



## APPLICATION FOR ATTORNEYS' PROFESSIONAL LIABILITY INSURANCE POLICY

*Please note this application is for a "claims made and reported" policy that provides coverage only for claims first made and reported to TLIE during the policy period.*

1801 South MoPac Expressway; Suite 300; Austin TX 78746  
(512) 480-9074 / (800) 252-9332 [in Texas] / Fax: (512) 482-8738

Website: [www.tlie.org](http://www.tlie.org) / Email: [app@tlie.org](mailto:app@tlie.org)

**A SIMPLER, ONLINE VERSION OF THIS APPLICATION CAN BE FOUND HERE ---> <https://app.tlie.org/new>**  
**(We strongly encourage all applicants to complete the online version of the application for a faster turnaround)**

**All questions must be answered and any applicable supplements completed to process the application. Failure to do so will result in a delay in receiving a quote.**

- INSTRUCTIONS:**
1. If space provided is insufficient, please provide additional information on a separate sheet.
  2. Instead of leaving a blank, please mark "none" or "N/A."
  3. Save completed application and email to [app@tlie.org](mailto:app@tlie.org).
  4. If you have any questions, call 1-800-252-9332 or email [info@tlie.org](mailto:info@tlie.org).

**INFORMATION ABOUT YOUR PRACTICE**

1. Applicant Firm Name: \_\_\_\_\_
- Type of Practice:    Individual    LLP    Partnership    PLLC    PC    Joint Venture    Other: \_\_\_\_\_
2. Who is the main firm contact? Name: \_\_\_\_\_ Email \_\_\_\_\_  
*(Please note that this email address will be used for your quote, policy documents, invoices, and online portal access)*
3. Name of firm administrator (if applicable): \_\_\_\_\_
4. Date firm established: \_\_\_\_\_
5. (a) Principal Office Address:  
Street \_\_\_\_\_ City \_\_\_\_\_ TX Zip \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_
- (b) Billing Address (if different from above):  
Street \_\_\_\_\_ City \_\_\_\_\_ TX Zip \_\_\_\_\_
- (c) Firm's Website(s): \_\_\_\_\_
- (d) Number of Offices: \_\_\_\_\_. (If virtual office, please include and designate as such below.)  
Addresses of other offices: \_\_\_\_\_

**ATTORNEY INFORMATION**

6. Complete attached [Attorney Information Supplement](#) with information about each attorney with the firm (including any contract or of counsel attorneys), even if you are a sole practitioner. Any attorney listed is considered a "firm member" for all questions on this application.
7. How many attorneys have left the firm in the past 12 months? \_\_\_\_\_
8. Independent Contractor (IC) and "Of Counsel" (OC) Relationships
  - (a) Does any lawyer(s) act as an independent contractor and/or "Of Counsel" to this firm?  
Yes    No    If yes, include all such attorneys on the attached [Attorney Information Supplement](#) **and** complete the attached [Of Counsel and Independent Contractor Information Supplement](#).
  - (b) Does any firm member act as "Of Counsel" or Independent Contract Attorney to another law firm?  
Yes    No    If yes, provide name and address of other firm(s), average hours per week in that capacity (specify IC or OC), dates of relationship and whether other firm(s) are insured:  
\_\_\_\_\_  
\_\_\_\_\_
9. If Applicant is a sole practitioner, how many hours does Applicant work on average per week for **this** firm (not just billable -includes things such as administrative work, management, marketing, etc)? Does not include IC or OC work, or any other employment.

This Year	Last Year	Two Years Ago	Three Years Ago	Four Years Ago

If less than 40 hours, reason(s):    Family    Leisure    Other \_\_\_\_\_

**NATURE OF PRACTICE**

10. List the percentage of time devoted by the Applicant to the specific areas of practice shown below.

**REAL ESTATE – EXCLUDING SYNDICATIONS**

\_\_\_\_% (1) Commercial Real Estate  
 \_\_\_\_% (2) Residential Real Estate

**GENERAL BUSINESS – OTHER THAN REAL ESTATE**

\_\_\_\_% (1) Business Organization Matters  
 \_\_\_\_% (2) Business Transactions – Contracts  
 \_\_\_\_% (3) Financial Institution Representation

**BANKRUPTCY**

\_\_\_\_%

**COLLECTIONS**

\_\_\_\_%

**SECURITIES LAW – TAX EXEMPT MUNICIPAL BONDS ONLY**

\_\_\_\_% If any, complete the [Securities Supplement](#).

