

CONTRACTOR ORIGINAL

Whatcom County Contract No.

202403028

CONTRACT FOR SERVICES Between Whatcom County and Tolin Law Firm

Tolin Law Firm, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,
Exhibit A (Scope of Work), pp. 14,
Exhibit B (Compensation), pp. 15,
Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of March 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2024.

The general purpose or objective of this Agreement is to: provide legal services in the matter of the resentencing of St v. Ryan Eugene Alexander (case #02-1-00527-9), as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 39,999.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of March, 20 24

CONTRACTOR:



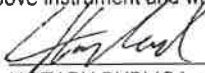
Anna Tolin, Tolin Law Firm

STATE OF WASHINGTON)

COUNTY OF King) ss.

On this 13 day of March, 2024, before me personally appeared Anna Tolin to me known to be the Owner (title) of Tolin Law Firm (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Notary Public
State of Washington
COLE HOGLUND
My Comm. Expires 10/01/2027
Commission # 23033475

 Cole Heglund
NOTARY PUBLIC in and for the State of Washington, residing at
Seattle, WA. My commission expires 10-01-2027

WHATCOM COUNTY:

Recommended for Approval:

[Signature] 3/20/24
Department Director Date

Approved as to form:

[Signature] for Kellen Kooistyn 3/20/24
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: [Signature] FOR ss
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 21st day of March 2024 before me personally appeared Tyler Schroeder, to me known to be the ^{Deputy} Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham. My commission expires 4/13/27.

CONTRACTOR INFORMATION:

Tolin Law Firm

Anna Tolin

Address:
1000 2nd Ave., #3140
Seattle, WA 98104
(206) 436 0630
anna@tolinfirm.com



GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

Contract for Services
[Insert more specific appellation]

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Personal Premises

General Liability & bodily injury \$500,000.00, per occurrence

2. Professional Liability

Professional Liability \$600,000.00 aggregate
 \$300,000.00 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

Contract for Services
[Insert more specific appellation]

3. Personal auto mobile Liability

\$500,000.00 per occurrence

4. Additional Insurance Requirements and Provisions:

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Contractor's insurance.
- c. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- d. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- e. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence.
- f. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- g. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided

herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment: *(Must be included in every contract as per Ord. 2021-016)*

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services: *(Must be included in every contract as per Ord. 2021-016)*

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Satpal Singh Sidhu, Whatcom County Executive

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Public Defender's office

[Attention: Julie Wiles]

Telephone: (360) 778-5646

Email: [jwiles@co.whatcom.wa.us]

Tolin Law Firm

[Attention: Anna Tolin]

Telephone: (206) 436-0630

Email: [anna@tolinfirm.com]

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

- 37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

Contract for Services
[Insert more specific appellation]

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

Tolin Law Firm agrees to provide professional attorney services for the purpose of the preparation and completion of the resentencing hearing in the matter of State v. Ryan Eugene Alexander cause #02-1000527-9.

The County reserves the right to assure that indigent clients referred to the Contractor hereunder receive proper representation and further reserves the right to review and investigate the quality of such representation and require the Contractor to assist in any such review or investigation. Nothing in this section shall be construed or applied in any manner such that it may violate the confidentiality of any privileged information.

Standards:

The Contractor agrees they shall abide by all Standards For Indigent Defense, as adopted by the Washington Supreme Court in 2012, specifically standards required by CrR 3.1/CrRLJ 3.1/JuCR 9.2 and the additional standards identified in State v. A.N.J., 168 Wash.2d 91 (2010) as indicated in part herein:

Standard 14. Qualifications of Attorneys

Standard 14.1 In order to assure that indigent accused receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications:

- A. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; and
- B. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area; and
- C. Be familiar with the Washington Rules of Professional Conduct; and
- D. Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State BAR Association; and
- E. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and
- F. Be familiar with mental health issues and be able to identify the need to obtain expert services; and
- G. Complete seven hours of continuing legal education within each calendar year in courses relating to their public defense practice.

