MINNESOTA LAWYERS MUTUAL®
INSURANCE COMPANY

LAWYER'S GUIDE TO PROFESSIONAL LIABILITY INSURANCE

A MALPRACTICE INSURANCE COMPANY'S PERSPECTIVE

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There are many types of insurance coverage to consider for your new law firm. The most important of which is malpractice insurance. You should have malpractice insurance in place before you begin the practice of law. The best advice we can provide is this...do not practice law without malpractice insurance!

THE PHENOMENON OF THE UNINSURED LAWYER

There are many reasons why a lawyer might choose to practice uninsured. Some of the more common (and most overlooked) reasons include the following: the belief that they are immune from claims because of their legal expertise; the nature of their practice (i.e., areas prone to claims activities); and the relationship with their client (they wouldn't sue me, we're friends). Then too, some lawyers believe that the threat of malpractice claims is overrated and does not justify the cost of coverage. There are those who believe that the risks are real but feel that their practice cannot bear the cost of insurance and, amazingly, others who feel that the best defense in the event of a claim is lack of insurance, thereby making them less appealing as a "target" for contribution.

Obviously, there are those who for one reason or another, are unacceptable to the insurance market and must perforce remain uninsured. Finally, there are those who probably just forget or don't take time to secure coverage. It may be impossible to change the attitudes of lawyers who practice without insurance, but there should be no illusions about the consequences. No private practice lawyer is immune from a malpractice claim unless they represent only themselves. Superior knowledge and good work habits do not guarantee immunity. Since malpractice begins as an opinion and must later be proven as fact, demonstrating innocence can be just as expensive as indemnifying a legitimate injury. These claims really do happen and are happening more frequently.

The false thrift of going bare becomes painfully clear if a lengthy court action takes the lawyer away from their practice (thereby cutting into earnings), or if defense counsel must be paid out of pocket. A malpractice claim is never expected and virtually impossible to predict. The sharing of significant financial risk through common pooling of resources, that is, an insurance program, is still the most economical way to protect a law practice. If the premium is unaffordable, how much more so the cost of even an average malpractice claim.

In addition to protecting the practice, there is the important question of protecting the client. I'm not aware of any evidence suggesting that aggrieved parties refrain from suing their lawyer if they believe him to be uninsured. On the contrary, many disasters have befallen lawyers in just such a position. In any case, the image of a lawyer practicing in an asset-free firm with a client-be-damned attitude is hardly one to be admired or sought after and sets up negative perceptions in the public mind. Having professional liability coverage demonstrates the proper level of ethical responsibility to the client.

Don't forget to review your policy's requirements for when a situation needs to be reported to your carrier! If you have questions, it's often best to contact your carrier and discuss the situation with them.

3 GOOD REASONS TO CARRY INSURANCE

In recent years, legal malpractice insurers nationwide have seen increases in the frequency of claims. At MLM, over half of all reported claims are closed without any payment, which usually means the claims lack merit. While this is good news, the threat of a malpractice claim should be of grave concern to every practicing attorney because even claims that lack merit can be expensive to defend, and even one viable claim can have devastating financial affects on an uninsured lawyer.

1 AVOID THE FINANCIAL DRAIN OF DEFENDING CLAIMS

Today some attorneys are practicing without any professional liability insurance despite an overall increase in claim frequency. The cost of defending a single claim, whether meritorious or not, can have a devastating financial impact upon a non-insured lawyer. A lawyer who is not insured can lose his non-exempt personal assets as the result of just a single claim. For example, so can an under insured lawyer.

2 PROTECT PERSONAL ASSETS IN THE EVENT OF A SETTLEMENT OR JUDGMENT

Malpractice claims can be difficult to foresee and can be costly whether malpractice can be proven or not. One claim can wipe out years of work in building a successful practice, as well as the personal assets of the attorney. You may never have to use a professional liability policy, but it is extremely risky not to have one.

3 PROTECT THE PUBLIC

As a matter of public policy – and personal professionalism – lawyers should not leave their clients unprotected in situations where an attorney's negligence may have damaged the client. MLM is not aware of any evidence suggesting that aggrieved parties refrain from suing their lawyer if they believe him to be uninsured. On the contrary, many disasters have befallen lawyers in just such a position. In any case, the image of a lawyer practicing in an asset-free firm with a client-be-damned attitude is hardly one to be admired or sought after and sets up negative perceptions in the public mind. Having professional liability coverage demonstrates the proper level of ethical responsibility to the client.

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IMAGINE THE WORST AND PREPARE FOR IT

Advice from the author of *Solo by Choice*, Carolyn Elefant, Esq.

One absolute rule I have for new solos is that they must purchase malpractice insurance.

