Zurich North America
PRO BONO PROGRAM

Corporate Law
2017

ZNA Pro Bono Program Overview

Welcome to the Zurich North America Corporate Law Pro Bono Handbook. This handbook contains important information for handling pro bono matters. It will assist you in the delivery of quality services and help you enrich your professional experience. The pro bono work embraces an extraordinary range of professional opportunities: children's issues, counseling non-profits, estate planning, representing the elderly, representing the veterans, housing and homelessness and much more. Please read the handbook carefully and refer to it, as necessary, while working on cases. We appreciate and look forward to your participation.

Pro Bono Policy, Guidelines and FAQ Corporate Law Department Zurich North America

Revised: October 1, 2017
Schaumburg, Illinois, U.S.
Toronto, Ontario, Canada

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ZURICH NORTH AMERICA CORPORATE LAW
PRO BONO PROGRAM CHARTER

Effective Date: July 28, 2011
Updated: October 1, 2017

I. **PURPOSE.** Zurich North America ("**ZNA**") has a long history of volunteerism and strong corporate citizenship, which includes support of community service and charitable programs. In an effort to continue and expand upon this valued tradition, Zurich North America Corporate Law ("**COL**") established the Corporate Law *Pro Bono* Program on July 28, 2011 (the "***Pro Bono* Program**"). Since its inception, the *Pro Bono* Program has promoted the goals of (1) supporting individuals and organizations who receive the *pro bono* services, (2) enhancing the legal skills of COL members as well as exposing them to new areas of the law, (3) providing COL members with the opportunity to work more closely with their COL colleagues, and (4) helping COL members derive personal satisfaction by helping others.

II. **AUTHORITY AND SCOPE.** The *Pro Bono* Program maintains its authority under ZNA's General Counsel. COL members located in the United States of America and Canada may participate in the *Pro Bono* Program.

III. **PRO BONO PROGRAM COMMITTEE.** A committee of members in COL will administer the *Pro Bono* Program and report to the ZNA General Counsel (the "**Committee**"). The Committee shall hold meetings led by the Chairperson from time to time, as necessary. As of October 2017, the Committee is comprised of the following members:

Chairperson:	**Laura Lazarczyk**
Other members:	**Paul Andrulis** **David Bradford** **Brian Budzicz** **Murphy Burke** **Cathy Cahill** **Richard Da Costa** **Scott Patterson (Claims Legal)**

The Committee shall nominate additional or replacement members from time to time, as necessary, which shall be subject to the approval of the General Counsel.

IV. **COMMITTEE RESPONSIBILITIES.** The Committee shall do all of the following:

1. Administer the *Pro Bono* Program and report on the status of *pro bono* activities to the General Counsel and others, as appropriate.
2. Adopt and maintain a set of policy guidelines for the *Pro Bono* Program.
3. Recommend *pro bono* matters to members of COL and encourage participation by interested employees.

4. Designate pre-approved *pro bono* referral agencies.
5. Evaluate and resolve any conflicts arising under *pro bono* matters.
6. Ensure there is malpractice insurance for all *pro bono* matters in which a ZNA employee participates.
7. Arrange and publicize training opportunities for participating in the *Pro Bono* Program.

V. **ANNUAL REVIEW AND EVALUATION OF *PRO BONO* PROGRAM.** The Committee will conduct an annual review of the *Pro Bono* Program during the first quarter of each calendar year in order to evaluate Committee efforts and employee participation.

Pro Bono Policy, Guidelines and FAQ Corporate Law Department Zurich North America

Zurich American Insurance Company, Zurich Insurance Company Ltd (Canadian Branch), and their affiliates and subsidiaries ("**ZNA**" or the "**Company**") believe in good corporate citizenship and is committed to delivering when it matters. Through employee volunteers, corporate financial contributions, "A Time For Giving" and gift-matching, ZNA participates in many worthwhile endeavors by supporting the communities in which it maintains offices and where its employees live and work.

Policy

Consistent with ZNA's values and the needs of our communities, ZNA's Corporate Law Department ("**COL**") has established a *pro bono* program (the "**ZNA *Pro Bono* Program**"). COL encourages all attorneys, law interns, paralegals and administrative personnel in good standing to participate in *pro bono* service. Since the laws regarding the provision of *pro bono* legal services by lawyers vary across jurisdictions, this *Pro Bono* Policy outlines the program available to COL members located in the United States and Canada; however, licensed attorneys from other ZNA departments are welcome to participate.