**SECURITIES LAW – OTHER TYPES OF SECURITIES PRACTICE**  
(INCLUDES ACTIVITIES THAT USE OR CONTEMPLATE THE USE OF INVESTOR FUNDS)

\_\_\_\_% If any, complete the [Securities Supplement](#).

**ESTATE, TRUST AND PROBATE LAW (INCLUDING WILLS AND FIDUCIARY)**

\_\_\_\_%

**FAMILY LAW (INCLUDING JUVENILE AND ADOPTION)**

\_\_\_\_%

**DEFENSE**

\_\_\_\_% (1) Insurance Defense  
 \_\_\_\_% (2) Commercial Litigation Defense  
 \_\_\_\_% (3) Criminal

**PLAINTIFF REPRESENTATION FOR:**

\_\_\_\_% (1) Bodily Injury or Personal Injury  
 \_\_\_\_% (2) Mass/Group Tort, Class Action

**OTHER PLAINTIFF REPRESENTATION**

\_\_\_\_% (1) Persons Seeking Other Affirmative Relief Under Civil Law  
 \_\_\_\_% (2) Employment/Labor Law  
 \_\_\_\_% (3) Workers' Compensation  
 \_\_\_\_% (4) Medical Malpractice

**INTELLECTUAL PROPERTY**

\_\_\_\_% (1) Patent Related Intellectual Property  
 \_\_\_\_% (2) Non-Patent Related Intellectual Property  
 (3) How many patent agents in firm? \_\_\_\_

**TAXATION – INCLUDES TAX OPINIONS**

\_\_\_\_%

**OIL AND GAS (INCLUDES TITLE WORK)**

\_\_\_\_%

**ENVIRONMENTAL**

\_\_\_\_%

**IMMIGRATION**

\_\_\_\_%

**ADMINISTRATIVE**

\_\_\_\_%

**MEDIATION/ARBITRATION**

\_\_\_\_%

**OTHER – (PLEASE LIST)**

\_\_\_\_% (1) \_\_\_\_\_  
 \_\_\_\_% (2) \_\_\_\_\_  
 \_\_\_\_% (3) \_\_\_\_\_

**Total Must Equal 100%: \_\_\_\_\_**

**SPECIFIC RELATIONSHIPS OR SERVICES INVOLVING REAL ESTATE** (Please answer even if Real Estate is 0%)

11. a) Is any firm member a(n):

Yes No Licensed escrow officer for a title company; Fee attorney for a title company; Outside closing attorney, approved attorney or P-22 attorney?

(b) Yes No Does Applicant or any firm member have any agreements with title companies? **If yes, please provide copies.**

(c) \_\_\_\_\_ Number of non-attorney licensed escrow officers currently employed by Applicant.

**INSURANCE AND LIABILITY HISTORY**

All firm members and employees must supplement the answers to these questions as circumstances change until a policy is issued.

12. Has **this firm** ever been insured by TLIE? Yes No

Does **this firm** have a **current, active** professional liability insurance policy in force?

Yes If yes, please list details below:

No If no, skip to question 13 (no need to complete the remaining fields on question 12).

Insurance Company	Limits of Liability and Deductible	Expiration Date of Policy	# of Attorneys Insured	Annual Premium

What is the Retroactive Date (for prior acts coverage) of this firm's current policy: \_\_\_\_\_

**NOTE:** Please attach copy of your current policy Declarations page and all Endorsements if you would like TLIE to consider matching their retroactive date.