In the interest of full disclosure, though, I do admit to not following my own advice during my first three years of practice! Back then, I was young and cocky, and I calculated that my potential exposure was low given my regulatory practice, my "long shot" litigation matters and criminal defense work.

I assumed legal malpractice insurance was as costly as health insurance and probably couldn't afford it. I had a nothing-to-lose attitude back then, figuring that if anyone sued me, I'd simply pack up my firm and walk away. I have so much invested in my practice that I am unwilling to sacrifice my firm if a client sues me. Also, after a couple of close calls, I realize that – despite my diligence – I am only human, and capable of mistakes that could morph into a grievance or a malpractice action.

Once I understood this, the purchase of malpractice insurance to protect myself from future claims was better than berating myself for my mistakes, or worse, waking in a cold sweat in the middle of the night. When I finally shopped around for malpractice insurance and spoke with other solo and small firm lawyers, I discovered that it was not as expensive as I had thought.

myshingle.com

Learn more about Carolyn Elefant by visiting MyShingle.com. To date, MyShingle.com remains the most comprehensive online resource for solo and small firm lawyers with thousands of blog posts and an impressive stock of free e-books, checklists, and forms on starting and running a law firm.

FACTORS TO CONSIDER

BUSINESS OPPORTUNITIES

A factor to consider is whether you need malpractice coverage for business opportunities. Some referral services will not refer cases to lawyers who do not carry sufficient malpractice coverage. Many times, an RFP (request for proposal) for legal services also require coverage. Even law firms and attorneys who retain lawyers for per diem or contract work often require some amount of malpractice coverage. In short, malpractice insurance is a worthwhile investment economically if it allows you to take advantage of lucrative opportunities that would not otherwise be available in the absence of coverage.

DEGREE OF EXPOSURE

Quite frankly, your own assessment of your degree of malpractice exposure should not serve as the deciding factor in your decision regarding coverage. Because even though the chances of a client actually winning a malpractice action against you and collecting a judgment are probably low, it doesn't take much for a client to initiate such an action in hopes of pressuring a quick settlement – or worse, to file a bar complaint which, if unfavorably resolved, can cause damage to your reputation and lead to a suspension. These days, many legal malpractice plans cover the cost of defense both in malpractice actions in court and, equally importantly, in grievance procedures where lawyers who are represented almost always fare better than those who participate pro se. Thus, malpractice insurance buys you the peace of mind, and gives you one less thing to worry about when that client who initially seemed so reasonable starts threatening a grievance. Moreover, if your risk of exposure is low anyway, you'll probably be able to find a relatively inexpensive coverage plan.

PRACTICE AREAS & AFFORDABILITY

Even though malpractice insurance is a good investment, cost matters when you're just starting out. There are some practice areas where malpractice insurance can be prohibitively expensive. You might consider dropping that practice area or figuring out other ways to do it – maybe on contract basis for another firm – that will limit your exposure and the concomitant cost of coverage.

UNDERSTANDING COVERAGE

By Todd C. Scott, VP Risk Management

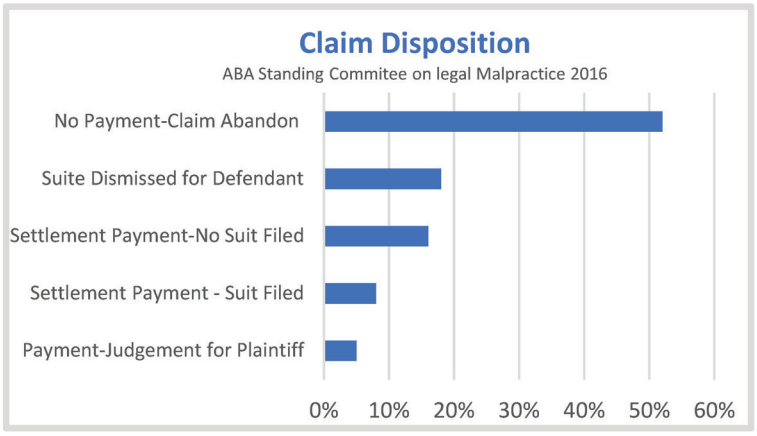
INTRODUCTION

Obtaining professional liability insurance is typically high on the to-do list for new attorneys starting a firm. Lawyers have a healthy fear that one day they will be the subject of a malpractice claim. By obtaining insurance coverage, they can rest easier at night knowing that a missed deadline might not result in an expensive, out-of-pocket payout during an otherwise unblemished legal career.

But often there is a lack of understanding by attorneys of how professional liability insurance works. Lawyers generally know they will need some indemnity come the day that something slips through the cracks and one of their clients suffers a loss as a result of a mistake. But usually it isn't until the error is reported that these lawyers start to wonder about the limitations on their insurance, or depending on the timing of the mistake, whether there will be any insurance coverage at all.