Pro bono service not only benefits the individuals, organizations, and communities served, it also benefits each individual who provides such services, as well as the Company itself. Members of COL who undertake *pro bono* work have the opportunity to gain exposure to new areas of the law, work more closely with their ZNA colleagues, derive personal satisfaction from helping others, and become more involved in their communities. The Company benefits by expanding its awareness of the community and its needs, as well as enhancing the legal skills of COL.

Guidelines

Participation

Every member of ZNA's Corporate Law Department in good standing is in a position to make a valuable contribution to a *pro bono* project and is encouraged to do so. *Pro bono* work may be undertaken during the work week. Although *pro bono* work may be done during work hours, it is in addition to assigned responsibilities; client work must be completed. *Pro bono* matters must be handled with the same level of attention and competence as any other matter handled by members of COL. While participation in *pro bono* service is strongly encouraged, it is voluntary. No COL member will be penalized for a decision not to participate in a *pro bono* project.

Procedures

COL has established a *Pro Bono* Program Committee (the "**Committee**") to collectively perform various functions, including overseeing the ZNA *Pro Bono* Program, researching and screening referral agencies and organizations, ensuring that appropriate supervision and training is provided for all pro bono projects, advising COL members of approved available *pro bono* projects, monitoring and reporting the progress of the ZNA *Pro Bono* Program, and handling all operational and policy issues that may arise. The Committee shall meet to address policy issues, to review and revise the list of pre-approved sources of pro bono work, and to assess the progress of the ZNA *Pro Bono* Program.

The Pro Bono Workflow in the ZNA *Pro Bono* Program handbook summarizes the basic steps a COL member should follow in order to undertake a *pro bono* project. To take on a *pro bono* project from a pre-approved source, interested COL members should notify a member of the Program Committee of his or her desire, and discuss which project would be most appropriate. The attached Pro Bono Engagement Letter template should be reviewed and signed by a COL attorney; however, the attorney may make modifications to the template, as appropriate to the jurisdiction in which the *pro bono* services will take place.

The Committee also encourages COL members to bring to the Committee's attention any *pro bono* projects that do not come from a pre-approved source but are of particular interest. To do so, the member should send a brief memorandum about the proposed *pro bono* project to the Committee, providing all of the following: the name of the proposed client, the nature of the matter or project, an estimated time commitment, the schedule or deadlines, training needs, and any other relevant information. The Committee will promptly review the request and advise accordingly. Members of COL are also encouraged to suggest new groups that can become pre-approved *pro bono* sources.

Although referring organizations should help ensure that a potential client is screened for a possible conflict, the COL member should do so as well and bring any concerns to the Program Committee's attention. An attorney taking on a *pro bono* project should also undertake to identify and consider any potential legal/business issues or conflicts, including those of a more philosophical (e.g., political or religious) or policy-driven nature. Representation in a particular matter should not be undertaken until approval is received from the Chairperson. Likewise, employees must still comply with all applicable Conflict of Interest policies within Zurich, including responding to the annual Conflict of Interest form. Approval by the Committee does not in any way obviate the need to follow all other Zurich policies.

A COL member does not need approval of the Committee to engage in *pro bono* or volunteer work that is done entirely on that member's personal time; however, the COL member must screen the potential client for conflicts and bring any concerns to the Committee's attention.

Although COL supports participation in the ZNA *Pro Bono* Program, participants do not act as representatives or employees of ZNA with respect to the matters they undertake; and ZNA does not necessarily endorse positions taken on behalf of *pro bono* clients.

Timekeeping and Reporting

Sharing aspects of your experience may inspire others to take on a *pro bono* project, seek your guidance about a related issue, invite you to partner on a new project, or learn about the kind of connection you have made with a non-profit organization that may be in need of future *pro bono* support.

As applicable, participants should keep track of the time spent on *pro bono* projects in Tracker, as applicable, and provide the status and/or results of *pro bono* projects if requested. This information will be used for the purpose of providing a sense of the amount of time it takes to complete certain types of tasks, and will not be used to track individual performance; however, participant successes in the *pro bono* project may be publicized.

Teams

Time demands or the nature of a particular *pro bono* matter or project may require the involvement of more than one member of COL. The Committee can assist in identifying potential team members interested in undertaking *pro bono* work.

Role of support staff

As with any other work they are handling, lawyers doing *pro bono* work can utilize the assistance of the administrative assistants, paralegals and law interns; however, non-lawyers may also volunteer for *pro bono* projects and can often engage in substantive non-administrative work as part of a project, so long as it does not interfere with other responsibilities. If desired, support staff can be teamed with members of COL outside their usual group in order to enhance collaboration and collegiality across the entire department.