EXHIBIT "B"
(COMPENSATION)

In consideration for the services described above, the County agrees to pay the Contractor's law firm for Anna Tolin's attorney services to perform such services as follows:

1. Legal representation, by AnnaTolin of Tolin Law Firm, for the preparation and completion of the resentencing hearing in the matter of State v. Ryan Eugene Alexander, cause #02-1000527-9. Anna Tolin's rate of pay is \$270.00 per hour and shall not exceed the sum of \$39,999.00: includes ordinary and usual costs of legal representation of a client, such as, but not limited to court hearings, telephone charges, postage and copies, at actual costs and travel costs.
 2. The cost of any expert, witnesses, interpreter, investigator, paralegal or other professional services must be approved in advance, in writing by the Director of the Public Defender's Office in connection with services performed hereunder. The Whatcom Public Defender's Office will contract separately with any other entity needed for this case.
 3. The contractor invoices for payment for services within 30 days of case competition to the Director of the Whatcom County Public Defender's Office in the form, manner and detail specified by that office, including but not limited to the provisions and requirements stated below:
 - a. The contractor shall submit an original and one copy of any invoice, including thereon:
 - b. This contract numbers
 - c. Case number
 - d. Name of client
 - e. Date and nature of services rendered
 4. The contractor Anna Tolin of Tolin Law may invoice for payment on a monthly basis if they so choose.
-

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Attached: Verification and policies for Professional Liability/Malpractice, Auto, and Personal Premises.



**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

Agency:
775233

Branch:
912

Policy Number:
652077309

Insurance is provided by Continental Casualty Company,
151 North Franklin Street Chicago IL 60606
A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS:

Tolin Law Firm
1000 2nd Avenue
Suite 3140
Seattle, WA 98104

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD:

Inception: 01/26/2024

Expiration: 01/26/2025

at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$300,000

Aggregate: \$600,000

Death or Disability and Non-Practicing

Each Claim: \$300,000

Extended Reporting Period Limit of Liability:

Aggregate: \$600,000

4. DEDUCTIBLES:

Inclusive of Claims Expenses

Aggregate: \$5,000

5. POLICY PREMIUM:

Annual Premium:

\$ 930.00

Total Amount:

\$ 930.00

Includes CNA Risk Control Credit of

\$- 75.00

Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), CNA-82437-XX (Ed. 06/2015), G-118016-ACC (Ed. 12/2011), G-118024-A (Ed. 04/2008), G-118029-A (Ed. 04/2008), G-118031-A (Ed. 04/2008), G-118039-A46 (Ed. 01/2012), G-118063-A46 (Ed. 05/2008), G-118064-A46 (Ed. 09/1996)

7. WHO TO CONTACT:

To report a claim:

CNA – Claims Reporting

P.O. Box 8317

Chicago, IL 60680-8317

Fax: 866-773-7504 / Online: www.cna.com/claims

Email: SpecialtyProNewLoss@cna.com

Lawyers Claim Reporting Questions: 800-540-0762



Authorized Representative

01/29/2024

Date



Continental Casualty Company
151 North Franklin Street
Chicago, IL -60606

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 652077309

Name of Each Lawyer
Anna Tolin



LAWYERS PROFESSIONAL LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE BOTH FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

I. INSURING AGREEMENT

A. Coverage

The **Company** agrees to pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** because of a **claim** that is both first made against the **Insured** and reported in writing to the **Company** during the **policy period** by reason of an act or omission in the performance of **legal services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. no **Insured** gave notice to a **prior insurer** of such **claim** or a **related claim**;
2. no **Insured** gave notice to a **prior insurer** of any such act or omission or **related act or omission**;
3. prior to the date an **Insured** first becomes an **Insured** under this Policy or became an **Insured** under the first policy issued by the **Company** (or its subsidiary or affiliated insurers) to the **Named Insured** or any **predecessor firm**, whichever is earlier, of which this Policy is a renewal or replacement, no such **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of such **claim**;
4. there is no other policy, whether primary, contributory, excess, contingent or otherwise, which provides insurance to any **Insured** for the **claim** based on or arising out of an act or omission in the performance of **legal services** by such **Insured** or by any person for whom such **Insured** is legally liable while "affiliated" with a firm other than the **Named Insured**. As used herein, "affiliated" includes acting as Of Counsel for a firm other than the **Named Insured**.