Lawyers are not being overly cautious to assume they may encounter a malpractice claim (or two) over the course of their legal career. Industry statistics show that lawyers in private practice today are likely to have one to three claim matters during their professional career.

But having a malpractice claim does not always mean the lawyer did something wrong. According to a study of malpractice claims published in 2016 by the ABA Standing Committee on Lawyers' Professional Liability, about 52 percent of the claims asserted against lawyers during a four-year period were abandoned without any payment to the claimant. That same study showed about 18 percent of the claims asserted against lawyers developed into lawsuits against the attorneys that were eventually dismissed, with a judgment in favor of the lawyer/defendant. The remaining 29 percent of claims, however, resulted in some sort of payment to the claimant, whether or not a suit had been commenced.



Despite the large number of unwarranted malpractice claims against attorneys that are eventually dismissed or abandoned, just being labeled by your client as negligent can be extremely time consuming, as you and your insurer proceed to formulate the response to a meritless claim. The cost of your time can start to evolve into out-of-pocket expenses if an insurance deductible payment is involved and your insurer starts incurring legal expenses while proceeding with the goal of getting your claim dismissed.

Feelings of stress and anxiety that even a meritless claim can produce should never be discounted. The fear and worry experienced by lawyers who find themselves defending a malpractice claim can be extremely significant—sometimes debilitating—eventually affecting other legal matters being handled by the lawyer that have nothing to do with the subject matter of the claim. Such fear and worry add additional strain to the relationships lawyers have with clients and staff.

For all these reasons, many lawyers could benefit from having a better understanding of what they are getting when they pay their professional liability premiums. By not having a full understanding of what professional liability insurance covers and what actions could put this coverage in jeopardy, lawyers are at risk of significant liability exposure and possibly experiencing a very expensive, worst-case malpractice event.

DEFINING MATTERS: WHAT IS A CLAIM?

Because insured lawyers are generally required to report malpractice claims to their carrier as soon as they become aware of them in order to bind coverage, it is important to know what constitutes a claim according to the definition that can be found in the policy. Not understanding how the insurer defines a claim can create a significant problem if a matter that should have been reported to the carrier was not reported in a timely way.

Professional liability insurance policies may define a claim more broadly than a simple lawsuit naming the policyholder as a defendant. For example, a claim may be defined as "a demand or communication to the insured for damages or professional services," or "an act, error, or omission by any insured which has not resulted in a demand for damages but which an insured knows, or reasonably should know, would support such a demand."

By having a broader definition of what constitutes a claim, the carrier will have a better chance of knowing about the troubling matter when there still may be options to get the matter back on track—avoiding additional and perhaps unnecessary claim expense. Insurance carriers call this concept "claim repair," which is hiring an expert attorney early in the process to assist the policyholder in correcting the situation before significant damages are incurred and a malpractice lawsuit can no longer be avoided.

CLAIMS-MADE VS. OCCURRENCE POLICIES

One of the most significant differences between a professional liability policy and a general liability policy is that professional liability policies are almost always written on a claims-made basis as opposed to an occurrence basis, and it is the policy that is in force at the time when the claim is presented that pays the loss. For example, an error made by a policyholder in 2014 but discovered by the policyholder in 2018 should be reported to the carrier providing coverage for the policyholder in 2018 at the time the claim was discovered.

Professional liability insurance policies are typically written on a claims-made basis in order to acknowledge the unique way in which errors by legal professionals are often discovered long after the error was made. An attorney's error may present itself in several different ways, including being notified of the error by a lawyer who has been newly appointed by the client, or after receiving notification of the error directly from the client.

Prior Acts and Retroactive Dates

In order to establish coverage on a claims-made policy, important conditions must be met by the policyholder. First, a policy must be in place at the time the claim is made. Additionally, the policyholder's "retroactive date" or "prior acts date" must be dated at least as far back as when the services giving rise to the claim were provided. Finally, notice to the insurer of the claim must be given in a timely way, according to the claim-reporting requirements defined in the professional liability policy.

The insured attorney's "prior acts" or "retroactive" date is established at the time the policy is created and always is clearly defined in the declarations page of the professional liability policy. For an attorney who sought insurance coverage at the time he or she first became licensed to practice law and has had successive, continuous years of uninterrupted professional liability coverage, the prior acts date will typically go back to the first day of the lawyer's first insurance policy.