Malpractice Insurance

Generally, *pro bono* referral organizations should carry malpractice insurance that provides coverage for attorneys that undertake *pro bono* services. In addition, ZNA has obtained its own malpractice insurance coverage for *pro bono* projects in the United States. In Canada, malpractice insurance for *pro bono* is provided by LawPro. It is essential that the Committee be advised as early as possible in the event that a claim or disciplinary complaint is filed concerning a *pro bono* matter.

Jurisdiction

If a ZNA attorney is not licensed to practice in the state, province, or territory in which he or she wishes to do *pro bono* work, the attorney should consult the Committee. In a number of states, provinces, and territories, attorneys licensed in other jurisdictions are able to file an appearance in a *pro bono* matter. It is also possible to locate *pro bono* opportunities that do not require court appearances or otherwise require a license. In addition, lawyers not licensed to practice in a particular jurisdiction may team up with other ZNA attorneys who are so licensed.

Training and Support

Some ZNA-approved *pro bono* projects may require lawyers to work outside of their areas of expertise

and skill sets. In those instances, participants should seek out mentors or training programs to enable them to provide the most effective representation possible. The Committee can assist in identifying potential mentors or training programs.

- Mentors may be lawyers in private practice, lawyers employed by the *pro bono* and legal services agencies with whom we work, or, in some instances, other COL attorneys.
- Training Programs. *Pro bono* referral organizations and law firms sometimes offer to provide in-service training.

Continuing Legal Education (CLE) Credits in the US

In many states, attorneys can earn CLE credits for performing uncompensated legal services for clients unable to afford counsel by working with an approved *pro bono* CLE provider. Additionally, CLE credits may be awarded for certain training classes provided by organizations.

For example, in New York, credit for *pro bono* legal services is awarded in the following ratio: One (1) CLE credit hour for every six (6) 50-minute hours (300 minutes) of *pro bono* legal service. Ethics and professionalism credit hours are not available for participation in this CLE activity, but may be obtained by attending certain training classes given by approved CLE providers. A maximum of six (6) *pro bono* CLE credit hours may be earned during any one reporting cycle. There are certain requirements for obtaining these credits.

Continuing Professional Development (CPD) Requirement in Ontario, Canada

In Ontario, *pro bono* work is not considered to be an eligible educational activity for CPD hours. Ontario-licensed lawyers must complete their CPD hours through one of the approved education activities that are listed by the Law Society of Upper Canada.

FAQs

What is *pro bono* service?

Pro bono service is the rendering of professional legal services to persons or not-for-profit organizations with limited means, without the expectation of compensation. Such services may include incorporating a not-for-profit corporation, filing for tax-exempt status, contract drafting and negotiations, family law matters, healthcare matters, affordable housing initiatives, employee manuals, and benefit program matters.

What does the *Pro Bono* Program Committee do?

1. Implement the *Pro Bono* Policy and administer the ZNA *Pro Bono* Program.
2. Recommend *pro bono* matters in which the Company will participate that will encourage the largest participation of employees as possible.
3. Assist with ensuring that any conflicts are evaluated and appropriately resolved.
4. Assist with ensuring that malpractice insurance is provided for all *pro bono* matters in which employees participate.
5. Provide general oversight and support.
6. Ensure that training opportunities and opportunities for participating in the *pro bono* program are publicized.
7. Designate pre-approved *pro bono* referral agencies.
8. Report to the General Counsel and others, as appropriate, on the status of *pro bono* activities.

Do I need approval to take on a *pro bono* matter?

Yes, because ZNA needs to clear conflicts and ensure appropriate malpractice insurance is in place, and the Chairperson must approve each *pro bono* engagement.

In all situations in which a ZNA attorney undertakes a *pro bono* matter, that person is expected to be mindful of multi-jurisdictional practice issues and avoid ethical conflicts of interest as well as positional conflicts of interest. The latter are those that, while not necessarily presenting a direct ethical conflict, involve taking a position on an issue that may adversely affect ZNA's interests in other matters. Clearing a *pro bono* project for conflicts does not affect the COL member's obligations under the Group Policy on Conflicts of Interest and External Engagements and the North America Addendum on Conflicts of Interest.

Who may volunteer to work on a *pro bono* matter?