B. Defense

The **Company** shall have the right and duty to defend in the **Insured's** name and on the **Insured's** behalf a **claim** covered by this Policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as is deemed necessary by the **Company**. If a **claim** shall be subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

C. Settlement

The **Company** shall not settle a **claim** without the written consent of the **Named Insured**.

D. Exhaustion of limits

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **damages** or **claim expenses** or by any combination thereof or after the **Company** has deposited the remaining available limits of liability into a court of competent jurisdiction. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of liability - each **claim**

Subject to paragraph B. below, the limit of liability of the **Company** for **damages** and **claim expenses** for each **claim** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations for each **claim**.

B. Limit of liability - in the aggregate



The limit of liability of the **Company** for **damages** and **claim expenses** for all **claims** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations as the aggregate.

C. Deductible

The deductible amount stated in the Declarations is the total amount of the **Insured's** liability for all **claims** and applies to the payment of **damages** and **claim expenses** for **claims** first made and reported to the **Company** in writing during the **policy period**. The deductible shall be paid by the **Named Insured**, or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

If a **claim** is based on or arises out of the rendering of eleemosynary (pro bono) **legal services**, no deductible will apply but only where at the time of retention, there was approval by the appropriate committee or lawyer within the **Named Insured** that the matter would be handled without compensation.

D. Multiple insureds, claims and claimants

The limits of liability shown in the Declarations and subject to the provisions of this Policy is the amount the **Company** will pay as **damages** and **claim expenses** regardless of the number of **Insureds**, **claims** made or persons or entities making **claims**. If **related claims** are subsequently made against the **Insured** and reported to the **Company**, all such **related claims**, whenever made, shall be considered a single **claim** first made and reported to the **Company** within the **policy period** in which the earliest of the **related claims** was first made and reported to the **Company**.

E. Supplementary payments

Payments made under paragraphs 1., 2. and 3. below will not be subject to the deductible. All supplementary payments are in addition to the limits of liability.

1. Loss of Earnings

The **Company** will reimburse each **Insured** up to \$500 for loss of earnings for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, hearing or other alternative dispute resolution proceeding, including arbitration proceeding or mediation, involving a **claim** against such **Insured**, but in no event shall the amount payable hereunder exceed \$15,000 per **Insured** despite the number of days an **Insured** is in attendance, or the number of trials, hearings or arbitration proceedings that an **Insured** is required to attend. In no event shall the amount payable per **policy period** exceed \$50,000 despite the number of **Insureds** hereunder or the number of such proceedings.

2. Disciplinary Proceedings

The **Company** will reimburse the **Named Insured** up to \$50,000 for each **Insured** and all **Insureds** in the aggregate, for attorney fees and other reasonable costs, expenses or fees (the "Disciplinary Fees") paid to third parties (other than an **Insured**) resulting from any one **Disciplinary Proceeding** incurred as the result of a notice of such **Disciplinary Proceeding** both first received by the **Insured** and reported in writing to the **Company** either during the **policy period** or within 60 days after termination of the **policy period**, arising out of an act or omission in the rendering of **legal services** by such **Insured**. Except as set forth below, the amount payable hereunder shall not exceed \$100,000 despite the number of such proceedings.

In the event of a determination of **No Liability** of the **Insured** against whom the **Disciplinary Proceeding** has been brought, the **Company** shall reimburse such **Insured** for Disciplinary Fees, including those in excess of the \$50,000 cap set forth above, up to \$100,000. In no event shall the amount payable hereunder exceed \$100,000 despite the number of **Insureds** hereunder or the number of such proceedings.

