



TEXAS LAWYERS' INSURANCE EXCHANGE
Application for Judges' Claims Made Professional Liability Insurance

(512)-480-9074
Toll-Free: 1-800-252-9332
Fax: (512) 482-8738

Street Address:
900 Congress Ste. 500
Austin, TX 78701

Mailing Address:
P. O. Box 13325
Austin, TX 78711
Website: www.tlie.org
Email: info@tlie.org

App-5 (12/08)

1. Full name of Judge: _____

2. Who should we contact first if we have a question about your application? _____

3. Principal office address (list secondary locations on separate sheet): _____

Street: _____

P. O. Box: _____

City: _____ State: _____ Zip: _____

Phone: () _____ FAX: () _____ Email: _____

4. Court over which applicant presides: _____

5. Number of years in which you have presided: _____

6. Number of years of overall judicial experience: _____

7. (a) Date you were admitted to Texas Bar: _____

(b) Bar Card Number: _____

(c) Member of following Bar Associations: _____

8. Previous judicial liability insurance (last 4 years):

Name of Company Limits Effective Dates:

Table with 3 columns: Name of Company, Limits, Effective Dates. Contains three empty rows for data entry.

9. Has the applicant ever been reprimanded or refused admission to practice before any court or administrative agency or otherwise been disbarred or had his or her rights to practice suspended (including voluntary suspension)?

Yes No If Yes, please provide details on a separate sheet.

10. Has the applicant ever had similar insurance cancelled or declined?

Yes No If Yes, please provide details on a separate sheet.

11. Has the applicant ever had any professional liability claims asserted or action filed against him or her, or has a claim been paid on behalf of the applicant?

Yes No If Yes, attach a description of the situation.

12. Has the applicant ever been reprimanded or had his or her rights to serve as a judge suspended (including voluntary suspension)?

Yes No If Yes, please provide details on a separate sheet.

13. Does the applicant know of any circumstance, act, error or omission which could form the basis of a claim against the applicant?

Yes No If you know of such a circumstance, act, error or omission, please provide details. Please include details of any threat of a claim, even if you feel it is unjustified or frivolous. If you have notified another insurance company of any such circumstance, act, error or omission, please provide a copy of that notice.

IMPORTANT: All TLIE Judges' Professional Liability Insurance Policies have a limit of \$1,000,000 per claim and a \$1,000,000 aggregate, with a \$1,000 deductible. Please note that your policy will not go into effect until you have satisfied the Association underwriting requirements. The TLIE policy for judges does not cover acts or omissions of applicant in practicing law as an attorney. If applicant has previously had a private practice or continues some private practice, TLIE recommends purchasing of a "claims made" policy for attorneys.

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WARRANTY

I hereby warrant and declare that the foregoing statements and particulars are true and that I have not suppressed or misstated any material facts and I agree that this application shall be the basis of the contract with the Association; and it is agreed that all representations contained herein are material as a matter of law, and that I will immediately notify the Association, said representations being deemed continuous, of any change in facts occurring prior to issuance of insurance pursuant hereto.

I hereby authorize release to the Association or its authorized representative, by any State Bar Association, my present and prior professional liability insurance carriers, or any other sources, any claims, underwriting, or other information having a bearing upon my acceptability as a professional liability insurance risk.

It is understood that this is an application for insurance and not an insurance binder. CAUTION: Any misstatements made in this application could invalidate any policy issued on the basis of this application.

Date: _____

Applicant's Name (type or print): _____

Authorized Signature: _____

IMPORTANT: To complete this application, please execute the Subscriber's Agreement and Power of Attorney below.

SUBSCRIBER'S AGREEMENT AND POWER OF ATTORNEY

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

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

Date: _____

Applicant Name: _____

Authorized Signature: _____

AN EXPLANATION OF THE POWER OF ATTORNEY

A power of attorney is an instrument authorizing a person to act as the agent of the person granting the power. The person acting as the agent is known as an attorney-in-fact. A special power is one limited to particular acts. The power of attorney is a special one, pertaining only to your insurance business with the Association and limited to the subjects described in the instrument.

The Association is that form of an insurance concern known as a reciprocal exchange. The members act collectively through attorneys-in-fact, insuring each of the members. The power of attorney is the legal device whereby the contracts may be executed thus eliminating the necessity of all the members signing each contract.