CLAIM REPORTING AND POLICY RENEWAL

The importance of prompt reporting cannot be over-emphasized. Reporting claims quickly ensures that the carrier will have ample opportunity to respond to the matter with all the resources at its disposal, and the policyholder will lock in the insurance coverage. Because late reporting of claims can sometimes severely limit the claim handler's options when trying to resolve the matter, policyholders are strongly encouraged to report anything that might be a claim as early as possible.

Lawyers sometimes worry that reporting a claim will automatically trigger an increase in annual policy premiums. However, professional liability insurers generally do not debit a policy premium simply because the policyholder reports a claim. To do so would discourage the early reporting of claim matters. Reporting multiple claims of a similar type over a period of time, however, indicates that there may be a systemic problem in the way the firm organizes its client matters, thus triggering an increase in the policy premium at the time of renewal.

Policyholders will be asked at the time they are renewing their professional liability insurance whether they are aware of facts or circumstances that might lead to a malpractice claim. This question helps identify the correct claims-made policy for providing insurance coverage. Once a particular policy ends, there is no coverage under that policy for claims that were unknown to the insured or known but not reported in that policy year.

Failure to Report

Lawyers who are aware of a claim matter but choose not to report it to the carrier risk losing coverage if they report it later under a subsequent insurance policy. This sometimes happens when the lawyer ignores the frequent pleas from an angry or frustrated client, assuming the matter will "go away," only to realize later that the matter has spiraled out of control and the policyholder desperately needs some after-the-fact help from the insurance carrier.

Coverage Gaps

One of the more perilous things a lawyer can do is to allow a gap in time between insurance policies. Policyholders who continuously purchase new, yearly policies will typically find that their prior acts date goes unchanged—allowing these attorneys to "build up coverage" over time. Policyholders who skip a year or two and do not have continuous insurance coverage, on the other hand, do not "build up coverage"; when they finally seek to purchase coverage again, they likely will find that their prior acts date is reset to the first date of the new insurance policy. Insurers do this to discourage buyers from waiting until they believe they might have claim exposure before purchasing a policy.

STEP PRICING

Lawyers often have a misunderstanding about the cost of professional liability insurance. You would think the more inexperienced lawyers have the most risk, and therefore they should be subject to higher premiums; this is not the case.

Risk exposure to malpractice claims increases dramatically for lawyers during the period from five to ten years after they begin practicing law. To put this in perspective, lawyers in private practice for five years or less generally report around 3.5 percent of malpractice claims, whereas the attorneys practicing law 11 to 20 years report about 37 percent of the claims. Why is this happening? Simply put, the new lawyers don't have a "tail"—meaning they simply haven't been in practice long enough for some of the mistakes they made to be discovered and reported. Additionally, the more experienced group of lawyers who have been in practice a decade or more tend to handle more matters, the matters they handle tend to be more complicated, and they are likely responsible for overseeing matters that are handled by other lawyers in their firm.

For these reasons, insurers have priced their professional liability policies to be commensurate with the level of risk by the applicant. A new lawyer policy is affordable and may sell for as little as $500 annually. As these lawyers' risk level goes

up during their first five to seven years in practice, their premiums also will rise—this is called step pricing. Eventually, the annual price levels off, and a typical insurance policy for an experienced attorney can average between $1,500 and $3,000 annually, depending on the level of risk the policyholder may be exposed to and whether the attorney has had significant claims.

Also, lawyers who devote a significant amount of their practice to areas that experience a frequent number of claims, such as plaintiffs' personal injury or real estate, are more likely to pay higher annual premiums. Higher premiums can also be expected for lawyers in practice areas where the severity of their legal matters can cause them to be quite expensive to resolve—such as patent/trademark, entertainment, and securities law.

AVOID TWO ROOKIE MISTAKES

Want to significantly reduce your risk for a malpractice claim? Two common errors made by new lawyers involve client interaction. These matters are particularly troublesome because the lawyer may not have made any mistakes, but somehow these clients believe the lawyer let them down by not keeping them fully informed or because the outcome of the matter seemed completely unexpected to them. You can avoid common malpractice claims by using effective client selection and by communicating well with clients throughout the entire legal process.

Choose clients wisely

Good client service usually involves trying to assist customers and focus on their needs as soon as possible, but don't forget that sometimes the best thing you can do for customers is to tell them you are not the right lawyer for the job. Take some time during the initial intake process to get to know your potential clients and find out what their expectations are for your legal services and what they think will be a successful resolution of their matter. Your gut may tell you that finding a successful solution for the client is an unwinnable battle; in these cases, you're both better off if the client seeks legal counsel elsewhere. Good client selection is one way of avoiding a communication breakdown with a client before it even happens.

