

# **EXHIBIT 1**

PROOF OF CLAIM

The Home Insurance Company,

Merrimack County Superior Court, State of New Hampshire 03-E-0106

Read Carefully Before Completing This Form

Please print or type

FOR LIQUIDATOR'S USE ONLY

DATE PROOF OF CLAIM RECEIVED

POC#: INSU52071

ALLEN & PICCONE, LLC
6214 EAST JAMISON CIRCLE SOUTH
ENGLEWOOD, CO - 80112

The Deadline for Filing this Form is June 13, 2004.

You should file this Proof of Claim form if you have an actual or potential claim against The Home Insurance Company of any of its former subsidiaries\* ("The Home") even if the amount of the claim is presently uncertain. To have your claim considered by the Liquidator, this Proof of Claim must be postmarked no later than June 13, 2004. Failure to timely return this completed form will likely result in the DENIAL OF YOUR CLAIM. You are advised to retain a copy of this completed form for your records.

- 1. Claimant's Name: Thomas M. Piccone
2. Claimant's Address: 6214 East Jamison Circle South Centennial, CO 80112
3. Claimant's Telephone Number: (303) 741-4112
Fax Number: (303) 741-4112 (not always available)
Email address: tmpiccone@msn.com
4. Claimant's Social Security Number, Tax ID Number or Employer ID Number: 522-11-6077
5. Claim is submitted by (check one):
a) XX Policyholder or former policyholder
b) Third Party Claimant making a claim against a person insured by The Home
c) Employee or former employee
d) Broker or Agent
e) General Creditor, Reinsurer, or Reinsured
f) State or Local Government Entity
g) Other; describe:

If your name, address, e-mail address, or telephone number set forth above are incorrect, or if they change, you must notify the Liquidator so she can advise you of new information.

Describe in detail the nature of your claim. You may attach a separate page if desired. Attach relevant documentation in support of your claim, such as copies of outstanding invoices, contracts, or other supporting documentation. See attachment.

Blank lines for describing the claim.

6. Indicate the total dollar amount of your claim. If the amount of your claim is unknown, write the word "unknown", BUT be sure to attach sufficient documentation to allow for determination of the claim amount.

\$ Unknown (if amount is unknown, write the word "unknown").

7. If you have any security backing up your claim, describe the nature and amount of such security. Attach relevant documentation.

Blank lines for describing security backing.

8. If The Home has made any payments towards the amount of the claim, describe the amount of such payments and the dates paid:

Blank lines for describing payments.

12. If represented by legal counsel, provide the following information:
- a. Name of attorney: \_\_\_\_\_
  - b. Name of law firm: \_\_\_\_\_
  - c. Address of law firm: \_\_\_\_\_
  - d. Attorney's telephone: \_\_\_\_\_
  - e. Attorney's fax number: \_\_\_\_\_
  - f. Attorney's email address: \_\_\_\_\_

13. If using a judgment against The Home as the basis for this claim:
- a. Amount of judgment \_\_\_\_\_
  - b. Date of judgment \_\_\_\_\_
  - c. Name of case \_\_\_\_\_
  - d. Name and location of court \_\_\_\_\_
  - e. Court docket or index number (if any) \_\_\_\_\_

14. If you are completing this Proof of Claim as a Third Party Claimant against an insured of The Home, you must conditionally release your claim against the insured by signing the following, as required by N.H. Rev. Stat. Ann. § 402-C:40 I:

I, \_\_\_\_\_ (insert claimant's name), in consideration of the right to bring a claim against The Home, on behalf of myself, my officers, directors, employees, successors, heirs, assigns, administrators, executors, and personal representatives hereby release and discharge \_\_\_\_\_ (insert name of defendant(s) insured by The Home), and his/her/its officers, directors, employees, successors, heirs, assigns, administrators, executors, and personal representatives, from liability on the cause(es) of action that forms the basis for my claim against The Home in the amount of the limit of the applicable policy provided by The Home; provided, however, that this release shall be void if the insurance coverage provided by The Home is avoided by the Liquidator.

\_\_\_\_\_  
 Claimant's signature Date

15. All claimants must complete the following:

I, Thomas M. Piccone (insert individual claimant's name or name of person completing this form for a legal entity) subscribe and affirm as true, under the penalty of perjury as follows: that I have read the foregoing proof of claim and know the contents thereof, that this claim in the amount of unknown dollars (\$\_\_\_\_\_) against The Home is justly owed, except as stated in item 9 above, and that the matters set forth in this Proof of Claim are true to the best of my knowledge and belief. I also certify that no part of this claim has been sold or assigned to a third party.

  
 \_\_\_\_\_  
 Claimant's signature 6-12-04  
Date

*Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.*

16. Send this completed Proof of Claim Form, postmarked by **June 13, 2004**, to:

The Home Insurance Company in Liquidation  
 P.O. Box 1720  
 Manchester, New Hampshire 03105-1720

**You should complete and send this form if you believe you have an actual or potential claim against The Home even if the amount of the claim is presently uncertain.**

**Attachment to Proof of Claim filed by Thomas M. Piccone regarding  
The Home Insurance Company**

**Further Response to Question No. 5:**

In June of 1994 another lawyer and I purchased a professional liability insurance policy (policy number LPL-C133860-0) (the "policy") from The Home Insurance Company / The Home Insurance Company of Indiana Indianapolis, Indiana ("Home") for ourselves and our new firm. Months later we decided to dissolve our firm. The other lawyer withdrew from the policy, but I kept the policy in force for claims against the firm or me through the end of the original policy period (June 1, 1994 through June 1, 1995).

The policy provided that an extended reporting period or "tail" could be purchased for an additional premium. I continued to pay additional premium through 2002 to keep the policy in force. When I attempted to renew the policy in 2003 I was informed that the premium would not be accepted and the policy would not be renewed.

Copies of the policy and related declarations and endorsements are attached.

I do not have any other insurance coverage for the professional activities covered by the policy. I have attempted to obtain replacement coverage during the past year but have been unsuccessful.

Home contractually agreed to provide coverage to me for so long as I wanted to purchase it. Accordingly, I am asserting a claim against Home for the ability to purchase the insurance coverage Home agreed to provide. Since I have been unable, on my own, to find replacement coverage for the period in question, Home should be required to provide the coverage it agreed to provide, or to find comparable replacement coverage for me, or to otherwise see to it that I am insured in the future. Further, Home should be responsible for any difference in premium or price between my premiums to Home and the cost of replacement coverage.

Additionally, this Proof of Claim is also submitted for claims or events that may occur in the future.<sup>1</sup> I may have a claim against Home in the future if any claim is made against me or event occurs that would be covered by the policy or would lead to payment under the policy. Accordingly, this Proof of Claim is also submitted for any claims that may be asserted against me or events that may occur in the future that would be or would have been covered by the policy or that would lead or would have led to payment under the policy.

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<sup>1</sup> The instructions accompanying the Proof of Claim form indicate that a Proof of Claim form should be filed "[i]f you have a claim against [Home], or believe that you might have a claim against...Home now or in the future....".

# Declarations

Professional Liability Insurance Policy

Policy Number

LPL-C133860-0



**This is a claims made Policy. Please review the Policy carefully.**

The Policy is limited to liability for only those claims that are first made against the Insured during the policy period.