**INSURANCE AND LIABILITY HISTORY (CONTINUED)**

13. Has Applicant or any firm member **IN THE PAST 10 YEARS** had professional liability insurance canceled, declined or nonrenewed?  
 Yes No If yes, attach a copy of cancellation, declination or nonrenewal notice(s).
14. Has Applicant or any firm member **IN THE PAST 10 YEARS** been the subject of a legal malpractice claim?  
 Yes No If yes, complete attached [Claim Form](#).
15. Does any firm member or non-attorney employee of Applicant (including all predecessor firms) know of any circumstance, act, error or omission that might form the basis of a legal malpractice claim against Applicant or any attorney listed on the [Attorney Information Supplement](#)?  
 Yes No If yes, complete the [Claim Form](#) and report all such matters to your current insurer as such matters will not be covered under Applicant's TLIE policy.
16. Has any firm member been the subject of a grievance complaint in the past five years?  
 Yes No If yes, attach a copy of grievance, description of circumstances and current status.
17. Has any firm member ever voluntarily accepted discipline or been refused admission to the bar, been reprimanded (privately or publicly), suspended from the practice of law, disbarred, received a probationary license or otherwise disciplined by any disciplinary or licensing authority?  
 Yes No If yes, provide full details on a separate sheet.

**REQUESTED LIMITS OF LIABILITY AND DEDUCTIBLE**

18. TLIE reserves the right to restrict availability of limits of liability and deductibles. Certain limits of liability and/or deductibles may require an acceptable financial statement from Applicant.

Indicate below the policy, limits of liability and deductible for which you want quotes.  
 For more information, go to [www.tlie.org](http://www.tlie.org) or contact Member Services at 1-800-252-9332.

**PREMIER vs ESSENTIAL POLICY COMPARISON**

<u>Limits of Liability</u>		<u>Premier Policy</u>								<u>Essential Policy</u>	
\$Per Claim/Aggregate		<u>Deductible</u> (\$ Per Policy Year)								<u>Limits of Liability</u>	
										\$ Per Claim/Aggregate	
										\$ Per Policy Year	
100,000/100,000	1K	3K	5K	10K						100,000/300,000	1,000
100,000/300,000	1K	3K	5K	10K						200,000/600,000	1,000
200,000/600,000	1K	3K	5K	10K						500,000/500,000	1,000
500,000/500,000	1K	3K	5K	10K	25K	50K				1,000,000/1,000,000	1,000
500,000/1,000,000	1K	3K	5K	10K	25K	50K	100K				
1,000,000/1,000,000	1K	3K	5K	10K	25K	50K	100K				
2,000,000/2,000,000	1K	3K	5K	10K	25K	50K	100K				
3,000,000/3,000,000	1K	3K	5K	10K	25K	50K	100K				
4,000,000/4,000,000	1K	3K	5K	10K	25K	50K	100K				
5,000,000/5,000,000	1K	3K	5K	10K	25K	50K	100K				
5,000,000/10,000,000	1K	3K	5K	10K	25K	50K	100K				
10,000,000/10,000,000	1K	3K	5K	10K	25K	50K	100K				
Other Limits (Not Shown)											

<b>NICHE POLICIES</b>	<u>Part-Time Essential Policy</u>		<u>New Attorney Essential Policy</u>		<u>Referral Service ONLY Policy*</u>	
	<u>Limits of Liability</u>	<u>Deductible</u>	<u>Limits of Liability</u>	<u>Deductible</u>	<u>Limits of Liability</u>	<u>Deductible</u>
	\$ Per Claim/Aggregate	\$ Per Policy Year	\$ Per Claim/Aggregate	\$ Per Policy Year	\$ Per Claim/Aggregate	\$ Per Policy Year
	100,000/300,000	1,000	100,000/300,000	1,000	100,000/300,000	1,000
	*You must have been practicing for less than four years to potentially qualify for this option.				*The Referral Service Policy provides coverage for <b>only</b> those matters referred to the Insured by the Lawyer Referral and Information Service ("LRIS") or any other referral service certified by the State Bar of Texas. (Coverage for these types of matters is already included in all other policy types).	