Keep in touch

It seems like such a simple idea, but communicating regularly with your client can help avoid significant malpractice claims. In 2016 the ABA Standing Committee on Lawyers' Professional Liability reported that more than 13 percent of claims resulted from a breakdown in communication between lawyers and their clients. Communication breakdowns are especially troubling malpractice matters because they often have nothing to do with how well the lawyer knows the law. Most commonly they are the result of a misunderstanding between the lawyer and the client, resulting in the client developing a different expectation of what will be a successful outcome of the case. The best way to avoid a troublesome misunderstanding is simply to communicate regularly and often with clients. Good firms often require their lawyers to communicate with their clients at least every 30 days—even if nothing is happening with the client's matter. Good client communications can happen in many different ways, including regularly scheduled phone calls, update letters from the lawyer to the client, and even highly descriptive invoices. Also, it is important to document client communications in the client file. Clients sometimes "misremember" key facts or advice provided to them during the course of the representation; a copy of the advice should always be placed in the client file.

Lawyers who are establishing a firm and do not yet have any clients may sometimes choose to wait for their doors to open before binding coverage on their first policy. However, any opportunity to provide legal advice is also an opportunity for individuals to rely on defective information to their detriment. Therefore, it is vital that new lawyers seek coverage for professional liability as soon as possible after they first receive their license to practice law.

MALPRACTICE TRENDS

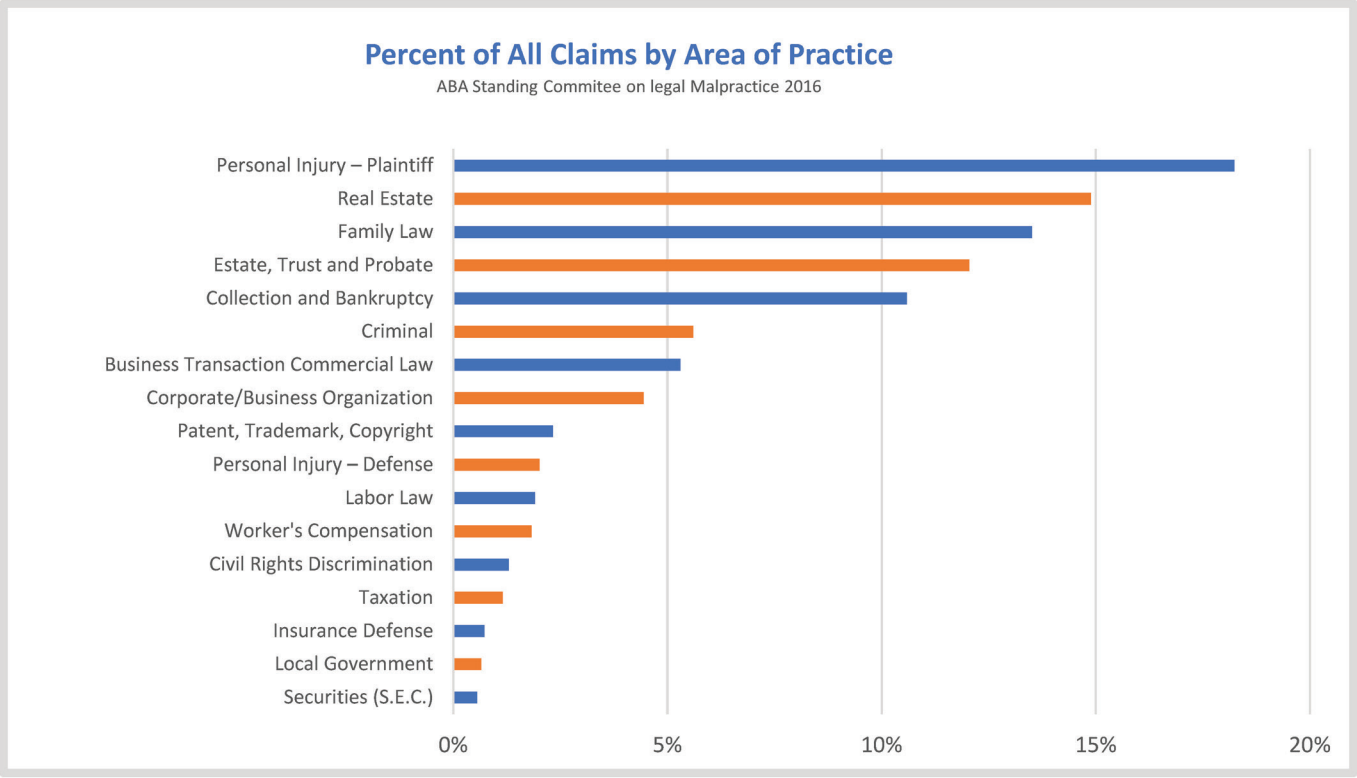
By Todd C. Scott, VP Risk Management

One of the top ten malpractice traps is the unwillingness to believe it could happen to you. According to the ABA's Lawyers Desk Guide to Malpractice, attorneys in private practice have 4-17% chance of being sued for malpractice each year depending on their jurisdiction and area of practice.