We encourage everyone (lawyer and non-lawyer) to participate in supporting this good cause, regardless of whether you have experience representing not-for-profit clients. Attorneys and others members of COL should provide *pro bono* representation only in connection with those matters that have been approved by the Committee.

The ZNA *Pro Bono* Program is not intended as a way for members of COL to handle "courtesy" or "accommodation" legal matters for other employees, family or friends.

How much time will it take to work on a *pro bono* matter?

The amount of time necessary to work on a *pro bono* matter varies, depending on the complexity of the matter, and is subject to manager approval. Individuals or teams should consider the time commitment expected in undertaking a *pro bono* project, and assume responsibility for seeing the matter through.

The ZNA Overtime Policy and the COL best practices apply to all pro bono work. Overtime is subject to manager discretion and requires pre-approval from a COL lawyer or manager.

Can I use Company resources in working on a *pro bono* matter?

Pro bono services may be provided during working hours, provided that such work does not interfere with other assigned responsibilities. *Pro bono* matters are considered to be Company work and as such, employees may use and rely upon all office equipment, supplies, mail services, research materials and other resources, to the same extent such items are relied upon in the normal performance of one's work. COL members may use Company facilities as appropriate to meet with *pro bono* clients.

Any expenses to be incurred on behalf of a *pro bono* client, including filing fees and client costs advanced, must be pre-approved by the Chair of the Committee. Every effort should be made to minimize expenses.

Arrangements with clients for reimbursements of court and agency filing fees will be made on terms that are consistent with the professional code of ethics. Waiver or suspension of fees for eligible clients will be sought where appropriate. Volunteers will identify and control such expenses to assure they remain within the budget.

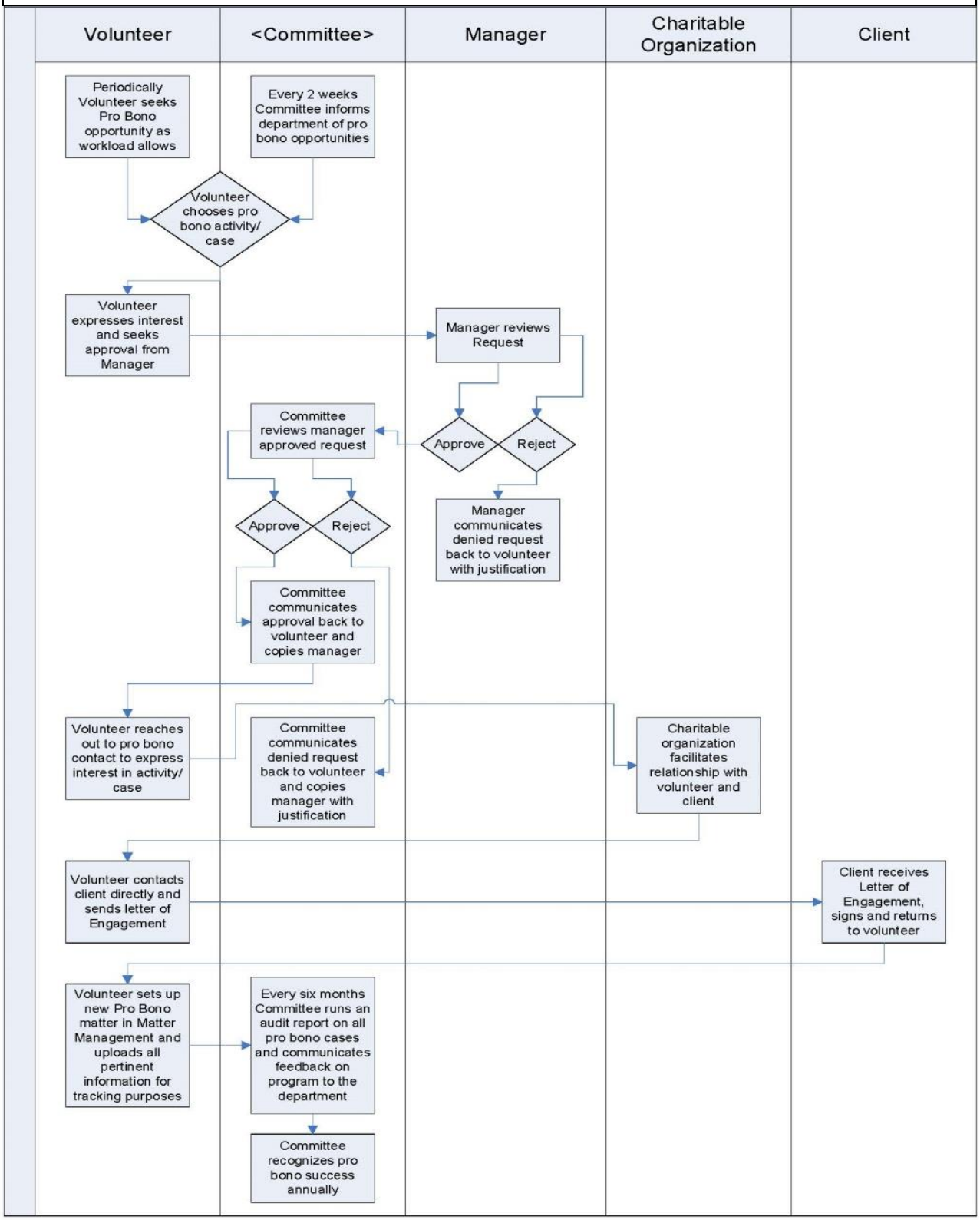
How should I identify myself when I provide *pro bono* services?