Insured by the stock company below and hereinafter called the company <b>THE HOME INSURANCE COMPANY OF INDIANA INDIANAPOLIS, INDIANA</b>			
<b>Item 1. Named Insured and Address</b> <small>Number Street Town or City County State Zip Code</small> <b>ALLEN &amp; PICCONE, LLC</b>  5655 SO. YOSEMITE STREET SUITE 303 GREENWOOD VILLAGE CO 80111	<b>Producer Name</b> <b>SEDGWICK JAMES OF COLORADO, INC.</b>		
<b>Item 2. Policy Period</b>			
<b>From (Day-Mon-Yr)</b> <b>01-Jun-1994</b>	<b>To (Day-Mon-Yr)</b> <b>01-Jun-1995</b>		
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.			
<b>Item 3. Form of Named Insured's Business</b>			
Insured is <b>OTHER</b>			
And Those Professionals Listed on the Application.			
<b>Item 4. Limit of Liability</b>			
Each Claim \$ <b>2,000,000</b>			
Aggregate \$ <b>2,000,000</b>			
<b>Item 5. Deductible</b>			
Per Claim \$ <b>10,000</b>			
<b>Item 6. Premium</b>			
<b>PREMIUM</b>	<b>\$4,437.00</b>		
<b>NO. OF PROFESSIONALS 2</b>			
<b>Item 7. Forms Attached at Issuance</b>			
H36581 05/86	LPL POLICY JACKET	H35497 03/87	PRIOR ACTS EXCLUSION
H36882 08/87	CO MANDATORY ENDST	H37752 05/92	CLAIM EXPENSE ENDST
H36883 11/86	CO AMENDATORY ENDST		
H37240 02/88	DISCLOSURE FORM		
H37704 03/89	EXTENDED REPORT PER		
H38304 08/90	DISCLOSURE FORM		
By acceptance of this policy the insured agrees that the statements in the Declarations and the Application and any attachments hereto are the insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.			
Do Not Write in This Box	Remarks	Countersigned at <b>DENVER, CO</b>	Issue Date <b>28-Jun-1994</b>
		Authorized Representative <i>William P. [Signature]</i>	Countersign Date <b>6/29/94</b>

# Mandatory Endorsement Colorado

The following information is required only when this endorsement is issued subsequent to preparation of the policy.

Named Insured	Effective Date	Endorsement Number	Policy Number

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In compliance with Colorado law, this policy is amended as follows:

It is hereby understood and agreed that the section entitled EXTENDED REPORTING PERIOD, or OPTION TO EXTEND CLAIMS REPORTING PERIOD is hereby amended to read:

In the event of cancellation or non-renewal of this policy, the named insured will have sixty (60) days to purchase an extended reporting endorsement as described in the policy.

In addition, it is agreed that the section entitled CANCELLATION is amended to read as follows:

In the State of Colorado, the Insured will be given forty-five (45) days advance notice of cancellation, non-renewal or any intent to increase premium or decrease coverage.



## **Amendatory Endorsement Colorado**

In consideration of the payment of premium, it is understood and agreed that Section B COVERAGE, 1. Professional Liability and Claims Made Clause (b 2) is removed from the policy and the following is substituted therefor.

2) providing no Insured had knowledge, nor could have reasonably foreseen any circumstance which might result in a claim at the effective date of the Policy, and



**Disclosure Form - "Claims-Made" Policy**  
Lawyers Professional Liability Insurance  
Colorado

The following information is required only when this endorsement is issued subsequent to preparation of policy.

Named insured	Effective Date	Endorsement Number	Policy Number

**I. This is a "claims-made" policy. It covers claims made only during the policy period unless you, the insured, buy additional coverage at the end of the policy period.**

**The policy provides the following benefits and coverages:**

Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as compensatory damages, arising out of any negligent act, error or omission of the insured in rendering or failing to render Professional Legal Services.

**Exceptions, reductions and limitations in the policy are:**

Outlined in the policy under Section C - Exclusions.

**Renewal terms are:**

Forty-five (45) days notice of cancellation, non-renewal or any intent to increase premium or decrease coverage. In the event of cancellation or non-renewal, the insured will be granted a sixty (60) day period to purchase an extended reporting option as outlined in Endorsement H36882F Rev. 8/87.

**II. Claims Information Disclosure**

It is hereby understood and agreed that the Company shall furnish the insured, upon written request, sufficient information about closed or paid claims, claims for which the Company has established reserves, and any claims for which the Company has received notices of occurrences which could give rise to claims. The information shall be sufficient to allow the insured to determine how much of this aggregate coverage remains available under this policy.



## **Extended Reporting Period Endorsement Professional Liability Insurance Policy Lawyers - Colorado**

In consideration of the premium charged, it is hereby understood and agreed that Coverage, Provision IV. Option to Extend Claims Reporting Period, is amended by the addition of the following.

Notwithstanding any other contrary provision of this policy, the Named Insured shall have the right, upon payment of an additional premium of 150% of the full annual premium of the terminated policy, to an extension of the coverage granted by this policy in respect to acts, errors or omissions in professional services rendered before such effective termination date, provided that:

- (i) such act, error or omission is otherwise covered by the terms and conditions of this policy, and
- (ii) the claim is first made against the Insured for such acts, errors or omissions during 12 months following the date of termination of the policy and written notice of such claim

is received by the Company during this period.

The aggregate limit of liability under the optional extended reporting period during the 12 month period following policy termination shall be equal to the annual aggregate limit of the policy immediately prior to the date of termination.

The Optional Reporting Period described herein is only available for the twelve (12) months following the date of termination of the policy, and is NOT renewable at the expiration of this period. The Insured shall have the option of selecting the other Optional Reporting Periods, as described in this policy, which do not provide for reinstating the annual aggregate limit of the policy. These other Optional Reporting Periods, if selected, may be renewed in accordance with the policy terms.

**All other policy terms and conditions remain unchanged.**



## Disclosure Notice "Claims-Made" Policy Colorado

We are required by Regulation 86-4 to furnish you with this Disclosure Notice.

### Important Notice To Policyholder

**This Disclosure Notice Is Not Part Of Your Policy. It Merely Describes Some Of The Major Features Of Your "Claims-Made" Policy Form. Please Read Your Policy Carefully To Determine Your Rights, Duties And What Is Not Covered. Only The Provisions Of Your Policy Determine The Scope Of Your Insurance Protection.**

Your policy is a "claims-made" policy. It applies only to claims made against you after the inception date and before the end of the policy period involving injury or damage that occurs after the policy retroactive date. Upon termination of your policy, an extended reporting period may be available.

#### Occurrence Vs. Claims-Made

There is no difference in the kinds of injury and damage covered by either an "occurrence" policy or a "claims-made" policy. Claims for damages may be assigned to different policy periods, however, depending on which policy you have purchased.

In an "occurrence" policy, coverage is provided for liability because of injury or damage that occurs during the policy period, no matter when the claim is made.

In a "claims-made" policy, coverage is provided for liability because of injury or damage if the claim for damages is first made during the policy period. The claim must be a demand for damages by an injured party, but it does not have to be in writing. Under most circumstances, a claim is considered made when it is received and recorded by you or by us; but sometimes, a claim may be deemed made of an earlier time. This can happen when another claim for the same injury or damage has already been made, or when the claim is received and recorded during an extended reporting period.

#### Principal Benefits

This policy provides coverage for professional liability up to the maximum dollar limit specified in the Declarations page of your policy.

The principal benefits and coverages are explained in detail in your "claims-made" policy. Please read it carefully and consult your agent about any questions you might have.

#### Exceptions, Reductions And Limitations

Your "claims-made" policy contains certain exceptions, reductions and limitations. Please read them carefully and consult your agent about any questions you might have.

#### Renewals, Tails And Extended Reporting Periods

Your "claims-made" policy has some unique features relating to renewal, extended reporting periods and coverage of occurrences with long periods of exposure. These special "claims-made" provisions are described below:

#### Special "Claims-Made" Provisions

Two concepts relating to continuity of coverage under the "claims-made" policy are especially important to understand. These involve the Retroactive Date and the Extended Reporting Period.

##### 1. Retroactive Date

When you have a Retroactive Date entered on the Declarations page, there is no coverage for injury or damage that occurred before the Retroactive Date, even if the claim is first made during the policy period.