3. Subpoena Assistance

In the event the **Insured** receives a subpoena for documents or testimony arising out of **legal services** rendered by the **Insured** and the **Insured** would like the **Company's** assistance in responding to the subpoena, the **Insured** may provide the **Company** with a copy of the subpoena and the **Company** will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** depositions, provided that:

- a. the subpoena arises out of a civil lawsuit to which the **Insured** is not a party; and
- b. the **Insured** has not been engaged to provide advice or testimony in connection with such lawsuit, nor has the **Insured** provided such advice or testimony in the past.

The **Company** will pay such attorney's legal fees excluding any disbursements. Any notice the **Insured** gives the **Company** of such subpoena shall be deemed notification of a potential **claim** under Section V.A. of this Policy.

4. Crisis Event Expense

The **Company** will reimburse the **Named Insured** up to \$20,000 for **Crisis Event Expenses** that result from a **Crisis Event** first occurring and reported in writing to the **Company** during the **policy period**.

5. Regulatory Inquiry

If, during the **policy period**, a state licensing board, self regulatory body, public oversight board or a governmental agency with the authority to regulate the **Insured's legal services** or any entity acting on behalf of such entities initiates an investigation of the **Insured** arising from an actual or alleged violation of a **privacy breach notice law** or any law referenced under the definition of **privacy injury and identity theft** that occurred in the rendering of **legal services** and which the **Insured** reports to the **Company** in accordance with Section V.A. of this Policy, the **Company** agrees to pay attorney fees, attorney costs and court costs (excluding such attorney fees and costs incurred as a result of services performed by the **Insured**) incurred in responding to the investigation. The maximum amount the **Company** will pay for such attorney fees and costs is \$20,000, regardless of the number of investigations or the number of **Insureds** who are subject to such investigations.

6. Medicare, Medicaid, and SCHIP Extension Act of 2007

Subject to the definition of **damages** set forth in Section III. DEFINITIONS of the Policy, the **Company** will reimburse the **Named Insured** for attorney fees and other reasonable costs or expenses incurred in responding to a demand pursuant to the recovery rights of the Centers for Medicare and Medicaid Services (CMS) under the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA). The maximum amount the **Company** will pay for such attorney fees, costs and expenses is \$25,000 per **policy period**, regardless of the number of such demands or the number of **Insureds** who are subject to such demands.

F. Risk Management Incentives

In the event that a **claim** is eligible for more than one Risk Management Incentive, the **Insured** shall receive the benefit of the highest deductible credit. In no way shall this section be construed to afford more than one Risk Management Incentive per **claim**.

1. Mediation

If mediation of a **claim** takes place either without institution of arbitration proceeding or service of suit or within sixty (60) days of the institution of such proceedings or service of suit, and such **claim** is ultimately resolved for an amount acceptable to the **Insured** and the **Company** by the process of mediation, the **Insured's** deductible, applying to the **claim**, will be reduced by 50%. In no event shall the amount of the deductible waived hereunder exceed \$25,000.

2. Engagement Letters



If the **Insured** utilized an engagement letter in connection with the **legal services** that are the subject of a **claim**, and such **claim** is otherwise covered under the Policy, then the **Insured's** deductible applying to such **claim** will be reduced by 50%, provided that the engagement letter:

- a. includes, at a minimum, the following information:
 - i. a specific description of the scope of **legal services** to be performed by the **Insured**;
 - ii. the identity of all clients for whom the **Insured** agreed to perform such **legal services**;
 - iii. the fee arrangement for such **legal services**; and
 - iv. a description of the **Named Insured's** file retention and destruction policy; and
- b. was signed by all clients identified in such engagement letter prior to the **Insured's** commencement of representation of such clients for the **legal services** described in the engagement letter, but in no event more than thirty (30) days after the commencement of such representation.

In no event shall the amount of the deductible waived hereunder exceed \$25,000.