Data published by the ABA Standing Committee on Legal Malpractice (2016) indicates new trends in lawyers' professional liability may be emerging. Some practice areas have become more hazardous for lawyers and the ethical errors that lawyers are most likely to commit are changing. The following presents findings from the report.

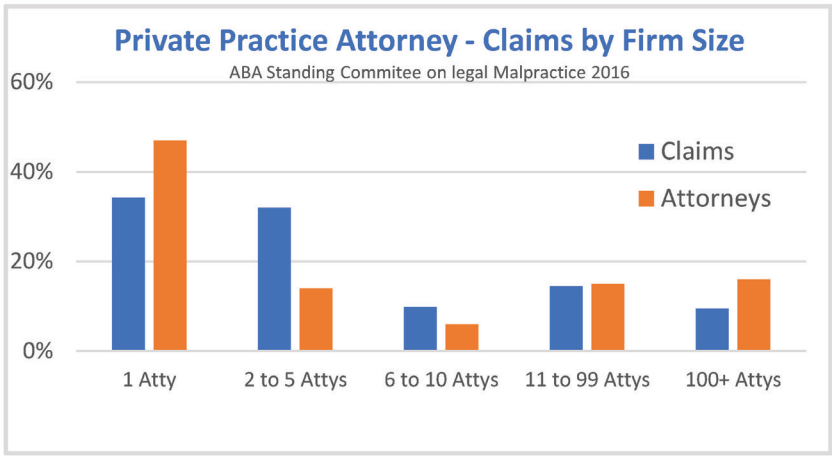
WHAT ARE THE PRACTICE AREAS WITH THE HIGHEST RISK?

Practitioners in Plaintiff's Personal Injury along with Real Estate law (both residential and commercial) tend to report the most malpractice claims. Although some of the areas on the chart are quite small, such as Intellectual Patent Trademark and Securities, they tend to make up for the lack in overall reported claims by having claims with high severity – meaning the claim matters in those areas of law are typically very expensive to resolve.



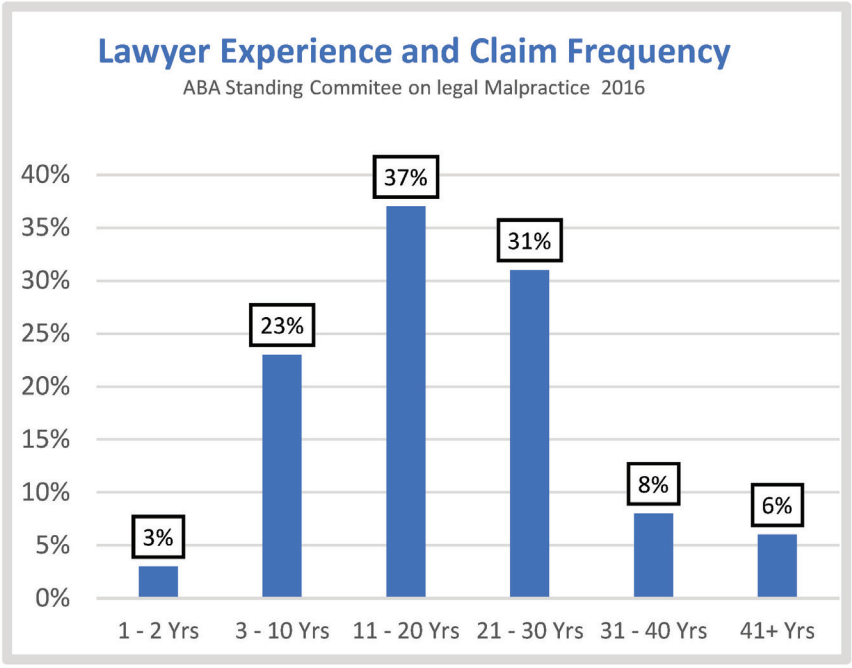
DOES SIZE OF FIRM POSE ANY RISK HAZARDS?

Malpractice insurers have noticed that firm size can sometimes be an indicator of the likelihood a firm will report a malpractice claim. Lawyers in firms of 2-5 attorneys only make up 14% of lawyers in private practice yet they report 32% of the malpractice claims. We believe that the disparity in malpractice claims for some firms often can be attributed to a firm's lack of office systems for maintaining adequate oversight.