If there is no Retroactive Date entered on the Declarations page, the policy will respond only to claims first made during the policy period for covered injury or damage, no matter when the injury or damage occurred. But if previous "occurrences" type insurance also applies to the injury or damage, your "claims-made" policy will be excess - that is, it will apply only after that previous insurance is used up.

If there is a Retroactive Date, it cannot be moved ahead in time, except under certain circumstances e.g., you changed insurers; there is a substantial change in your operations that increases your exposure to loss; you failed to provide us with information you know about the nature of your business or premise, and then only with your written consent. It is important to understand how the "claims-made" policy's extended reporting period guarantees continuity of coverage if you are offered a renewal or replacement policy with a later Retroactive Date than the one in your current policy.

#### Warning

If a claim is made after the termination of your "claims-made" policy, you may not have coverage for that claim unless you purchase an Extended Reporting Period or "tail" endorsement, which must be offered to you with at least the aggregate limit of your terminated policy, for at least one year, at a premium not to exceed 200% of your terminated policy premium.

Carefully review the policy provisions regarding the available extended reporting period, especially the length of coverage, price, and the time during which you must purchase or accept any offer Extended Reporting Period.



Prior Acts Exclusion Endorsement

H35497F  
Rev. 3-87

The following information is required only when this endorsement is issued subsequent to preparation of policy.

Named Insured	Policy Number	Endorsement Number	Effective Date
Allen & Piccone			6/1/94

In consideration of the premium charged, it is hereby understood and agreed that this policy specifically excludes loss resulting from claims made against any Insured arising from any acts, errors, omissions, or personal injuries occurring or alleged to have occurred prior to 6/1/94

This applies to Thomas Piccone.

I/We hereby understand and agree to the above.

Signature of partner, officer or sole proprietor	Date
	6/22/94

All other terms and conditions remain unchanged.

\_\_\_\_\_  
Authorized Representative



THE HOME INSURANCE COMPANIES

**Prior Acts Exclusion Endorsement**

H35497F  
Rev. 3-87


The following information is required only when this endorsement is issued subsequent to preparation of policy.

Named Insured	Policy Number	Endorsement Number	Effective Date
Allen & Piccone			6/1/94

In consideration of the premium charged, it is hereby understood and agreed that this policy specifically excludes loss resulting from claims made against any Insured arising from any acts, errors, omissions, or personal injuries occurring or alleged to have occurred prior to 9/20/93

This applies to Rock Allen.

I/We hereby understand and agree to the above.

Signature of partner, officer or sole proprietor 	Date 6/22/94
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All other terms and conditions remain unchanged.

\_\_\_\_\_  
Authorized Representative



## Claim Expenses Outside of Limits of Liability Endorsement Lawyers Professional Liability Policy

In consideration of the additional premium paid, it is hereby understood and agreed that the policy is amended as follows:

- I. The last paragraph of the provision entitled **V. Option to Purchase Non-Practicing Reporting Period in Section B - Coverage** is deleted in its entirety and replaced by the following:

If any "aggregate" or "policy aggregate" limit of liability becomes exhausted by payment of judgements and/or settlements, this policy, including the Non-Practicing Reporting Period, may be cancelled by the Company. The Company also shall not be obligated to defend or continue to defend any claim for which the applicable "aggregate" or "policy aggregate" has been exhausted by payment of judgments or settlements.

- II. The provision entitled **I. Limits of Liability-Each Claim** in **Section E - Limits of Liability** is deleted in its entirety and replaced by the following:

- I. **Limits of Liability - Each Claim:** The liability of the Company for each claim **FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD**, including the Optional Reporting Period, if such is purchased, shall not exceed the amount stated in the Declaration for each claim.

- III. The first paragraph of the provision entitled **V. Payment and Apportionment of Claim Expenses** in **Section E - Limits of Liability** is deleted in its entirety and replaced by the following:

- V. Payment and Apportionment of Claim Expenses:** The Company shall pay all claim expenses in addition to the applicable limits of liability.

**All other terms and conditions remain unchanged.**

# Professional Liability Insurance Policy Lawyers

To report a claim or to discuss an incident which may lead to a claim contact the Professional Liability Claim Unit using The Home Insurance Company's number:

1-800-347-1126 or 1-201-200-5500  
Fax: 1-201-200-5015 or 5016

Regular Mail  
The Home Insurance Company  
Attn: Professional Liability  
Claim Department  
13th Floor  
P.O. Box 2610  
Jersey City, NJ 07303-2610

Express Mail Only  
Home Insurance Company  
Attn: Professional Liability  
Claim Department  
13th Floor  
10 Exchange Place  
Jersey City, NJ 07302

You, as the insured, must also provide The Home with actual written notice of the claim or incident.

PL0012-1231

## THE HOME INSURANCE COMPANIES



## Provisions

(A stock insurance company, hereinafter called the Company)

In consideration of the undertaking of the Named Insured to pay, when due, the premium and the deductible as described herein and in the amounts stated in the Declarations, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to the limits of liability shown in the Declarations, and subject to all of the terms of this insurance, the company agrees with the Named Insured as follows:

### **This Is a Claims Made Policy — Please Read Carefully**

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#### **Section A — Insured**

I. **The Insured:** The word "Insured," whenever used in this policy, means:

(a) The Named Insured firm or persons named in the Declarations, or any lawyer or professional legal corporation who during the policy period becomes a partner, officer, director or employee of the firm;

(b) any lawyer or professional legal corporation who was a former partner, officer, director or employee of the firm or predecessor firm(s) solely while acting in a professional capacity on behalf of such firms;

(c) any lawyer or professional legal corporation who was a partner, officer, director or employee of the firm or predecessor firm(s) who has retired from the practice of law, but only for those professional services rendered prior to the date of retirement from the Insured firm;

(d) any non-lawyer who was, is now, or hereinafter becomes an employee of the firm or predecessor firm(s) solely while acting within the scope of such person's duties as an employee;

(e) as respects to the liability of each Insured as is otherwise covered herein, the heirs, executors, administrators, assigns and legal representatives of each Insured in the event of death, incapacity or bankruptcy;

(f) any lawyer acting as "of counsel," but only while performing services on behalf of the Insured, any employed lawyer or any other employee.

II. **Firm Changes:** Any material change among the partners or stockholders of the Named Insured during the policy period should be reported to the Company immediately, and the Company given the right to decline to continue coverage or to charge an additional premium therefor.

#### **Section B — Coverage**

I. **Professional Liability and Claims Made Clause:** To pay on behalf of the Insured all sums in excess of the deductible amount stated in the Declarations which the Insured shall become legally obligated to pay as damages as a result of **CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD** caused by any act, error or omission for which the Insured is legally responsible, and arising out of the rendering or failure to render professional services for others in the Insured's capacity as a lawyer or notary public.

It is a condition precedent to coverage under this policy that all claims be reported in compliance with the Section F CLAIMS I. NOTICE OF CLAIMS.

PROVIDED ALWAYS THAT such act, error or omission happens:

(a) during the policy period; or,

(b) prior to the policy period, provided that prior to the effective date of the first **Lawyers Professional Liability Insurance Policy** issued by this Company to the Named Insured or predecessor law firm and continuously renewed and maintained in effect to the inception of this policy period:

1) The Insured did **not** give notice to any prior insurer of any such act or error, and

2) the Named Insured, any partner, shareholder, employee, or where appropriate the Named Insured's management committee or any member thereof, had no reasonable basis to believe that the Insured had breached a professional duty or to foresee that a claim would be made against the Insured, and

3) there is no prior policy or policies which provide insurance for such liability or claim, unless the available limits of liability of such prior policy or policies are insufficient to pay any liability or claim, in which event this

policy will be excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

When the Insured renders or fails to render services as an administrator, conservator, receiver, executor, guardian, trustee, or in any similar fiduciary capacity, the Insured's acts and omissions in such capacity shall be deemed for the purpose of this section to be the performance of professional services for others in the Insured's capacity as a lawyer, provided that this coverage shall not apply to any loss sustained by the Insured as the beneficiary or distributee of any trust or estate.