G. Pre-claims Assistance

Until the date a **claim** is made, the **Company** may pay for all costs or expenses it incurs, at its sole discretion, as a result of investigating a potential **claim** that the **Insured** reports in accordance with Section V. CONDITIONS, Paragraph A, Notice, subparagraph 2, Notice of Potential **Claim**. Such payments are in addition to the limits of liability and not subject to the deductible.

III. DEFINITIONS

The following defined words shall have the same meaning throughout this Policy, whether expressed in the singular or the plural. Wherever appearing in bold print in this Policy:

"Bodily injury" means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; or mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person whether or not resulting from injury to the body, sickness, disease or death of any person.

"Claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services arising out of an act or omission, including **personal injury**, in the rendering of or failure to render **legal services**. **"Claim"** also means **privacy claims** and **client network damage claims**.

"Claim expenses" mean:

- A. fees charged by attorneys designated by the **Company** or by the **Insured** with the **Company's** written consent;
- B. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by the **Company**, or by the **Insured** with the written consent of the **Company**, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Company** to apply for or furnish any such bond;
- C. all costs taxed against an **Insured** in defense of a **claim**; and
- D. all interest on the entire amount of any judgment which accrues after entry of the judgment and before the **Company** has paid that part of the judgment which does not exceed the limits of liability stated in Section II A. above.

Claim expenses with respect to a **claim** will be paid first and payment will reduce the amount available to pay **damages**. **Claim expenses** do not include fees, costs or expenses of employees or officers of the **Company**, other than fees, costs and expenses charged by the **Company's** employed attorneys who may be designated to represent the **Insured**, with the **Insured's** prior consent. Nor shall **claim expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.

"Client network damage claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services alleging that a **security breach** or **electronic infection** caused **network damage** to a client's **network** in the rendering of **legal services**.

"Company" means the insurance company named in the Declarations.



"Computer virus" means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more **networks**, and cause:

- A. a computer code or programs to perform in an unintended manner;
- B. the deletion or corruption of electronic data or software; or
- C. the disruption or suspension of a **network**.

"Confidential commercial information" means information that has been provided to the **Insured** by another, or created by the **Insured** for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating the **Insured** to protect such information on behalf of another.

"Crisis event" means:

- A. death, departure or debilitating illness of a **Principal Insured**;
- B. dissolution of the **Named Insured**; or
- C. incident of workplace violence;

that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.

"Crisis event expenses" means reasonable fees, costs and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **Crisis Event**.

"Damages" mean judgments, awards and settlements (including pre-judgment interest), provided any settlements are negotiated with the assistance and approval of the **Company**. Notwithstanding anything to the contrary contained herein, **Damages** also include those amounts the court is permitted to impose on a debt collector as set forth in 15USC§1692k(a). **Damages** do not include:

- A. legal fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
- B. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule, including but not limited to awards under 18 U.S.C. §1961, et. seq., Federal Rules of Civil Procedure 11 or 28 U.S.C. §1927 and state statutes, regulations, rules or law so providing, and injuries that are a consequence of any of the foregoing;
- C. punitive or exemplary amounts;
- D. the multiplied portion of multiplied awards;
- E. injunctive or declaratory relief;
- F. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order.

"Denial of service attack" means an attack executed over one or more **networks** or the **Internet** that is specifically designed and intended to disrupt the operation of a **network** and render a **network** inaccessible to authorized users.

"Disciplinary Proceeding" means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **legal services**.

"Electronic infection" means the transmission of a **computer virus** to a **network**, including without limitation, such transmission to or from the **Named Insured's network**.

"Electronic information damage" means the destruction, deletion or alteration of any information residing on the **network** of any third party.