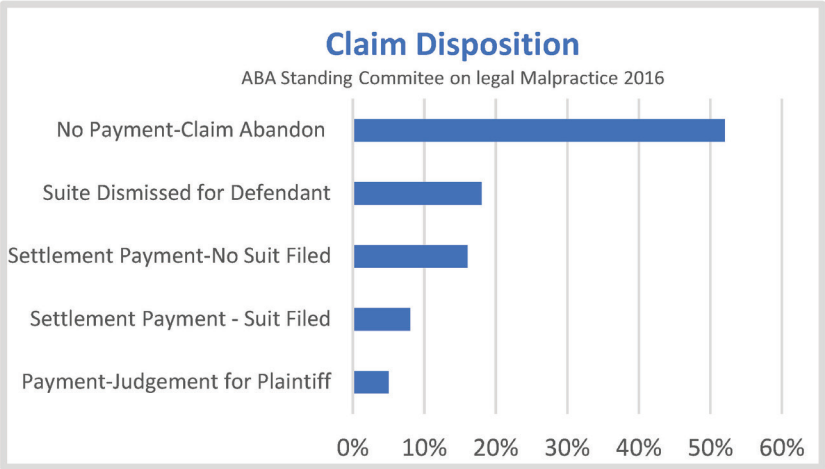
HOW DOES EXPERIENCE EFFECT CLAIM FREQUENCY?

Data suggests it is not all the new lawyers reporting the malpractice claims. In fact, when looking at reported claims by lawyer experience, the group reporting the most has been in practice 11 to 20 years. What explains this result? It primarily has to do with the fact that the more experienced lawyers have more of a "Tail" which means more matters from their past can come back and haunt them as a malpractice claim. Other factors contributing to this is the fact that the more experienced lawyers tend to take on more matters, the matters they take on tend to be more complex, they also tend to oversee other lawyers work which puts them at risk if the other lawyer is the one who makes the mistake.



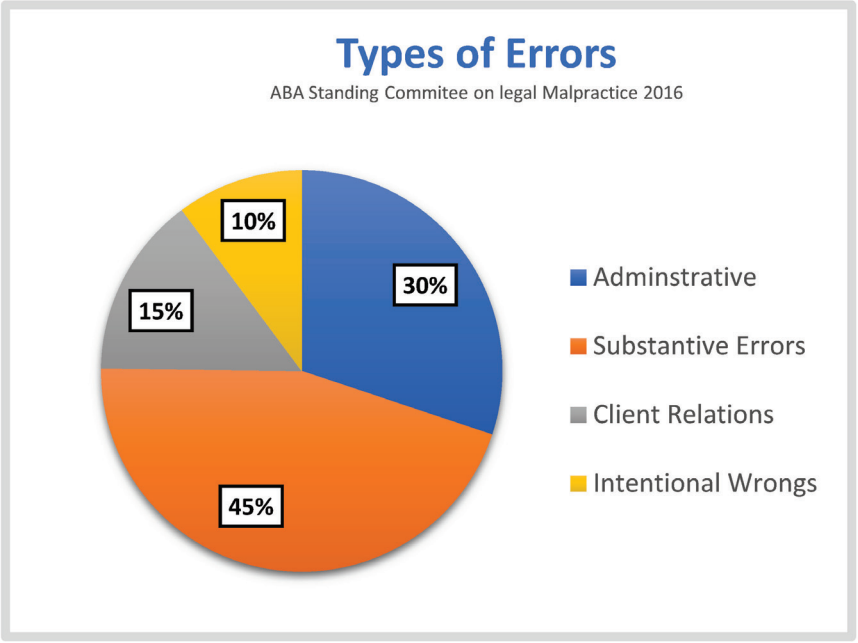
HOW ARE CLAIM MATTERS USUALLY RESOLVED?

A significant portion of malpractice claims (About 52%) are disposed of without any indemnity payment made to the claimant, or expenses being paid on the claim. In about 18% of malpractice claims no payment is made after a suit is dismissed or a judgement has been entered for the defendant. The remaining claims typically have some kind of payment associated with them.



WHAT ARE THE MOST COMMON ALLEGED ERRORS?

Most malpractice claims (about 45%) involve Substantive errors made by lawyers. Those are matters where the lawyer thought they knew the law but it turns they didn't. Other categories of errors alleged against lawyers are Client Communication errors, Administrative errors, and Intentional wrongs. Administrative errors and Client Communication errors are the most preventable mistakes that lawyers make, yet together they are the basis for overt 40% of the malpractice claims asserted against lawyers. The most frequent error made by lawyers is "failure to know the law." Recently, administrative errors such as "Procrastination" and "Lost File, Document, or Evidence" went to the top of the chart, placing them in the top five most reported errors alleged against lawyers in a malpractice claim.