Services performed by the Insured in a lawyer-client relationship on behalf of one or more clients shall be deemed for the purpose of this section to be the performance of professional services for others in the Insured's capacity as a lawyer, although such services could be performed wholly or in part by non-lawyers.

It is a condition precedent to coverage under this policy that all claims be reported in compliance with the Section F CLAIMS I. NOTICE OF CLAIMS.

Claim, whenever used in this policy, means a demand received by the Insured for money or services, including the service of suit or institution of arbitration proceedings against the Insured.

Damages, whenever used in this policy, means a monetary judgement or settlement, including any such judgement or settlement for personal injury, and does not include fines or statutory penalties, or sanctions whether imposed by law or otherwise, nor the return of or restitution of legal fees, costs and expenses.

Predecessor Firms, whenever used in this policy, means any lawyer, law firm or professional legal corporation engaged in the practice of law to whose financial assets and liabilities the firm listed as Named Insured in the Declarations is the majority successor in interest.

Policy Period, whenever used in this policy, means the period from the inception date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any.

**II. Consent to Settle, Defense:** With respect to the insurance afforded by this policy, the Company shall defend any claim against the Insured including the appeal thereof seeking damages to which this insurance applies even if any of the allegations of the suit are groundless, false, or fraudulent. The Company shall not settle any claim without the consent of the Insured unless otherwise agreed between the Insured and the

Company. If the Insured shall refuse to consent to any settlement or compromise recommended by the Company and acceptable to the claimant and shall elect to contest the claim or proceeding, then the Company's liability under this policy shall not exceed and shall be limited to the amount for which the claim or proceedings could have been settled or compromised. It is further agreed that the Company may make such investigation of any claim as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend or to continue to defend any claim after the limits of the Company's liability have been exhausted. Thus, when the claims expenses equal the amount for which the case could have been settled or compromised, the Company shall have the right to withdraw from the further investigation and/or defense thereof by tendering control of such investigation or defense to the Insured, and the Insured agrees, as a condition of the issuance of this policy, to accept such tender.

**III. Discovery Clause:** If, during the policy or any optional Reporting Period purchased hereunder, the Insured first becomes aware that an Insured has committed a specific act, error or omission in professional services for which coverage is otherwise provided hereunder, and if the Insured shall during the policy period or the optional Reporting Period purchased hereunder give notice to the Company of:

- (a) the specific act, error or omission; and
- (b) the injury or damage which has or may result from such act, error or omission; and
- (c) the circumstances by which the Insured first becomes aware of such act, error or omission

then any claim that may subsequently be made against the Insured arising out of such act, error or omission shall be deemed for the purposes of this insurance to have been made during the policy period or the optional Reporting Period purchased hereunder. The Insured shall cooperate fully with the Company as provided in Section F CLAIMS I. and II. and any investigation conducted by the Company or its representatives shall be subject to the terms set forth in this policy.

**IV. Options to Extend Claims Reporting Period:** If the Named Insured does not renew this policy after complying with all the terms and conditions thereof, including the payment of all premiums and/or deductibles when due, or if the Company shall cancel or refuse to renew the policy for reasons other than the Named Insured's non-payment of premiums and/or deductibles or non-compliance with the terms and conditions of



this policy, then the Named Insured upon payment of an additional premium as set forth herein shall have the option to extend the insurance afforded by this policy subject otherwise to its terms, limit of liability, exclusions and conditions, to apply to CLAIMS FIRST MADE AGAINST THE INSURED DURING (a) 12 MONTHS, (b) 24 MONTHS, or (c) 36 MONTHS, as elected by the Named Insured, following immediately upon the effective date of such termination, but only by reason of any act, error or omission in professional services rendered before such effective termination date and otherwise covered by this insurance.

The extension of coverage for claims made subsequent to termination of the policy shall be endorsed hereto, if purchased, and shall hereinafter be referred to as the OPTIONAL REPORTING PERIOD.

The premium for the optional Reporting Period elected by the Named Insured shall be (a) 100% for 12 MONTHS, (b) 150% for 24 MONTHS, or (c) 185% for 36 MONTHS, of the full annual premium for this policy.

This coverage will be renewable annually at the expiration of the optional Reporting Period at the option of the Insured upon payment of an additional premium determined by the Company in accordance with the rates in effect at each annual renewal date.

At the commencement of any optional Reporting Period, the entire premium therefor shall be deemed earned, and in the event the Insured terminates the optional Reporting Period before its term for any reason, the Company shall not be liable to return to the Insured any portion of the premium for the optional Reporting Period.

The fact that the period during which claims must be first made against the Insured under this policy is extended by virtue of the optional Reporting Period shall not in any way increase the limits of liability of this policy.

**V. Option to Purchase Non-Practicing Reporting Period:** If any Insured retires or otherwise ceases the private practice of law during the policy period, then upon payment of an additional premium as set forth herein, the Insured shall have the option to extend the insurance afforded by this policy to apply to CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING (a) 12 MONTHS, (b) 24 MONTHS, (c) 36 MONTHS or (d) an unlimited period immediately following the expiration date of this policy as stated in the Declarations, but only by reason of any act, error or omission in professional services

rendered before the Insured's date of retirement or termination of private practice and otherwise covered by the insurance, PROVIDED there is no other insurance procured on or after the Insured's date of retirement or termination of practice which covers the Insured for such liability or claim. Such other insurance shall render this coverage inapplicable, even though the limits of liability of such other insurance may be inadequate to pay all losses and claim expenses and/or the deductible amount and deductible provisions of such other insurance may be different from those of this policy.

The extension of coverage elected by the Insured for claims made subsequent to the Insured's date of retirement or termination of private practice shall be endorsed hereto, if purchased, and shall hereinafter be referred to as the NON-PRACTICING REPORTING PERIOD.

The premium for the Non-Practicing Reporting Period elected by the Insured shall be (a) 100% for 12 MONTHS, (b) 150% for 24 MONTHS, (c) 185% for 36 MONTHS, or (d) 225% for an unlimited period of the full annual premium for this policy.

The deductible amount and deductible provisions of this policy will be waived with respect to claims first made against the Insured during the Non-Practicing Reporting Period purchased by the Insured.

The limits of liability stated in the Declarations and described in Section E LIMITS OF LIABILITY I. and II. shall not apply to the optional reporting period available herein. The limits of liability stated in the following schedule shall apply to claims first made against the Insured during the Non-Practicing Reporting Period, if purchased and shall apply as described in said schedule.

The limits of liability in effect at the inception of this policy as stated in the Declarations shall be used to compute the limits of liability provided during the Non-Practicing Reporting Period if purchased.

In the event of the death of an Insured or for those Insureds with three consecutive full years of coverage by the Company who become permanently totally disabled preventing further practice of an insured as defined by item (a) in Section A INSURED I. THE INSURED, such Insured shall be entitled, at no additional premium, to a Non-Practicing Reporting Period for all claims first made after the termination of the policy period arising out of any act, error or omission occurring prior to the termination of the policy period and otherwise covered by this policy. However, those

identified by items (b) thru (f) of Section A INSURED I. THE INSURED are specifically excluded from exercising this option.

"Totally and permanently disabled" means that the Insured has become so disabled as to be wholly prevented from rendering professional services for others in the capacity as a lawyer or notary public provided that such disability:

- A. has existed continuously for not less than 6 months; and
- B. is expected to be continuous and permanent.

