

## Travelers 1st Choice+®

Lawyers Professional Liability Coverage Real Estate Practice Supplement

# Travelers Casualty and Surety Company of America Hartford, Connecticut

Throughout this supplement "you" and "your" mean the entity or individual applying for this insurance.

| APPLICANT INFORMATION |                                 |  |
|-----------------------|---------------------------------|--|
| 1. New Business       | Current Travelers policy number |  |
| Your full legal name  |                                 |  |
| GENERAL INFORMATION   |                                 |  |
|                       |                                 |  |

3. Please complete the following chart based on the percentage of your real estate practice receipts for the current year and the previous 12 months in the following areas:

| Real Estate Practice Area   |  |                            | Current<br>Year<br>Receipts | Previous 12<br>Months<br>Receipts |
|---|--|----------------------------|-----------------------------|-----------------------------------|
| Purchase and Sale of Residential Property:  |  |                            | %                           | %                                 |
| Purchase and Sale of Commercial Property  | :  |                            | %                           | %                                 |
| e.g. transactional work performed on behalf<br>drafting of earnest money contracts (purcha<br>other closing documents, representation at  | ise agreements), op                        | tion agreements, deeds and |                             |                                   |
| Purchase and Sale Size Estimate Average Transaction Size  | Current Year<br>\$                         | Previous 12 Months<br>\$   |                             |                                   |
| Purchase and Sale Volume Estimate Number of Transactions Handled  | #  | #                          |                             |                                   |
| Land Use/Development: e.g. representation of landowners, developed unit developments, wetlands and other developments and local governmental units.                               |  |                            | %                           | %                                 |
| Mortgages, Contracts for Deed and Foreclo   | sure                                       |                            | %                           | %                                 |
| e.g. representation of lenders or borrowers other real estate secured lending, including mortgages or trustee's sales under deeds of event of a default or breach under the finan | negotiation of loan of trust and other exe | documents; foreclosure of  |                             |                                   |
| Landlord/Tenant   | <del>g</del>                               |                            | %                           | %                                 |
| e.g. representation of either landlords or ter<br>terms, representation in litigation brought to<br>or collect amounts owing  |  |                            |                             |                                   |
| Construction Work and Mechanics Liens:  |  |                            | %                           | %                                 |
| e.g. representation of developers, contractor the construction of improvements upon real arising out of construction of such improvements.  | estate and claims (s                       |                            |                             |                                   |
| Real Estate Tax Abatement/Property Valua  | tion                                       |                            | %                           | %                                 |

| e.g. representation of property owners before county agencies and courts in proceedings to   |      |            |
|--|------|------------|
| contest property valuation and obtain abatements or refunds of assessed real estate taxes.  Condominiums, Cooperatives, and Town Houses: | %    | %          |
| Condominiums, Cooperatives, and Town Houses.   | /6   | /          |
| e.g. representation of developers, homeowners' associations, cooperative boards of   |      |            |
| directors, or individuals in the issues arising our of the common ownership and common   |      |            |
| rights in such schemes of property ownership.  |      |            |
| Loan Workouts:   | %    | %          |
| e.g. representation of lenders, borrowers, or federal or state regulatory agencies (such as  |      |            |
| the Resolution Trust Company or state superintendent of banking) in connection with the  |      |            |
| restructuring of real estate secured loans that are in default.  |      |            |
| Speculative Real Estate:   |      |            |
| e.g. representation of developers or principals in their endeavors to attract investors.   |      |            |
| Services include the preparation of promotional documents, procuring potential investors on  |      |            |
| behalf of the developer or principal, and other similar services.  |      |            |
| Other (attach separate sheet):   | %    | %          |
| TOTAL (Must equal 100%)  |      |            |
|  |      |            |
| 4. Do you undertake date calendaring and notification services for clients (e.g., option dates   |      | _          |
| UCC-1 continuations) other than filing dates for briefs and motions due in court proceeding  | gs?  | ☐ Yes☐ No  |
| E. D   |      |            |
| 5. Do you undertake any aspect of financial or valuation analysis of transactions for clients  |      | ☐ Yes ☐No  |
| (e.g., tax ramifications or appraisal)?  |      |            |
| 6. Do you undertake responsibility for the preparation or review of closing calculations   |      |            |
| (e.g., preparation of settlement statements or determination of pro-rations)?  |      | □ Yes □No  |
|  |      |            |
| 7. Have you rendered written opinions to clients on the following:   |      |            |
| a. Land Use, Zoning and Real Property Regulatory Matters?  |      | ☐ Yes ☐No  |
| b. Securitization of loans?  |      | ☐ Yes ☐No  |
| c. Compliance with laws?   |      | ☐ Yes ☐No  |
| d. Lien Validity, Priority and Perfection  |      |            |
| (e.g., priority of security interests in personal property and deed of trust liens on real   |      |            |
| property)?   |      | ☐ Yes ☐No  |
| e. Possession of required permits and licenses?  |      | ☐ Yes ☐No  |
| f. Regulatory matters (e.g. Interstate Land Sales Act)?  |      | ☐ Yes ☐No  |
| g. Bankruptcy matters?   |      | ☐ Yes ☐No  |
| h. Foreign transactions?   |      | ☐ Yes ☐No  |
| i. Tax matters?  |      | ☐ Yes ☐No  |
| j. Environmental Matters?  |      | ☐ Yes ☐No  |
|  |      |            |
| 8. Have you provided legal services in connection with any property transfer in which any of   | your |            |
| attorneys or employees also performed:   |      | □ Voo □N-  |
| a. Abstracting services?   |      | ☐ Yes ☐No  |
| b. Title opinion?  |      | ☐ Yes ☐No  |
| c. Issuance of title policy?   |      | ☐ Yes ☐No  |
| d. Escrow services?  |      | ☐ Yes ☐No  |
| e. UCC search?   |      | ☐ Yes ☐ No |