**WARRANTY, SUBSCRIBER'S AGREEMENT and POWER OF ATTORNEY**

Warranty

On behalf of Applicant and all firm members and employees of Applicant, I hereby warrant and declare that the foregoing statements and particulars are true and that I have not suppressed or misstated any material facts and that I agree this application shall be the basis of the contract with the Association. I agree that all representations contained herein are deemed material and continuous as a matter of law, and that I will immediately notify the Association of any change in answers to this application.

On behalf of the Applicant and all firm members and employees of the Applicant(s), I hereby authorize release to the Association or its authorized representative, by any State Bar association, our present and prior professional liability insurance carriers, or any other sources, any claims, underwriting, or other information having a bearing upon our acceptability as a professional liability insurance risk. It is understood that this is an application for insurance and not an insurance binder. Any misstatements made in this application could invalidate any policy issued on the basis of this application.

Subscriber's Agreement and Power of Attorney

The undersigned hereafter known as the Subscriber, agrees with other Subscribers at an Exchange known as the TEXAS LAWYERS' INSURANCE EXCHANGE, hereinafter referred to as the Association, located in Austin, Texas, to exchange private contracts of indemnity. To that end, I hereby appoint the President of the Association and/or such person or persons as may be designated by the Board of Directors in accordance with Article VIII, Section 8 of the Bylaws, and licensed by the Commissioner of Insurance of the State of Texas, with full powers of substitution and revocation, and with authority to act jointly and severally, as my Attorney-in-Fact, in my name, place and stead, to represent me in the following matters:

1. To exchange with other Subscribers at such Exchange, insurance coverages as now or hereafter authorized by the Board of Directors; to subscribe and deliver all proper contracts of insurance; to take any action in furtherance of the exchange of such contracts of insurance; to do and perform every other thing that I could do in respect to such contracts so exchanged, including the appearance and defense in my name in actions and proceedings; and to manage and conduct the business, affairs and property of the Exchange under the supervision of the Board of Directors.
2. The powers hereby vested in my said attorney shall be exercised only in accord with the decisions of the Board of Directors of the Association, provided that the said attorney may deputize such person or persons as may be appointed therefor by the Board of Directors of the Association, to authenticate the policy contracts now applied for or those that I may hereafter apply for, and all papers pertaining thereto. It is understood that the Subscribers reserve unto themselves the right to govern the Association according to the decision of a majority of Subscribers present in person or by proxy at any meeting.
3. I adopt as a part of this agreement the Bylaws of the Exchange now or hereafter effective.
4. I agree that this Power of Attorney shall have application to all insurance applied for by me, including such modifications or changes in any of my insurance as may be made at my request, and the representations made by me in connection with each policy shall have the same force and effect as if contained in this instrument.
5. I agree that to the fullest extent now or hereafter permitted by law, no director of the Exchange shall be personally liable to the Exchange or to its Subscribers for monetary damages for any act or omission in the director's capacity as a director except liability for (i) a breach of a director's duty of loyalty to the Exchange or its Subscribers, (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, (iv) an act or omission for which the liability of a director is expressly provided for by statute, or (v) an act related to an unlawful stock repurchase or payment of a dividend. Any repeal or modification of the foregoing paragraph by the Subscribers of the Exchange shall not adversely affect any right or protection of a director of the Exchange existing at the time of such repeal or modification. The effective date of the limitation of liability provided by this paragraph shall be the due date of member approval of this Paragraph 5.
6. I agree further that this Power of Attorney shall be and become effective on the date hereof, and shall remain in force and effect only as long as I have a contract of insurance with the Exchange. This power of attorney shall not terminate on disability of the principal. This agreement is strictly limited to the use and the purpose herein expressed and to no other purpose.