"Totally and permanently disabled" shall not include any condition which:

- A. is a result of war or acts of war, whether or not declared;
- B. occurred during active service in the armed forces of any country; or
- C. results from:
  - 1. intentionally self-inflicted injuries;
  - 2. actual or attempted suicide, whether or not sane; or

- 3. the abuse or misuse of addictive chemical compounds or alcohol.

If the Insured exercises the Non-Practicing Reporting Period option:

(a) The liability of the Company for each claim FIRST MADE AGAINST THE INSURED DURING THE NON-PRACTICING REPORTING PERIOD purchased by the Insured shall not exceed the amount(s) stated in the applicable schedule for "each claim"; and

(b) Subject to the limits of liability for "each claim," the liability of the Company for all claims FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD INCLUDING THE NON-PRACTICING REPORTING PERIOD shall not exceed the amount(s) stated in the schedule below as "policy aggregate."

If any "aggregate" or "policy aggregate" limit of liability becomes exhausted by payment of claims expenses, judgments and/or settlements, this policy, including the Non-Practicing Reporting Period, may be cancelled by the Company. The Company also shall not be obligated to defend or continue to defend any claim for which the applicable "aggregate" or "policy aggregate" has been exhausted by payment of claims expenses, judgments or settlements.

V (SCHEDULE)

- 1. \$100,000 each claim/\$300,000 aggregate, then Column I of the following schedule applies.
- 2. \$200,000 each claim/\$600,000 aggregate, then Column II of the following schedule applies.
- 3. Other than those indicated in I or II, then such limits as shown in the Declarations shall also apply during the total Non-Practicing Reporting Period purchased and the "aggregate" limit shall be deemed the "policy aggregate" as referred to in subparagraph (b) above.

Effective as of  
and applicable to  
CLAIMS FIRST MADE  
AGAINST THE INSURED DURING

	I	II	
A. Each Claim:	\$100,000	\$ 200,000	First 12 month period immediately following expiration, if a 12 month extension is purchased;
Policy Aggregate:	300,000	600,000	
B. Each Claim:	110,000	220,000	Second 12 month period immediately following expiration, if a 24 month extension is purchased (Also subject to A);
Policy Aggregate:	350,000	600,000	
C. Each Claim:	120,000	240,000	Third 12 month period immediately following expiration, if a 36 month extension is purchased (Also subject to A and B);
Policy Aggregate:	400,000	600,000	
D. Each Claim:	130,000	260,000	Fourth 12 month period immediately following expiration;
Policy Aggregate:	500,000	600,000	
Each Claim:	140,000	280,000	and thereafter, if the unlimited extension is purchased (Also subject to A, B and C).
Policy Aggregate:	500,000	600,000	

**VI. Exercising The Options:** As a condition precedent to the Insured's right to exercise these options, the full annual premium of this policy and any deductibles that are due must have been paid. Neither the Optional Reporting Period nor the Non-Practicing Reporting Period shall be available when any Insured's license or right to practice his profession is revoked, suspended by or surrendered at the request of any regulatory authority.

The Insured's right to purchase any extension option must be exercised by notice in writing not later than thirty (30) days after the cancellation or termination date of this policy. Effective notice must indicate the total extension period desired **AND MUST INCLUDE PAYMENT OF PREMIUM FOR SUCH EXTENSION PERIOD** as well as all deductibles due the Company.

If such notice, premium and deductible payment are not so given to the Company, the Insured shall not at a later date be able to exercise such rights.

#### **Section C — Exclusions**

##### **I. This policy does not apply:**

(a) to any judgement or final adjudication based upon or arising out of any dishonest, deliberately fraudulent, criminal, maliciously or deliberately wrongful acts or omissions committed by the Insured;

(b) to any claim made by or against any business enterprise not named in the Declarations which is owned by the Insured or in which the Insured is a partner or employee, or which is controlled, operated or managed by the Insured, either individually or in a fiduciary capacity, including the ownership, maintenance or use of any property in connection therewith, or to any claim made against the Insured solely because the Insured is a partner, officer, director, stockholder employee or employee of any firm or corporation not named in the Declarations;

(c) to liability arising out of the Insured's services and/or capacity as:

1) an officer, director, partner, trustee, or employee of a business enterprise or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust;

2) a public official, or an employee of a governmental body, subdivision, or agency;

3) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if an Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan;

(d) to any liability for bodily injury, sickness, disease or death of any person, or injury to or destruction of any tangible property or loss of use resulting therefrom

(e) to any claims arising out of notarized certification or acknowledgement of a signature without the physical appearance before such notary public as Insured hereunder of the person who is or claims to be the person signing said instrument;

(f) to any claim made by a present, former or prospective partner, officer, director, stockholder employee or employee of the Insured unless such claim arises out of the professional services of the Insured in a lawyer-client relationship except as otherwise excluded under Exclusion (h);

(g) to any claim based upon or arising out of discrimination by the Insured on the basis of race, creed, age, sex or marital status;

(h) to any claim based upon or arising out of the work performed by the Insured, with or without compensation, with respect to any corporation, fund, trust, association, partnership, limited partnership, business enterprise or other venture, be it charitable or otherwise, of any kind or nature in which any Insured has any pecuniary or beneficial interest, irrespective of whether or not an attorney-client relationship exists, unless such entity is named in the Declarations. For purposes of this policy, ownership or shares in a corporation shall not be considered a "pecuniary or beneficial interest" unless one Named Insured or members of the immediate family of the Named Insured own(s) 10% of the issued and outstanding shares of such corporation;

(i) to any claim for property damage arising out of Insured's act, error or omission while acting as attorney, officer, director, partner, trustee or employee of a business enterprise which is liable or may be held liable for the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon

land, the atmosphere or any water course or body of water.

**II. Waiver of Exclusion and Breach of Conditions:** Whenever coverage under any provision of this policy would be excluded, suspended or lost

(a) because of exclusion (a) relating to any judgment or final adjudication based upon or arising out of any dishonest, deliberately fraudulent, criminal, malicious or deliberately wrongful acts or omissions by any Insured, or

(b) because of noncompliance with Section F CLAIMS I. NOTICE OF CLAIMS relating to the giving of notice to the Company with respect to which any other Insured shall be in default solely because of the default or concealment of such default by one or more partners or employees responsible for the loss or damage otherwise insured hereunder,

the Company agrees that such insurance as would otherwise be afforded under this policy shall apply with respect to each and every Insured who did not personally commit or personally participate in committing one or more of the acts, errors or omissions described in any such exclusion or condition; provided that if the condition be one with which such Insured can comply, after receiving knowledge thereof, the Insured entitled to the benefit of the Waiver of Exclusions and Breach of Conditions shall comply with such condition promptly after obtaining knowledge of the failure of any other Insured or employee to comply therewith. However, related acts, errors or omissions shall be treated as a single claim, and suits brought by more than one person or organization shall not operate to increase the Company's limit of liability.

With respect to provision II. (a) above, the Company's obligation to pay in the event of such waiver shall be in excess of the deductible and in the excess of the full extent of any assets in the firm of any Insured who is not a beneficiary to the waiver.

#### Section D — Territory

The insurance afforded applies worldwide.

#### Section E — Limits of Liability

**I. Limits of Liability — Each Claim:** The liability of the Company for each claim FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD, including the Optional Reporting Period, if such is purchased, shall not exceed the amount stated in the Declaration for each claim, and shall include

all claim expenses. If the limits of liability are exhausted prior to settlement or judgment of any pending claim or suit, the Company shall have the right to withdraw from the further investigation or defense thereof by tendering control of such investigation or defense to the Insured, and the Insured agrees, as a condition to the issuance of this policy, to accept such tender.

