaintiff* _____ %	Immigration Law _____ %	Tax Preparations _____ %
Collection: _____ %	IP - Copyright/Trademark** _____ %	Traffic _____ %
Collection Defense _____ %	IP - Patent** _____ %	Worker Comp Defense _____ %
Commercial _____ %	International Law _____ %	Worker Comp Plaintiff _____ %
Consumer _____ %	Labor Relations _____ %	Other (over 5%) _____ %
Commercial Litigation Defense _____ %	Medical Malpractice Defense _____ %	(please specify) _____ %
Commercial Litigation Plaintiff _____ %	Medical Malpractice Plaintiff * _____ %	_____ %
Communication _____ %	Municipal/Local Government _____ %	_____ %
Construction Law _____ %	Oil, Gas and Mining _____ %	
Criminal _____ %	Product Liability Defense _____ %	
Domestic Relations _____ %	Product Liability Plaintiff * _____ %	
Entertainment _____ %	Public Utilities _____ %	
Environmental _____ %	Real Estate - Commercial _____ %	
ERISA/Pension Plans _____ %	Real Estate - Residential _____ %	

Of the following supplemental forms, complete only **one** per firm:  
 \* Plaintiff Supplement  
 \*\* Copyright/Patent/Trademark Supplement  
 \*\*\* Securities Supplement

**Total Hours = 0.00 %**

17. List lawyers' professional liability insurance carried for each of the past years. **Include Month, Day and Year.**  
**IF NO COVERAGE, CHECK THIS BOX.**
- |                         |            |            |            |            |            |
|-------------------------|------------|------------|------------|------------|------------|
| (a) Effective           | From _____ | From _____ | From _____ | From _____ | From _____ |
| (b) Expiration          | To _____   | To _____   | To _____   | To _____   | To _____   |
| (c) Law Firm Insured    | _____      | _____      | _____      | _____      | _____      |
| (d) Insurance Company   | _____      | _____      | _____      | _____      | _____      |
| (e) Limits of Liability | _____      | _____      | _____      | _____      | _____      |
| (f) Deductible          | _____      | _____      | _____      | _____      | _____      |

Applicant's Instructions: (Please type or print)

- a. Complete one form for each Claim, Incident, or Bar Complaint.
- b. If space is insufficient to answer question fully, attach separate sheet.
- c. Answer all questions completely and all dates must be listed.

1. Firm name: \_\_\_\_\_

2. Full name of attorney(s) involved in the claim: \_\_\_\_\_

3. Full name of claimant: \_\_\_\_\_

4. Indicate whether: Claim  Suit  Incident  Bar Complaint

5. Date of alleged error or omission: \_\_\_\_\_

6. Date of first notice to applicant: \_\_\_\_\_

7. Additional defendants: \_\_\_\_\_

8. Please give a brief description:

\_\_\_\_\_

9. If an incident, estimated liability: \$ \_\_\_\_\_

10. If closed claims indicate whether: verdict  judgment  out of court settlement

Total loss paid including deductible \$ \_\_\_\_\_

Total cost of defense \$ \_\_\_\_\_ Date Payment Made \_\_\_\_\_

11. If a pending claim: Claimant's settlement demand \$ \_\_\_\_\_ Defendant's offer for settlement \$ \_\_\_\_\_

Defense expenses incurred to date \$ \_\_\_\_\_ Deductible \$ \_\_\_\_\_

Is claim in suit? Yes  No  Amount sought in petition or complaint: \_\_\_\_\_

12. Name of Insurer: \_\_\_\_\_

13. Date Reported to Insurer: \_\_\_\_\_

14. Describe any action taken by the insured to prevent future claims/incidents of this nature:

\_\_\_\_\_

Provide name and contact information should the Claim Department need to communicate with you regarding this report.