*Firm Name (must match answer to Question 1):* \_\_\_\_\_

*Authorized Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Printed Name and Position:* \_\_\_\_\_



# OF COUNSEL AND INDEPENDENT CONTRACTOR INFORMATION SUPPLEMENT

**Applicant's Instructions:** *Please complete a separate supplement for each attorney who acts as "Of Counsel" of and "Independent Contractor" for your firm.*

---

Firm Name: \_\_\_\_\_

1. Name of Attorney: \_\_\_\_\_ Of Counsel ("OC") Independent Contractor ("IC")

Bar Card Number: \_\_\_\_\_ Year Attorney became OC or IC: \_\_\_\_\_

2. On average, how many hours per week does the Attorney work for your firm? \_\_\_\_\_

3. In the past 12 months, how many hours did the Attorney bill on behalf of your firm? \_\_\_\_\_

4. If the attorney has been acting as OC or IC for your firm for less than 12 months, how many hours do you estimate the attorney will bill on behalf of your firm during their first year? \_\_\_\_\_

5. Yes No Does the attorney also practice independently from your firm?

If yes, what is the name of the firm(s)?

\_\_\_\_\_  
\_\_\_\_\_

6. Yes No Does the Attorney have professional liability insurance for that independent practice?

If Yes: a. What is the name of the insurance company? \_\_\_\_\_

b. What are the effective dates of the policy? \_\_\_\_\_

c. What are the limits of liability of the policy? \_\_\_\_\_

7. Does the attorney perform the following tasks on behalf of your firm?

Yes No Appear in court?

Yes No Sign pleadings?

Yes No Have direct contact with your firm's clients?

# CLAIM/INCIDENT/GRIEVANCE REPORTING FORM

1. Firm Name: \_\_\_\_\_
2. Name of Individual(s) of Firm involved in the matter: \_\_\_\_\_
  
3. Name of Claimant(s): \_\_\_\_\_  
\_\_\_\_\_
  
4. Select one:    Potential Claim/Incident  
                    Claim/Demand Asserted but no lawsuit filed  
                    Claim/Lawsuit filed; Date Served: \_\_\_\_\_  
                    Grievance  
                    Subpoena; Date Served: \_\_\_\_\_  
                    Other
5. Date(s) of Alleged Error: \_\_\_\_\_
6. Date you became aware of the matter: \_\_\_\_\_
7. Description of matter:

# SECURITIES SUPPLEMENT

## Security Activity Detail

Firm Name: \_\_\_\_\_

### A. SECURITY ACTIVITY DETAIL

Provide the following information for securities transactions in which the Applicant has provided legal services in the past two years.

<u>DATE</u>	<u>CLIENT</u>	<u>SIZE OF OFFERING</u>	<u>ROLE IN TRANSACTION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### B. RISK MANAGEMENT PROCEDURES

- Yes No** Does the Applicant or any firm member conduct what is commonly referred to as a “due diligence investigation” when representing clients as to the offering or sale of securities?
- Yes No** During the past five (5) years has the Applicant been involved in or have knowledge of any facts that would indicate that the Applicant or any firm member may be included in an investigation or administrative action by the SEC or any state securities regulator or authority?  
If yes, provide details on a separate addendum.
- Yes No** Has the Applicant or any firm member prepared any portion of a prospectus, offering memorandum or disclosure statement (including a tax opinion) which is required by law in connection with the issuance, sale or transfer of a security?
- Yes No** Has the Applicant or any firm member had any involvement in the direct sale to an individual purchaser of any security for which a prospectus, offering memorandum or disclosure statement is required by law?
- Yes No** Has the Applicant or any firm member accepted any type of equity interest in a securities client in lieu of attorney’s fees?  
If yes, provide a separate addendum including the following information:
  - What are the circumstances that would permit the Applicant or any firm member to accept an equity interest in lieu of attorney’s fees?
  - What is the approval process to accept an equity interest in lieu of attorney’s fees?
- Has the Applicant or any firm member provided professional legal services to securities clients in which any firm member or any immediate family member:
  - Yes No** Serves or served as an officer, director, trustee, employee or partner of such client?
  - Yes No** Owns or owned an equity interest or financial interest in such client?



## A Comparison of TLIE's Premier and Essential Policies

As a lower cost alternative to the [PREMIER Policy](#), TLIE also offers an [ESSENTIAL Policy](#) with lower limits, lower deductibles and somewhat less comprehensive coverage than the Premier Policy. The major differences between the two policies are noted below, subject to policy endorsements for unique situations.