"Insured" means the **Named Insured**, **predecessor firm** and the persons or entities described below:

- A. any lawyer (including a government affairs advisor or lobbyist), partnership, professional corporation, professional association, limited liability company or limited liability partnership who is or becomes a partner, officer, director, stockholder-employee, associate, manager, member or **employee** of the **Named Insured** during the **policy period** shown in the Declarations;
- B. any lawyer previously affiliated with the **Named Insured** or a **predecessor firm** as a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm** at the time of such affiliation. The term "previously affiliated" as used herein does not include a lawyer who, during the **policy period** and

while affiliated with the **Named Insured**: a) voluntarily ceases, permanently and totally, the private practice of law; or b) dies or becomes **totally and permanently disabled**. Such an lawyer will be deemed to be an **Insured** under paragraph A. above;

- C. any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who acts as Of Counsel to the **Named Insured** or any non-employee independent contractor attorney to the **Named Insured**, but only for **legal services** rendered on behalf of the **Named Insured** and only if a fee insured or, in the event of a contingency fee, would have insured, to the **Named Insured**. No fee need insure to the **Named Insured** where eleemosynary (pro bono) **legal services** are rendered by such Of Counsel **Insured** where at the time of retention, there was approval by the appropriate committee or lawyer within the **Named Insured** that the matter would be handled without compensation. Any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who previously qualified as an **Insured** under paragraph A. above, but gave up the position of partner, officer, director, stockholder-employee, associate, manager, member or **employee** to act exclusively as Of Counsel to the **Named Insured**, will be deemed to be an **Insured** under paragraph A. above;
- D. any person who is a former or current employee, other than an employed lawyer, of the **Named Insured** or any **predecessor firm**, but solely for services performed by such person within the course and scope of their employment by the **Named Insured** or any **predecessor firm** and provided that the services in dispute are **legal services** of the **Named Insured** or any **predecessor firm**;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this Policy; and
- F. the spouse or domestic partner of an **Insured**, but only to the extent that such **Insured** is provided coverage under this Policy.

"Internet" means the worldwide public **network** of computers as it currently exists or may be manifested in the future, but **Internet** does not include the **Named Insured's network**.

"Legal services" mean:

- A. those services, including eleemosynary (pro bono) services, performed by an **Insured** for others as a lawyer, arbitrator, mediator, title agent or other neutral fact finder or as a notary public. Any title agency or company, on whose behalf the **Insured** acts as title agent or designated issuing attorney, is not an **Insured** under this Policy;
- B. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity and any investment advice given in connection with such services;
- C. those services performed by an **Insured** in the capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees;
- D. those services performed by an **Insured** as an expert witness, provided that such **Insured** was retained to offer expert opinion on issues related to the law, legal procedure or practice, or the legal profession; or
- E. those services performed by an **Insured** as an author or publisher of legal research papers or legal materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or compensation attributable per publication, presentation or seminar is less than \$25,000.

"Named Insured" means the persons and entities designated in the Declarations.

"Network" means a party's local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the **Internet**, telephone company networks, or other public infrastructure network.

"Network Damage" means:

- A. the unscheduled and unplanned inability of an authorized user to gain access to a **network**;
- B. **electronic information damage**; or
- C. the suspension or interruption of any **network**.

"Non-public personal information" means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.



"Personal injury" means an injury arising out of: false arrest, detention, or imprisonment; wrongful entry, or eviction, or other invasion of the right of private occupancy; libel, slander, or other disparaging or defamatory materials; a writing or saying in violation of an individual's right to privacy; malicious prosecution or abuse of process.

"Policy period" means the period of time between the inception date and time shown in the Declarations and the date and time of termination, expiration or cancellation of this Policy.

"Predecessor firm" means any sole proprietorship, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership engaged in **legal services** and:

- A. to whose financial assets and liabilities the firm listed as the **Named Insured** in the Declarations is the majority successor in interest;
- B. of which the **Named Insured** retained 50% or more of the lawyers; or
- C. was previously deemed to be a predecessor firm under the lawyers professional liability policy issued by the **Company** immediately preceding this Policy.

"Principal Insured" means an **Insured** member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, risk manager or in-house general counsel of the **Named Insured**.