Please check preferred method of contact: Phone  Email  Mail  Fax

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

	<b>Entity #1</b>	<b>Entity #2</b>	<b>Entity #3</b>	<b>Entity #4</b>
Name of Attorney				
Client Name				
Date of Affiliation				
Nature of Client Enterprise				
Position(s) Held by Attorney				
List all committee Involvement and/or Non Lawyer Activities If None – State NONE				
Indicate D & O Insurance Limits - If None, State NONE				
Indicate % of Firm Billings	0 %	%	%	%
Indicate % of Attorney Billings	%	%	%	%
Dollar Value and % of Interest Held by Firm or Attorney	%	%	%	%



For purposes of this application, the term “securities” takes its definition from the Securities Act of 1933. Securities practice includes all activities involved with or related to both public offerings and private placements and indicates both exempt and non-exempt securities. Securities practice does not however generally include: **1.** assisting clients with basic small business formations in which all of the owners/investors are either actively involved in the operation of the business, or their relatives; **2.** drafting or amending the governing documents (e.g. partnership agreement, articles of incorporation, by-laws) for a new or existing business; or **3.** representing a client in the sale of a business in which securities are exchanged when: a. the sale is a negotiated transaction and the buyer conducts its own due diligence; and b. the purchase decision is expressly based on the buyer’s own due diligence investigation. The Company retains the sole discretion to review any business formation or sale of securities in which any Insured provides Legal Services to determine whether it shall be considered as a “securities practice.”

	Client #1	Client #2	Client #3	Client #4
Date Offering Commenced				
Name of Issuer				
<b>Type of Offering:</b> PR=Private Placement PUI=Public Initial Placement PUS=Public Secondary Placement B=Bond (private) SY=Syndication M=Municipal Financing				
Type of Business				
Did firm Render Tax Opinion?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Issuer Incorporation or Formation				
Dollar Size of Offering and Description of Security				
<b>Indicate Counsel For:</b> I=Issuer U=Underwriter L=Lender IC=Insurance Co P=Purchaser A=Auditor O=Other (Specify)				
Number of Months as a Client				
Affiliated with Issuer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant Lawyer(s) Invest?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Average Number of Years Attorney(s) has been practicing in Securities Work				

In chronological order provide the above information as to the issuance or sale of securities for which the firm rendered legal services on behalf of a client during the past 48 months, or legal services for which a filing is expected to be made within the next 90 days. Include in this list, filings which were withdrawn after having been filed, offerings that were unsuccessful, and filings made pursuant to an exemption from registration under the act. Use separate sheet if necessary.

Answers are required for questions 1 through 9 regarding all applicants engaged in copyright, patent, and trademark. The remaining questions, 10 through 28, apply to the firm's specific practice. If any section is not applicable, check the "Not Applicable" box for that section.

1. Indicate the percentage of hours the firm devotes to the following categories:

- a. Patent \_\_\_\_\_ %                      c. Trademark \_\_\_\_\_ %  
b. Copyright \_\_\_\_\_ %                      d. Other IP (Please explain) \_\_\_\_\_ %

2. Indicate the number of attorneys and years experience

- a. Number of attorneys practicing IP work? \_\_\_\_\_  
b. Average number of years each attorney has been practicing IP work \_\_\_\_\_

3. Does the firm have a computerized docketing system to alert the appropriate responsible party specific to:

- a. Statutory bar dates?  Yes  No  
b. Fee due dates, whether outsourced or not?  Yes  No  
c. Response dates?  Yes  No

4. Who reviews the docket entries for accuracy? **Check all that apply.**

- Billing Partner                       Partner in charge of work                       Associate  
 Paralegal                               Secretary     Docketing Personnel

5. Does the firm outsource to other entities for:

- a. Searches  Yes  No  
b. Payment of Maintenance/Annuity fees?  Yes  No

**If Yes to either a. or b. above, does the firm:**

1. Verify the outsource entity carries professional liability insurance coverage?  Yes  No  
2. Obtain proof of insurance, such as a certificate of insurance?  Yes  No

6. How does the firm choose an outsource entity? **Check all that apply.**

- Review of work product                       Recommendations from other law firms  
 Yellow Pages                                       Advertisements in legal publications/law journal

7. Does the firm check for subject matter conflicts of interest (competing intellectual property in the same field of endeavor)?

- Yes  No

8. If your firm engages in intellectual property litigation, does your firm expressly notify the client in writing whether or not the firm is also docketing and tracking maintenance/renewal dates for the client's intellectual property assets?  Yes  No

9. When disengaging from a client, does the firm follow the withdrawal from employment procedures specified in 37 CFR §10.40?