**II. Limits of Liability/Aggregate:** Subject to Section E I. LIMITS OF LIABILITY — EACH CLAIM, the liability of the Company shall not exceed the amount stated in the Declarations as aggregate as a result of all claims FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD including the Optional Reporting Period, if such is purchased.

**III. Deductible:** The deductible amount stated in the Declarations shall be paid by the Named Insured and shall be applicable to all damages and claim expenses, for each and every claim, whether or not loss payment is made for claims first made during the policy period. The deductible shall be deemed to be applied first to the damages and/or claim expenses.

If the Optional Reporting Period is purchased, the deductible will be applicable in the full amount shown in the Declarations and shall be applicable to all damages and claim expenses, for each and every claim whether or not loss payment is made, for all claims first made during the Optional Reporting Period.

Such amounts shall upon written demand by the Company be paid by the Named Insured within thirty (30) days regardless of the number of claims first made during the policy period.

The determination of the Company as to the reasonableness of the claim expenses shall be conclusive on the Named Insured.

**IV. Multiple Insureds, Claims and Claimants:** The inclusion herein of more than one Insured or the making of claims or the bringing of suits by more than one person or organization shall not operate to increase the Company's limit of liability. Related acts, errors or omissions shall be treated as a single claim. All such claims, whenever made, shall be considered first made during the policy period or optional Reporting Period in which the earliest claim arising out of such act, error or omission was first made, and all such claims shall be subject to the same limits of liability.

**V. Payment and Apportionment of Claim Expenses:** All claim expenses shall first be

subtracted from the limit of liability with the remainder, if any, being the amount available to pay as damages. If the limits of liability are exhausted prior to settlement of judgment of any pending claim or suit, the Company shall have the right to withdraw from the further investigation or defense thereof by tendering control of such investigation or defense to the Insured, and the Insured agrees, as a condition to the issuance of this policy, to accept such tender.

Claim expenses, whenever used in this policy, means:

- (a) fees charged by any lawyer designated by the Company;
- (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Company.

However, "claim expenses" does not include salary charges of regular employees or of the officials of the Company or any supervisory counsel retained by the Company.

#### Section F — Claims

**I. Notice of Claims:** As a condition precedent to the right to the protection afforded by this insurance, the Insured shall, as soon as practicable, give to the Company written notice of any claim made against the Insured.

In the event suit is brought against the Insured, the Insured shall immediately forward to the Company every demand notice, summons or other process received directly or by the Insured's representatives.

**II. Assistance and Cooperation of the Insured:** The Insured shall cooperate with the Company and upon the Company's request shall submit to examination and interrogation by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials, and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits, as well as in the giving of a written statement or statements to the Company's representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the Insured may have. The Insured shall exercise the Insured's right to either reject or demand the arbitration of any claim made against the Insured in accordance with the written instructions of the

Company. The Insured shall not, except at the Insured's own cost, make any payment, admit any liability, settle any claims, assume any obligation or incur any expense without the written consent of the Company.

**III. Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.

The Company shall not exercise any such rights against any persons, firms or corporations included in the definition of Insured. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an Insured with respect to any claim brought about or contributed to by the intentional, dishonest, fraudulent, criminal or malicious act or omission of such Insured.

Any amount so recovered shall be apportioned as follows:

Any recovery shall first be used for the repayment of expenses incurred toward subrogation; second, to loss and/or claim expenses paid by the Company; third, to any loss and expense payment by the Insured in excess of any deductible(s); fourth, to any loss and expense payments by an excess carrier on behalf of the Insured; fifth, to any loss and expense payments by any primary carrier on behalf of the Insured; and last, to repayment of the Insured's deductible.

**IV. Action Against the Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been fully and finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company.

Nothing contained in this policy shall give any person or organization the right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

**V. False or Fraudulent Claims:** If any Insured shall commit fraud in proffering any claim as regards

amount or otherwise, this insurance shall become void as to such Insured from the date such fraudulent claim is proffered.

**Section G — Conditions**

**I. Application:** By acceptance of this policy, the Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and The Company, or any of its agents, relating to this insurance.

**II. Other Insurance:** Subject to the limitation of coverage as set forth in Section B COVERAGE I. (b) for prior insurance, and Section B COVERAGE V. for insurance procured subsequent to termination of practice, this insurance shall be in excess of the amount or the applicable deductible of this policy and any other valid and collectible insurance available to the Insured whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the limits of liability provided in the policy.

**III. Changes:** Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of the policy, nor shall the terms of the policy be waived or changed, except by written endorsement issued to form a part of this policy.

**IV. Assignment:** Assignment of interest under this policy shall not bind the Company unless its consent is endorsed in writing hereon.

**V. Cancellations:** This policy may be cancelled by the Named Insured by surrender thereof to the

Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. If cancelled by the Insured, the Company shall retain the customary short rate proportion of the premium.

This policy may be cancelled by the Company by mailing to the Named Insured in the Declarations written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Such notice shall be conclusive on all Named Insureds.

However, if the Company cancels the policy because the Insured has failed to pay a premium or deductible when due, this policy may be cancelled by the Company by mailing a written notice of cancellation to the Insured stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in any notices shall become the end of the policy period. Delivery of such written notice by the Named Insured or the Company shall be the equivalent to mailing.

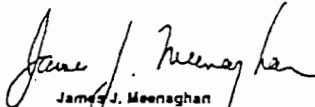
If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

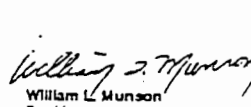
**Definitions-Reference**

Certain words are specifically defined for the policy and the definitions are to be found in the sections set forth below:


- (a) Claim, damages, policy period — see Section B COVERAGE I.
- (b) Claim expenses — see Section E LIMITS OF LIABILITY V.


IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

  
James J. Maenaghan  
President  
THE HOME INSURANCE COMPANY  
OF INDIANA  
THE HOME INSURANCE COMPANY  
OF ILLINOIS  
THE HOME INSURANCE COMPANY  
OF WISCONSIN

  
William L. Munson  
President  
THE HOME INDEMNITY COMPANY

  
F.A. Mina  
President  
CITY INSURANCE COMPANY

  
Arthur Phillips  
President  
THE HOME INSURANCE COMPANY  
OF INDIANA  
THE HOME INSURANCE COMPANY  
OF ILLINOIS

  
Roger M. Moak  
Corporate Secretary  
THE HOME INSURANCE COMPANY  
OF INDIANA  
THE HOME INDEMNITY COMPANY  
CITY INSURANCE COMPANY  
THE HOME INSURANCE COMPANY  
OF INDIANA  
THE HOME INSURANCE COMPANY  
OF ILLINOIS  
THE HOME INSURANCE COMPANY  
OF WISCONSIN

**Nuclear Energy Liability  
Exclusion Endorsement (BROAD FORM)**

This endorsement modifies the provisions of this policy.

It is agreed that:

**I. This policy does not apply:**

**(A) Under any Liability Coverage, to bodily injury or property damage**

1) with respect to which an Insured under this Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**(B) Under any Medical Payments Coverage, or any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.**

**(C) Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if**

1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of an Insured or (b) has been discharged or dispersed therefrom;

2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

**II. As used in this endorsement:**

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

Comm.

Date Prepared

01/10/95

Endorsement No.

001

**General Purpose Endorsement**

HOME INSURANCE CO OF INDIANA

Policy Number LPL-C133860-0	Named Insured ALLEN & PICCONE, LLC		
Producer SEDGWICK JAMES OF COLORADO, INC.		Producer No. - OPC 39754-351	
<b>Policy Period</b>	Inception (Month-Day-Year) 06/01/94	Expiration (Month-Day-Year) 06/01/95	Effective Date and Time of Endorsement 12/01/94 12:01 AM

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

IN CONSIDERATION OF THE RETURN PREMIUM, IT IS HEREBY UNDERSTOOD AND AGREED THE FOLLOWING NAMED INSURED(S) IS DELETED FROM THE POLICY:

ROCK W. ALLEN SS# 523066307

Continued on Page 2

<b>Additional Premium</b>	Total Additional Premium N/A	Pro Rata of	Additional Premium Due at Endorsement Effective Date
<b>Return Premium</b>	Total Return Premium \$1,291.00	Pro Rata or Short Rate of .499 P/R	Return Premium Due at Endorsement Effective Date

**Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:**

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$

Signature of Authorized Representative





Comm.