"Prior insurer" means an insurer, including the **Company** and any subsidiary or affiliate of the **Company**, who has issued a lawyers professional liability insurance policy that is applicable to a **claim**, such policy having an inception date prior to the **policy period**.

"Privacy breach notice law" means any statute or regulation that requires an entity who is the custodian of **non-public personal information** to provide notice to individuals of any actual or potential privacy breach with respect to such **non-public personal information**. **Privacy breach notice laws** include Sections 1798.29 and 1798.82-1798.84 of the California Civil Code (formerly S.B. 1386) and other similar laws in any jurisdiction.

"Privacy claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services and alleging **privacy injury and identity theft** that occurred in the rendering of **legal services**.

"Privacy injury and identity theft" means:

- A. any unauthorized disclosure of, inability to access, or inaccuracy with respect to, **non-public personal information** in violation of:
 - 1. the **Named Insured's privacy policy**; or
 - 2. any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of **non-public personal information**, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.
- B. the **Insured's** failure to prevent **unauthorized access** to **confidential commercial information**;

"Privacy policy" means the **Named Insured's** policies in written or electronic form that:

- A. govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **non-public personal information**; and
- B. the **Insured** provides to its clients, customers, employees or others who provide the **Insured** with **non-public personal information**.

"No Liability" means that with respect to an **Insured** who is the subject of a **Disciplinary Proceeding**, there is a:

- A. final determination of no liability;
- B. a determination of no further action; or
- C. the matter is abandoned by the disciplinary authority.

In no event shall the term **"No Liability"** apply to a **Disciplinary Proceeding** for which a settlement has occurred.

"Related acts or omissions" mean all acts or omissions in the rendering of **legal services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

"Related claims" mean all **claims** arising out of a single act or omission or arising out of **related acts or omissions** in the rendering of **legal services**.



"Security breach" means the failure of the **Named Insured's network** hardware, software, firmware, the function or purpose of which is to:

- A. identify and authenticate parties prior to accessing the **Named Insured's network**;
- B. control access to the **Named Insured's network** and monitor and audit such access;
- C. protect against **computer viruses**;
- D. defend against **denial of service attacks** upon the **Named Insured** or unauthorized use of the **Named Insured's network** to perpetrate a **denial of service attack**; or,
- E. ensure confidentiality, integrity and authenticity of information on the **Named Insured's network**.

"Totally and permanently disabled" means that an **Insured** is so disabled as to be wholly prevented from rendering **legal services** provided that such disability:

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

"Unauthorized access" means any accessing of information in the **Insured's** care, custody or control by unauthorized persons or by authorized persons accessing or using such information in an unauthorized manner.

Unauthorized access also includes:

- A. theft from the **Insured** of any information storage device used by the **Insured** to:
 - 1. store and retrieve information on the **Insured's network**; or
 - 2. transport information between the **Insured** and authorized recipients;
- B. any unauthorized use by the **Insured** of information in the **Insured's** clients' care, custody or control if accessed by the **Insured** in the course of rendering **legal services**.

IV. EXCLUSIONS

This Policy does not apply:

A. Intentional Acts

to any **claim** based on or arising out of any dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by an **Insured** except that:

- 1. this exclusion shall not apply to **personal injury**;
- 2. the **Company** shall provide the **Insured** with a defense of such **claim** unless or until the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the **Company's** rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**;
- 3. this exclusion will not apply to any **Insured** who is not found to have personally committed the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by any trial verdict, court ruling, or regulatory ruling.