If yes to 8.c above, what percent of your receipts come from title positions issued to properties on which you also performed the abstracting services or title opinion?

| Current Year | Previous<br>12 months | Previous<br>12 months |
|--------------|-----------------------|-----------------------|
| %            | %                     | %                     |
| %            | %                     | %                     |

If yes to 8.c above, state the name of the Title Insurance Underwriter represented and the approximate premium volume placed with each:

| Name of Title Insurance Underwriter | Current Year | Previous<br>12 months | Previous<br>12 months |
|-------------------------------------|--------------|-----------------------|-----------------------|
|                                     |              |                       |                       |
|                                     |              |                       |                       |
|                                     |              |                       |                       |
|                                     |              |                       |                       |

### **RISK MANAGEMENT**

| ts |
|----|
|    |

| 10. | Do you have a policy which prohibits you or your attorneys from representing parties which have potentially competing interests in the same transaction?   | ☐ Yes ☐No<br>☐ Yes ☐No |
|-----|--|------------------------|
| 11. | Do you have a policy prohibiting an attorney with an investment in a client from working on a real estate transaction of such client?  | ☐ Yes ☐No<br>☐ Yes ☐No |
| 12. | Do you require your attorneys to disclose to the firm all investments in real estate clients?  If yes, is it in writing?   | ☐ Yes ☐No<br>☐ Yes ☐No |
| 13. | Do you have a policy which prohibits attorneys from acting in a dual capacity as both escrow agent and attorney representing any party in the same real estate transaction?                                    | ☐ Yes ☐No<br>☐ Yes ☐No |
| Do  | cumentation and Review Procedures  |                        |
| 16. | Do you have a procedure requiring the preservation of factual sources and verification made to support legal opinions in any real estate matter?   | ☐ Yes ☐No<br>☐ Yes ☐No |
| 17. | Do you have a procedure requiring that at least one attorney who is not working on the transaction in question review and approve all legal descriptions and commitments in closing documents including title? | ☐ Yes ☐No<br>☐ Yes ☐No |
| 18. | Do you have a procedure requiring the preservation of written records of the real estate attorneys in connection with directions received from clients and client acknowledgement of actions taken?            |                        |
|     | a. Directions Received? b. Client Acknowledgement?   | ☐ Yes ☐No<br>☐ Yes ☐No |