Date Prepared

09/25/95

Endorsement No.

002

**General Purpose Endorsement**

HOME INSURANCE CO OF INDIANA

Policy Number LPL-C133860-0	Named Insured ALLEN & PICCONE, LLC
--------------------------------	---------------------------------------

Producer SEGWICK JAMES OF COLORADO, INC.	Producer No. - OPC 39754-351
---------------------------------------------	---------------------------------

<b>Policy Period</b>	Inception (Month-Day-Year) 06/01/94	Expiration (Month-Day-Year) 06/01/95	Effective Date and Time of Endorsement 06/01/95 12:01 AM
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It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

IN CONSIDERATION OF THE PREMIUM PAID; IT IS HEREBY UNDERSTOOD  
AND AGREED THE ENDORSEMENT LISTED BELOW IS ADDED TO THE  
POLICY FOR 36 MONTHS.

H35168 10/94 PURCHASED OPTIONAL EXTENSION PERIOD.

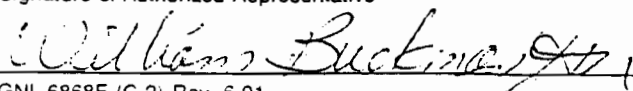
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<b>Additional Premium</b>	Total Additional Premium \$3,423.00	Pro Rata of 1.850	Additional Premium Due at Endorsement Effective Date
<b>Return Premium</b>	Total Return Premium N/A	Pro Rata or Short Rate of	Return Premium Due at Endorsement Effective Date

**Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:**

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$

Signature of Authorized Representative



GNL 6868F (C-2) Rev. 6-91

**The Home Insurance Companies**

INSURER'S COPY



Sedgwick

Sedgwick of Colorado, Inc.

2000 South Colorado Boulevard, Suite 5000, Denver, Colorado 80222-7911  
Telephone 303 691-1300. Facsimile 303 758-2302

April 17, 1998

Thomas Piccone, Esq.  
7273 E. Hinsdale Place  
Englewood, CO 80112

LAWYERS PROFESSIONAL LIABILITY

Dear Mr. Piccone:

Enclosed is the endorsement which extends the Tail endorsement for an additional year.

The premium for this endorsement has been paid in full.

Please let me know should you have any questions concerning this extension.

Sincerely,

Martha Washburn  
Account Manager  
Direct Line - 691-1224



Comm.

Date Prepared

4-15-98

Endorsement No.

3

**General Purpose Endorsement**

Policy Number	Named Insured		
EPL 0193860	Allen & Piccone, LLC		
Producer	Producer No. - OPC		
Sedwick James of Colorado, Inc.	39754-351		
<b>Policy Period</b>	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement
	06/01/94	06/01/95	06/01/95 12:01 AM

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium paid, it is hereby understood and agreed the endorsement listed below is renewed for a 12 month period commencing on 06/01/98.

#33168 10/94 Purchased Optional Extension Period.

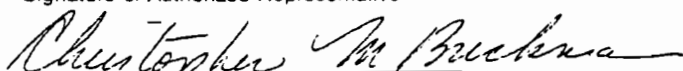
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<b>Additional Premium</b>	Total Additional Premium	Pro Rata of	Additional Premium Due at Endorsement Effective Date
	\$555	.30	
<b>Return Premium</b>	Total Return Premium	Pro Rata or Short Rate of	Return Premium Due at Endorsement Effective Date

**Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:**

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$

Signature of Authorized Representative



GNL 6868F (C2) Rev. 6-91

**The Home Insurance Companies**

INSURED'S COPY

# REM<sup>SM</sup>

Risk Enterprise  
Management  
Limited

Farid E. Bahou, FCII  
Vice President  
Underwriting Support  
Tel 212 530 6329  
Fax 212 530 6353  
e-mail: bahouf@remltd.com

**REM's principal: The Home Insurance Company**

May 14, 1999

Mr. Thomas M. Piccone  
6214 East Jamison Circle South  
Englewood, Colorado 80112

Re: **Allen & Piccone, LLC Policy # LPL C133860**

Dear Mr. Piccone:

Attached herewith is Endorsement # 004 extending the Optional Extension Period for above policy for another 12 months.

Please read the attached endorsement carefully. If you have any question or concern please call or write.

Kindest regards.

Sincerely,



Farid E. Bahou

cc: Susan Maciolek - NHO Collection

# General Purpose Endorsement

	Comm. 0.00 %
Date Prepared May 14, 1999	Endorsement No. 004

Issued By:

City Insurance Company  
 **The Home Insurance Company**  
     Successor In Interest  
 The Home Indemnity Company  
 The Home Insurance Company of Indiana  
 The Home Insurance Company of Illinois

Policy Number LPL C133860	Certificate Number	Named Insured Allen & Piccone, LLC	
Producer Sedgwick James of Colorado		Producer No./OPC	
Policy Period	Inception (M/D/Y) 06/01/1994	Expiration (M/D/Y) 06/01/95	Effective Date & Time of Endt. 06/01/1995

**It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.**

In consideration of the payment of the additional premium indicated below, it is understood and agreed that:

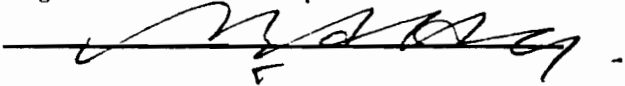
- The coverage of this policy is hereby extended to apply to claims first made against the Insured during Sixty calendar months immediately following 06/01/1995, the effective date of cancellation or nonrenewal of this policy.  
This sixty month interval is referred to as the Optional Extension Period.
- The extension of coverage referred to in paragraph 1., hereof shall apply only to claims which arise by reason of an act, error or omission in professional services performed prior to the effective date of such cancellation or nonrenewal of this policy and which is otherwise covered thereunder.
- Immediately upon the commencement of this optional extension period, the entire premium therefore shall be deemed earned, and in the event the Insured terminates this insurance before its terms for any reason, the Company shall not be liable to return to the Insured any portion of the premium paid for this endorsement.
- Nothing contained in this endorsement shall in any way increase the limits of liability set forth in the Declarations of the policy.

<b>Additional Premium</b>	Total Additional Premium \$555.00	Pro Rata Of	Additional Premium Due at Endorsement Effective Date \$555.00
<b>Return Premium</b>	Total Return Premium	Pro Rata or Short Rate Of	Return Premium Due at Endorsement Effective Date

**Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:**

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$

Signature of Authorized Representative



**The Home Insurance Companies**

# REM<sup>SM</sup>

Risk Enterprise  
Management  
Limited

Farid E. Bahou, FCII  
Vice President  
Underwriting Support  
Tel 212 530 6329  
Fax 212 530 6353  
e-mail: bahouf@rem ltd.com

**REM's principal: The Home Insurance Company**

April 28, 2000

Mr. Thomas M. Piccone  
6214 East Jamison Circle South  
Englewood, Colorado 80112

Re: **Allen & Piccone, LLC Policy # LPL C133860**

Dear Mr. Piccone:

Attached herewith is Endorsement # 005 extending the Optional Extension Period for above policy for another 12 months.

Please read the attached endorsement carefully. If you have any question or concern please call or write.

Kindest regards.