	<i>Premier Policy</i>	<i>Essential Policy</i>
<b><i>Underwriting Criteria</i></b>	Offered to firms that meet TLIE's standard underwriting criteria.	Only available with excellent claim history.  Discounted rates may be available for new lawyers (licensed less than 3 years), part-time lawyers, contract attorneys (75% of work performed for other lawyers) and for referral service work only.
<b><i>Limits of Liability</i></b>	Available with limits of liability from \$100,000 to \$10,000,000	Available with 4 different limits of liability:  \$100,000 per claim/\$300,000 aggregate \$200,000 per claim/\$600,000 aggregate \$500,000 per claim/\$500,000 aggregate \$1,000,000 per claim/\$1,000,000 aggregate
<b><i>Deductibles</i></b>	Vary based on the limit of liability and insured's qualifications. Applies to loss payments <u>and</u> defense costs.	\$1,000 deductible per policy year. Applies <u>only</u> to loss payments.
<b><i>Expense Allowance</i></b>	Additional \$50,000 for defense costs (limits up to \$1 million.)	Defense costs included in policy limit.
<b><i>Prior Acts Coverage</i></b>	In general, legal services covered since Retroactive Date (based on insured's coverage history.) Subject to change based on insured's qualifications and/or special circumstances.	Generally limited to 2 years.
<b><i>Securities Work</i></b>	Coverage provided for securities-related legal work.	Not covered.
<b><i>Punitive Damages</i></b>	If actual damages are covered, then punitive, exemplary and mental anguish damages are covered.	Not covered.
<b><i>DTPA Damages</i></b>	If actual damages are covered, then additional DTPA damages are covered.	Not covered.
<b><i>Grievance Defense</i></b>	Up to \$25,000 for defending each disciplinary action, with a maximum of \$50,000 per Policy Period.	Not covered.
<b><i>Loss of Earnings</i></b>	\$500 for each day out of the office for trial, mediation, arbitration or the insured's own deposition in defending a claim, with a maximum of \$10,000 per Claim and \$25,000 per Policy Period.	Not covered.

This comparison chart is intended only as a brief summary of certain policy provisions. PLEASE READ THE ACTUAL POLICY LANGUAGE FOR COMPLETE DETAILS. Please call our Member Services Dept. at 1-800-252-9332 with any questions that you may have.

# Loss Prevention Questionnaire

1. If Applicant shares office space or expenses with another attorney or law firm, please provide details:

<u>Other Attorney or Law Firm</u>	<u>Other Attorney Bar #</u>	<u>Date Sharing Began</u>
_____	_____	_____
_____	_____	_____

2. If Applicant is a sole practitioner, who is responsible for Applicant's practice in the event of a prolonged absence?

\_\_\_\_\_

3. How does Applicant handle the scheduling of work, deadlines and appointments? (*Attach any written policies and procedures.*)

Paper Calendar      Computer Calendar      Discussion with Firm      Mobile Device      Interoffice Memos

Other: \_\_\_\_\_

4. Do all firm members:

- a. Yes No Use engagement letters that specify scope of services, terms and billing rates?
- b. Yes No Use non-engagement letter when declining a representation?
- c. Yes No Use disengagement letter when ceasing representation?

5. How does Applicant avoid conflicts of interest among and with clients? (*Attach any written policies/procedures*)

Memory      Computer      Discussion within Firm      Index Files      Interoffice Memos

Other: \_\_\_\_\_

6. If a potential conflict of interest exists, do all firm members obtain written conflicts waivers that clearly:

- Yes No Advise client(s) of the nature of potential conflict?
- Yes No Advise client(s) how the potential conflict could affect representation?
- Yes No Advise client(s) to consult another attorney about the potential conflict?

7. What is the Firm's policy about suing clients for fees? \_\_\_\_\_

8. \_\_\_\_\_ How many times in the last two years has Applicant sued a client for fees?

\_\_\_\_\_ How many clients that were sued, if any, filed a counterclaim for legal malpractice or breach of fiduciary duty?