- Yes  No

If no, please explain on separate attachment.

**Copyright**

**Not Applicable**

10. Does the firm's docket system include dates for:

- a. a copyright renewal filing?  Yes  No  
b. responses to an office action?  Yes  No  
c. infringement action filing?  Yes  No

11. What is the firm's standard time frame for applying for copyright registration on behalf of their client? \_\_\_\_\_

12. Are all assignments of copyright from one client to another fully documented in writing?  Yes  No

**Patent**

**Not Applicable**

13. Does the firm request written disclosure of specific dates of all printed publications, sales, offers for sale and/or public use of intellectual property from a client, prior to filing of a patent application?  Yes  No

14. Does the firm request in writing, from all patent clients, the client's intent to pursue or not to pursue a foreign patent application?  Yes  No
15. Does the firm request in writing from all patent clients, the client's disclosure of patent applications filed in foreign countries?  Yes  No
16. Does the firm advise foreign clients of requirements needed to satisfy the establishment of the date of invention for U.S. Patents?  Yes  No
17. Does the firm disclose in writing to all patent clients, all dates for payment of maintenance fees, annual payments or annuities to be paid by the client to keep an application or patent in force?  Yes  No
18. Does the firm advise the client in writing to mark the patented product with the appropriate patent number?  Yes  No
19. Indicate the percentage of the types of Patent Opinions rendered by the firm.
- |                   |  |   |
|-------------------|--|---|
| a. Patent ability |  | % |
| b. Infringement   |  | % |
| c. Validity       |  | % |
20. For the types of patent opinions rendered, does the firm disclose the scope and extent of the search conducted that is the basis for the opinion?  Yes  No
21. Does the firm guarantee patent opinions rendered?  Yes  No
22. Does the firm disclose in writing to the client the 20-year patent term based on the date of filing, the publication of patent applications and the rules on opting out of publication for applications not filed abroad?  Yes  No

**Trademark**

**Not Applicable**

23. Does the firm's docket system advise regarding dates for:
- |  |                              |                             |
|--|------------------------------|-----------------------------|
| a. Response to all PTO actions?                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Declaration of use after registration?            | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Statement of incontestability after registration? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Renewal of trademark?                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
24. Does the firm:
- |  |                              |                             |
|--|------------------------------|-----------------------------|
| a. Perform searches of records at the PTO for trademarks?                                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Search common law sources, publications and business indices for existing trademarks? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Outsource the searching to an entity to:  |                              |                             |
| 1. Perform PTO searches?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Search common law sources?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
25. Does the firm advise that the trademark search is not guaranteed against all common law sources?  Yes  No
26. Are the assignments of trademark from one entity to another fully documented in writing with the assignment of good will?  Yes  No
27. Are all trademark assignments promptly and properly recorded with the PTO?  Yes  No
28. Does the firm advise the client in writing of the use of proper trademark notice?  Yes  No

(Plaintiff Cases are Defined as: Bodily Injury, Personal Injury, Class Action/Mass Tort, Product Liability and Professional Malpractice)

Please answer all questions in relation to your plaintiff practice only. **COMPLETE ONLY ONE FORM FOR THE FIRM.**

1. Total number of all open and closed plaintiff cases in the past 12 months: \_\_\_\_\_

2. Average number of plaintiff cases each attorney handles per year: \_\_\_\_\_

3. Percentage of cases: Settled before trial? \_\_\_\_\_ % Cases tried to conclusion? \_\_\_\_\_ %

4. Percentage of cases referred to you by other law firms? \_\_\_\_\_ %

5. Percentage of cases you refer to other firms and maintain an economic interest? \_\_\_\_\_ %

6. If such cases ARE referred to other firms, are these firms located in other states? \_\_\_ Yes \_\_\_ No  
If Yes, list all state(s) and the percentage in each state: \_\_\_\_\_