Sincerely,



Farid E. Bahou

cc: Susan Maciolek - NHO Collection

Comm. 0.00 %
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Date Prepared April 28, 2000
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Endorsement No. 005
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# General Purpose Endorsement

Issued By:

**The Home Insurance Company**  
Successor In Interest

City Insurance Company

The Home Insurance Company of Indiana

The Home Indemnity Company

The Home Insurance Company of Illinois

Policy Number LPL C133860	Certificate Number	Named Insured Allen & Piccone, LLC	
Producer Sedgwick James of Colorado		Producer No./OPC	
Policy Period	Inception (M/D/Y) 06/01/1994	Expiration (M/D/Y) 06/01/95	Effective Date & Time of Endt. 06/01/1995

**It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.**

In consideration of the payment of the additional premium indicated below, it is understood and agreed that:


- The coverage of this policy is hereby extended to apply to claims first made against the Insured during seventy-two calendar months immediately following 06/01/1995, the effective date of cancellation or nonrenewal of this policy.  
This seventy-two months interval is referred to as the Optional Extension Period.
- The extension of coverage referred to in paragraph 1., hereof shall apply only to claims which arise by reason of an act, error or omission in professional services performed prior to the effective date of such cancellation or nonrenewal of this policy and which is otherwise covered thereunder.
- Immediately upon the commencement of this optional extension period, the entire premium therefore shall be deemed earned, and in the event the Insured terminates this insurance before its terms for any reason, the Company shall not be liable to return to the Insured any portion of the premium paid for this endorsement.
- Nothing contained in this endorsement shall in any way increase the limits of liability set forth in the Declarations of the policy.

<b>Additional Premium</b>	Total Additional Premium \$555.00	Pro Rata Of	Additional Premium Due at Endorsement Effective Date \$555.00
<b>Return Premium</b>	Total Return Premium	Pro Rata or Short Rate Of	Return Premium Due at Endorsement Effective Date

**Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:**

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$

Signature of Authorized Representative



**The Home Insurance Companies**

**REM**<sup>SM</sup>

*Risk Enterprise  
Management  
Limited*

*Farid E. Bahou, FCII  
Vice President  
Underwriting Support  
Tel 212 530 6329  
Fax 212 530 6353  
e-mail: bahouf@remlid.com*

**REM's principal: The Home Insurance Company**

May 22, 2001

Mr. Thomas M. Piccone  
6214 East Jamison Circle South  
Englewood, Colorado 80112

Re: **Allen & Piccone, LLC Policy # LPL C133860**

Dear Mr. Piccone:

Attached herewith is Endorsement # 006 extending the Optional Extension Period for above policy for another 12 months.

Please read the attached endorsement carefully. If you have any question or concern please call or write.

Kindest regards.

Sincerely,



Farid E. Bahou

cc: Susan Maciolek - NHO Collection



Comm.  
0.00 %

Date Prepared  
May 22, 2001

Endorsement No.  
006

# General Purpose Endorsement

**Issued By:**

**The Home Insurance Company**  
Successor In Interest

City Insurance Company

The Home Insurance Company of Indiana

The Home Indemnity Company

The Home Insurance Company of Illinois

Policy Number LPL C133860	Certificate Number	Named Insured Allen & Piccone, LLC	
Producer Sedgwick James of Colorado		Producer No./OPC	
Policy Period	Inception (M/D/Y) 06/01/1994	Expiration (M/D/Y) 06/01/95	Effective Date & Time of Endt. 06/01/1995

**It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.**

In consideration of the payment of the additional premium indicated below, it is understood and agreed that:

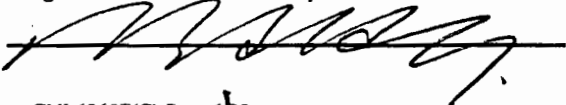
- The coverage of this policy is hereby extended to apply to claims first made against the Insured during eighty four calendar months immediately following 06/01/1995, the effective date of cancellation or nonrenewal of this policy.  
This eighty four months interval is referred to as the Optional Extension Period.
- The extension of coverage referred to in paragraph 1., hereof shall apply only to claims which arise by reason of an act, error or omission in professional services performed prior to the effective date of such cancellation or nonrenewal of this policy and which is otherwise covered thereunder.
- Immediately upon the commencement of this optional extension period, the entire premium therefore shall be deemed earned, and in the event the Insured terminates this insurance before its terms for any reason, the Company shall not be liable to return to the Insured any portion of the premium paid for this endorsement.
- Nothing contained in this endorsement shall in any way increase the limits of liability set forth in the Declarations of the policy.

<b>Additional Premium</b>	Total Additional Premium \$555.00	Pro Rata Of	Additional Premium Due at Endorsement Effective Date \$555.00
<b>Return Premium</b>	Total Return Premium	Pro Rata or Short Rate Of	Return Premium Due at Endorsement Effective Date

**Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:**

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$

Signature of Authorized Representative



**The Home Insurance Companies**

**REM**<sup>SM</sup>

Risk Enterprise  
Management  
Limited

Farid E. Bahou, FCII  
Vice President  
Underwriting Support  
Tel 212 530 6329  
Fax 212 530 6353  
e-mail: bahouf@remtd.com

**REM's principal: The Home Insurance Company**

May 17, 2002

Mr. Thomas M. Piccone  
6214 East Jamison Circle South  
Englewood, Colorado 80112

Re: **Allen & Piccone, LLC Policy # LPL C133860**

Dear Mr. Piccone:

Attached herewith is Endorsement # 007 extending the Optional Extension Period for above policy for another 12 months.

Please read the attached endorsement carefully. If you have any question or concern please call or write.

Kindest regards.

Sincerely,

  
Farid E. Bahou

cc: Susan Maciolek - NHO Collection

# General Purpose Endorsement

	Comm. 0.00 %
Date Prepared May 17, 2002	Endorsement No. 007

Issued By:

City Insurance Company  
 The Home Insurance Company  
     Successor In Interest  
 The Home Indemnity Company  
 The Home Insurance Company of Indiana  
 The Home Insurance Company of Illinois

Policy Number LPL C133860	Certificate Number	Named Insured Allen & Piccone, LLC	
Producer Sedgwick James of Colorado		Producer No./OPC	
Policy Period	Inception (M/D/Y) 06/01/1994	Expiration (M/D/Y) 06/01/95	Effective Date & Time of Endt. 06/01/1995

**It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.**

In consideration of the payment of the additional premium indicated below, it is understood and agreed that:

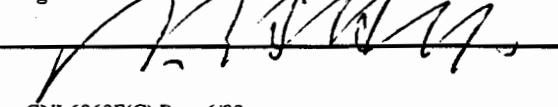
- The coverage of this policy is hereby extended to apply to claims first made against the Insured during ninety-six calendar months immediately following 06/01/1995, the effective date of cancellation or nonrenewal of this policy.  
This ninety-six months interval is referred to as the Optional Extension Period.
- The extension of coverage referred to in paragraph 1., hereof shall apply only to claims which arise by reason of an act, error or omission in professional services performed prior to the effective date of such cancellation or nonrenewal of this policy and which is otherwise covered thereunder.
- Immediately upon the commencement of this optional extension period, the entire premium therefore shall be deemed earned, and in the event the Insured terminates this insurance before its terms for any reason, the Company shall not be liable to return to the Insured any portion of the premium paid for this endorsement.
- Nothing contained in this endorsement shall in any way increase the limits of liability set forth in the Declarations of the policy.

<b>Additional Premium</b>	Total Additional Premium \$555.00	Pro Rata Of	Additional Premium Due at Endorsement Effective Date \$555.00
<b>Return Premium</b>	Total Return Premium	Pro Rata or Short Rate Of	Return Premium Due at Endorsement Effective Date

**Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:**

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$

Signature of Authorized Representative



**The Home Insurance Companies**