PRACTICE POINTERS

By Molly Eiden, Claim Attorney

Legal malpractice claims continue to rise. However, by recognizing potential errors and maintaining best practices you can reduce your risk. Legal malpractice claims can largely be divided into three categories: administrative, substantive and client relations.

ADMINISTRATIVE ERRORS

Missed deadlines remain one of the most common malpractice mistakes, either because attorneys fail to accurately calendar or because they fail to react to their calendar. Often, these types of errors can be prevented through having appropriate office management and organizational systems in place. Whether it is sophisticated office management software or basic calendaring, make sure you have some type of system in place that works for you. Employing organized and trained administrative support staff can also help avoid these types of claims.

SUBSTANTIVE ERRORS

When taking on a new case, make sure you understand the relative complexity and specialized nature of the matter. Determine whether your general experience and training, and experience in the field in question, equip you to appropriately handle the matter. If you are unfamiliar with the area of law or issue, you should look at whether you can refer the matter to, or associate with, a lawyer of established competence in that practice area. While it is tempting to take all business that comes through your door, this can be a recipe for disaster.

While a conflict of interest isn't a basis for a malpractice claim in and of itself, even the appearance of a conflict can lead to ethics complaints or exacerbate malpractice claims. Complete a conflicts check as soon as possible before beginning work on a new case. A comprehensive conflict checking system will allow you to identify potential issues and address them right away. It is good practice to run conflicts checks each time a new litigant is added, or discovery reveals new potential conflicts. If a potential conflict is identified, have a procedure for disclosing, discussing, resolving and waiving conflicts (if possible).

CLIENT RELATIONS

Ascertain the client's expectations for the representation at the outset. Does the client have a reasonable expectation of the value of the case and the time it will take to resolve the matter? Can the client afford your services? Lawyers should be particularly careful about suing clients for unpaid legal fees. The best practice is to ensure that issues relating to legal fees are addressed up front and throughout the representation so that a client's account never becomes delinquent. Be clear with your clients about their objectives and how much it will likely cost to obtain them. Staying on top of billing issues is the best way to avoid the difficult business decision of whether to sue for unpaid legal fees. Adequate screening of prospective clients can help avoid many potential claims. Beware of the client who gives you a bad feeling and trust your instincts before undertaking the representation. Be especially cautious if the potential client has unreasonable expectations, has had another lawyer (or several) previously, wants to micromanage the representation, seems to have a personal vendetta rather than a legal issue, or is rude or offensive to you or staff. Keep the client fully informed of the case status throughout the representation. Sending written correspondence confirming oral conversations is key to having a well-advised client, and a well-documented file. Don't bury your head in the sand and fail to deliver "bad news" – whether an unfavorable ruling or an inadvertent mistake – while there is still time to repair or improve the situation. Good client relationships develop when the client feels informed and included in the legal process.

Don't forget to review your policy's requirements for when a situation needs to be reported to your carrier! If you have questions, it's often best to contact your carrier and discuss the situation with them.

THE MLM ADVANTAGE

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Ownership.

As a mutual insurance company, we are owned by our policyholders. We are committed to serving our policyholders' interests, whether through the return of revenue in the form of dividends, or through personal service that is second to none, or by providing responsive claim handling and high-quality risk management services.

Stability.

MLM was created over 35 years ago when it was difficult for attorneys to find a reliable provider of malpractice insurance. We were then, and are now, committed to being an efficient, accountable, and permanent risk management resource to members of the legal community. MLM's stability is reflected in the "A-"(excellent) rating from A.M. Best.

Dividend History.

As a mutual company, MLM has been able to return underwriting profits to our insureds in the form of dividend payments. MLM policyholders have received annual dividend payments consecutively since 1988 totaling over $64 million.

Direct Writer.

As a direct writer of lawyers' professional liability insurance, you deal directly with the company. There are no brokers or outside agents to work through. This means that your questions are being handled more effectively and efficiently because we have eliminated the middle man.

Expert Claims Handling.

A professional liability claim is a major disruption to your practice. We understand the importance of evaluating claims promptly and keeping our insureds advised of their claim progress every step of the way. MLM provides top local defense counsel who are experts in defending legal malpractice claims. We hire only the best because your reputation is as important to us as it is to you.

Risk Management Services.

MLM has always made every effort to bring helpful practice management and claims avoidance information to attorneys in ways that are interesting and informative. Whether it is personalized one-on-one advice or online education we have sought to offer attorneys many solutions for helping them maintain a safe practice.

Expert Service.

Our daily mission is to provide our clients with outstanding customer service. MLM's knowledgeable staff is always available to offer help and answer questions. The online application and purchase options mean you can purchase new and renewal coverage online anytime, day or night, when it is convenient for you.