7. Average dollar value of cases (opened & closed): *Please estimate to the best of your ability.*

Less than \$25,000	_____ %	\$ 25,001 - \$ 75,000	_____ %
\$ 75,001 - \$125,000	_____ %	\$125,001 - \$ 300,000	_____ %
\$300,001 - \$500,000	_____ %	\$500,001 - \$1,000,000	_____ %
Greater than \$1,000,001	_____ %	Other	_____ %

8. What percentage of your plaintiff cases during the past 5 years has been: *Please estimate to the best of your ability.*

_____ % Class Action/Mass Tort	_____ % Medical Malpractice	_____ % Premises Liability
_____ % Automobile Accident	_____ % Legal Malpractice	_____ % Other – Explain
_____ % Product Liability	_____ % Slip and Fall	

9. With respect to your answer in question 8., please state the maximum dollar value of any one case: *Please estimate to the best of your ability.*

\$ _____ Class Action/Mass Tort	\$ _____ Medical Malpractice	\$ _____ Premises Liability
\$ _____ Automobile Accident	\$ _____ Legal Malpractice	Other - Explain _____
\$ _____ Product Liability	\$ _____ Slip and Fall	

10. Describe the firm's procedure for tracking the Statute of Limitations on each plaintiff case:  
\_\_\_\_\_

11. Provide a written narrative regarding any class action/mass tort cases this firm has handled or had involvement with on behalf of the plaintiff, in the past 12 months. Please include: the jurisdiction, number of such cases, number of clients in each case, overall case value, status, nature of cause of action of each case, as well as the firm's previous experience in this area.  
\_\_\_\_\_

# Application for Lawyers' Professional Liability Insurance

## Forms Included in this applications (check all that apply):

- Firm Application – Form TBP-15NB
- Area of Practice Business Supplement – Form TBP-130 for each attorney
- Supplemental Securities Application – Form TBP-18
- Outside Interest Supplement – Form TBP-17
- Claim, Bar Complaint and Incident Supplemental – Form TBP-14
- Plaintiff Supplement – Form TBP-120
- Copyright/Patent/Trademark Supplement – Form TBP-99
- Firm's Current Letterhead

## NOTICE TO APPLICANT - PLEASE READ CAREFULLY:

**REPRESENTATION:** Insured Designee, on behalf of and with the authority of Applicant represents that the statements and information contained herein are true and that Applicant has not suppressed, omitted or misstated any facts. Applicant has made inquiry with each lawyer in the firm regarding the accuracy of the answers on this application. Applicant agrees that this application shall be the basis of the Policy of insurance issued by the Company and incorporated therein. Applicant agrees to notify the Company of any material change(s) in the statements in the application forms between the date of application and the effective date of the Policy of insurance. Applicant understands that any change(s) may result in an adjustment of the terms and conditions of the Policy of insurance and/or premium.

Applicant understands that the Policy applied for provides coverage on a "Claims Made and Reported" basis for ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD and that coverage ceases with the termination, cancellation or expiration of the Policy unless Applicant exercises the options available in the Policy for Extended Reporting Coverage.

## IMPORTANT REMINDER

TO AVOID LOSS OF COVERAGE IT IS IMPERATIVE THAT ALL KNOWN CIRCUMSTANCES, ACTS OR OMISSIONS WHICH COULD RESULT IN A PROFESSIONAL LIABILITY CLAIM AGAINST YOU, YOUR FIRM OR A PREDECESSOR IN BUSINESS BE REPORTED TO YOUR PRESENT INSURER WITHIN THE TIME PERIOD SPECIFIED IN YOUR PRESENT POLICY. PLEASE CONTACT THE BAR PLAN MUTUAL INSURANCE COMPANY IF YOU DESIRE ASSISTANCE.

Printed Name: \_\_\_\_\_

Email address of Insured Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Insured Designee\*: \_\_\_\_\_

Check this box **Only** if you want to receive a paper copy of your quotes and policy instead of an email transmission.

\*Signing this form and tendering premium does not bind the Applicant or the Company. Application must be signed and dated to be considered for a quotation. If not the Insured Designee, the person submitting this Application affirms he/she is doing so under the express authority of the Insured Designee.

**Anti Fraud Warning - New Mexico - "Any person knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents a false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties".**