Participants may furnish their Zurich address, telephone number, fax number and e-mail address to third-parties in connection with a *pro bono* matter. Nonetheless, care should be taken not to convey the impression that ZNA is providing legal services. Participants should also be mindful as to how the relationship with a *pro bono* client is characterized by advising the client at the outset of the relationship that the participant is personally taking on the matter.

What should I do if I think there is a conflict resulting from a *pro bono* representation?

Please contact a member of the Committee as soon as possible. Also remember to ask a *pro bono* client before taking on the representation whether that client has: (1) brought, or intends to bring, a suit against the Company; or (2) been, or is aware that it may be, adverse to the Company in a suit.

ZNA Pro Bono Workflow



Pro Bono Engagement Letter

[Effective Date]

[Client Name]
[Client Address]
[Client City], [Client State] [Client Zip Code]

Dear **[Client Name]**:

This letter confirms the terms of our engagement and clarifies the nature and extent of the professional services we will provide. Please sign and return one copy of this letter to me at your earliest convenience.

1. *Identification of the Parties.* This agreement is made between **[Client Name]** ("Client") and **[Attorney Name]** ("Volunteer").

2. *General Nature of Assistance.* The scope of the project is outlined as follows:

[Please provide a specific and narrow description of project]

Client and Volunteer may agree at a later time to extend representation to another matter. Any such extension will be the subject of a separate written agreement between the parties. Volunteer cannot guarantee the success of any given matter, but will strive to represent Client's interests professionally and efficiently.

3. *Fees.* Volunteer agrees to undertake this representation on a pro bono basis, which means that the Volunteer will not charge professional fees in connection with this matter. **[OPTIONAL: However, Client agrees to assume responsibility for all agreed upon out-of-pocket expenses incurred during the project. The following fees/expenses are anticipated:]**

4. *Discharge of Volunteer*. Volunteer understands that Client may end this agreement at any time for any reason by notifying the Volunteer in writing.

5. *Withdrawal of Representation by Volunteer*. Client understands that Volunteer reserves the right to withdraw for any good cause permitted under applicable ethical rules or legal requirements, including without limitation from representing Client, after taking reasonable steps, including first giving Client notice of intention to withdraw. Volunteer may withdraw if in his or her judgment:

    a. Client does not cooperate with Volunteer or, by Client's conduct, makes it unreasonably difficult for Volunteer to carry out the representation effectively or efficiently; or
    b. Client insists that Volunteer engage in conduct that is contrary to the judgment and advice of Volunteer or is contrary to law; or
    c. Continued representation of Client would result in a violation of the rules of ethics and professional responsibility; or
    d. Client is no longer financially eligible for professional services free of charge because of a material change in Client's resources or alteration in Client's objectives.

6. *Disclaimer of Liability*. To the extent permitted by applicable law, Volunteer will not be liable to Client for any loss or damage whatsoever, whether direct or indirect, which arises in contract, tort, by statute or otherwise in connection with professional services save only to the extent that fraud or bad faith are applicable.

7. *Complete Agreement*. Client has read this agreement in its entirety before signing it. Client understands the terms of this agreement and agrees that it will apply throughout the course of the project. This writing represents the entire agreement between the parties.

I am pleased to have this opportunity to assist you and look forward to working with you.

Very truly yours,

[Name of Attorney]

Agreed to and accepted:

[Client Name]

By:_____

Date:_____