| 19. | Do you have a policy which prohibits you or your attorneys from performing the title abstracting service and representing any party in the same real estate transaction? | ☐ Yes ☐No  |
|-----|--|------------|
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
| 20. | Do you have a policy which requires:   |            |
|     | a. attendance at all client closings?  | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
|     | b. title insurance for all closing property transfers?   | ☐ Yes ☐ No |
|     | If yes, is it in writing?  | ☐ Yes ☐ No |
|     | c. thorough review of title policy exceptions with client?   | ☐ Yes ☐ No |
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
| 21. | Do you require formal internal training sessions on your policies and procedures for new attorneys who will become involved in your real estate practice?                | ☐ Yes ☐No  |
| Do  | cumentation and Review Procedures - Environmental Concerns   |            |
| 22. | Do your legal services in connection with a property transfer or leasing transaction include a protocol to evaluate such things as:                                      |            |
|     | a. whether the type of business in question creates, or may in the past have created   |            |
|     | environmental problems?  | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐ No |
|     | b. whether any real or personal property owned or leased now or in the past, or property to be   |            |
|     | acquired is likely to be contaminated by hazardous substances (e.g. asbestos, lead or PCBs)?   | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
|     | c. whether any specific site locations owned or leased now or in the past, or property to be   |            |
|     | acquired are located in, or adjacent to, ecologically sensitive areas (such as, wetlands, floodplains, aquifers or conservation areas, etc.)?                            | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
|     | d. whether any corporate entity connected to the client including all past and present parent  | ☐ 162 ☐INO |
|     | subsidiaries, divisions and spinoffs has ever been fined, penalized, cited or sued for violating   |            |
|     | any federal, state or local environmental law or regulation?   | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
| 23  | Do you have a procedure which requires the investigation of potential material environmental   |            |
| 23. | risks before resolution of price and other central terms and conditions?   | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
|     | Tryos, to it in writing.   |            |
| 24. | Do you have a procedure which requires your attorneys to perform a thorough review with the  |            |
|     | client of the economic impact of known environmental considerations and potential benefits of  |            |
|     | further identification or quantification of environmental risks in property transfer or leasing  |            |
|     | transactions with potential material environmental exposure?   | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
| 25. |  |            |
|     | material confidential information concerning environmental audits or investigation of transaction  |            |
|     | related parties?   | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐No  |
| 26. | Do you have a procedure requiring the preservation of the written records of the firm in   |            |
|     | connection with any documentation concerning disclosure of site contamination to potential   |            |
|     | buyers or lessees?   | ☐ Yes ☐No  |
|     | If yes, is it in writing?  | ☐ Yes ☐ No |

| FR  | RAUD WARNINGS   |                        |
|-----|---|------------------------|
|     | If yes, is it in writing?   | ☐ Yes ☐No              |
| 28. | Do you have a procedure requiring your real estate attorneys to participate in in-house seminars on current environmental topics and developments or to attend continuing legal education seminars on current environmental developments? | □ Yes □No              |
| 21. | connection with documentation of investigation of sites for buyers or lessees, to discover environmental damage?  | ☐ Yes ☐No<br>☐ Yes ☐No |

## Attention: Insureds in AL, AR, DC, MD, NM, and RI

Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### Attention: Insureds in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### Attention: Insureds in FL

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

#### Attention: Insureds in KY, NJ, NY, OH, and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.)

#### Attention: Insureds in LA, ME, TN, VA, and WA

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

#### Attention: Insureds in OR

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

#### Attention: Insureds in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

#### SIGNATURE AND AUTHORIZATION

The undersigned authorized representative of the firm, or individual if this application is for an individual, agrees to all of the following:

- The statements and representations made in this application are true and complete and will be deemed material to the acceptance of the risk assumed by Travelers in the event an insurance policy is issued.
- If the information supplied in this application changes between the date of the application and the effective date of any insurance policy issued by Travelers in response to this application, you will immediately notify us of such changes, and we may withdraw or modify any outstanding quotation or agreement to bind coverage.
- Travelers is authorized to make an investigation and inquiry in connection with this application.
- Travelers is not bound or obligated to issue any insurance policy or to provide the insurance requested in this
  application.

| Signature (Partner, Member, Officer, Shareholder)   | Date  |
|---|---|
| Name (print)  | Title   |
| If you apply your signature to this form electronically, you hereby other device to click the "Accept" button constitutes your signature you in writing and has the same force and effect as a signature Accept | ire, acceptance, and agreement as if actually signed by |
| <b>Important note</b> : This application is not a representation that coloss, or type of claim or loss, under any insurance policy issued   | •                 |

loss, or type of claim or loss, under any insurance policy issued by Travelers. Whether coverage exists or does not exist for any particular claim or loss under any such policy depends on the facts and circumstances involved in the claim or loss and all applicable wording of the policy actually issued.

#### **ADDITIONAL INFORMATION**

In the section below you may provide additional information to any of the questions in this supplement (please reference the question number).