B. Bodily Injury/Property Damage

to any **claim** for **bodily injury**, or injury to, or destruction of, any tangible property, including the loss of use resulting therefrom except that this exclusion of **bodily injury** does not apply to mental injury, mental anguish, mental stress, humiliation or emotional distress caused by **personal injury**;

C. Status as Beneficiary or Distributee

to any loss sustained by an **Insured** or **claim** made against an **Insured** as beneficiary or distributee of any trust or estate;

D. Contractual Liability

to any **claim** based on or arising out of an **Insured's** alleged liability under any oral or written contract or agreement, unless such liability would have attached to any **Insured** in the absence of such agreement;

E. Insured vs. Insured



to any **claim** by or on behalf of an **Insured** under this Policy against any other **Insured** hereunder unless such **claim** arises out of **legal services** by an **Insured** rendered to such other **Insured** as a client;

F. Capacity as Director, Officer, Fiduciary

to any **claim** based on or arising out of an **Insured's** capacity as:

1. a former, existing or prospective officer, director, shareholder, partner, manager or member (or any equivalent position) of any entity if such entity is not named in the Declarations; or
2. a trustee of a pension, welfare, profit-sharing, mutual or investment fund or investment trust; or
3. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law;

except that this exclusion does not apply to a **claim** based on or arising out of an **Insured's** capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees.

G. Capacity as Public Official

to any **claim** based on or arising out of an **Insured's** capacity as a public official or an employee or representative of a governmental body, subdivision or agency unless such **Insured** is deemed as a matter of law to be a public official or employee or representative of such entity solely by virtue of rendering **legal services** to it;

H. Owned Entity

to any **claim** based on or arising out of **legal services** performed, directly or indirectly, for any entity not named in the Declarations, if at the time of the act or omission giving rise to the **claim**, the percentage of ownership interest, direct or indirect, in such entity by any **Insured**, or an accumulation of **Insureds**, exceeded 10%.

V. CONDITIONS

A. Notice

1. Notice of **Claims**

The **Insured**, as a condition precedent to the obligations of the **Company** under this Policy, shall as soon as reasonably possible after learning of a **claim** give written notice to the **Company** during the **policy period** of such **claim**. The **Company** agrees that the **Insured** may have up to, but not to exceed, sixty (60) days after the Policy expiration to report a **claim** made against the **Insured** during the **policy period** if the reporting of such **claim** is as soon as reasonably possible.

2. Notice of Potential **Claims**

If during the **policy period** the **Insured** becomes aware of any act or omission that may reasonably be expected to be the basis of a **claim** against the **Insured** and gives written notice to the **Company** of such act or omission and the reasons for anticipating a **claim**, with full particulars, including but not limited to:

- a. the specific act or omission;
- b. the dates and persons involved;
- c. the identity of anticipated or possible claimants;
- d. the circumstances by which the **Insured** first became aware of the possible **claim**,

then any such **claim** that arises out of such reported act or omission and that is subsequently made against the **Insured** and reported to the **Company** shall be deemed to have been made at the time such written notice was given to the **Company**.



B. Reimbursement of the Company

Subject always to the **Insured's** right to consent to settlement, as set forth in Section I. INSURING AGREEMENT, paragraph C, Settlement, if the **Company**, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the deductible, the **Named Insured**, or upon the **Named Insured's** failure to pay, the **Insureds**, jointly and severally, shall be liable to the **Company** for any and all such amounts and, upon demand, shall pay such amounts to the **Company**.

C. Territory

This Policy applies to an act or omission taking place anywhere in the world, provided that the **claim** is made and suit is brought against the **Insured** within the United States of America, including its territories, possessions, Puerto Rico or Canada.

D. Other insurance

If there is other insurance that applies to the **claim**, this insurance shall be excess over such other valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. When there is such other insurance, the **Company** will pay only its share of the amount of any **damages** and **claim expenses**, if any, that exceed the sum of:

1. the total amount that all such other insurance would pay for with respect to such **claim** in the absence of this insurance; and
2. the total of all deductible and self-insured amounts under all that other insurance.

This paragraph does not apply to any other insurance that was bought specifically to apply in excess of the Limits of Liability shown in the Declarations of this Policy.

When this insurance is excess, the **Company** will have no duty under this Policy to defend the **Insured** against any **claim** if any other insurer has a duty to defend the **Insured** against that **claim**. If no other insurer defends, the **Company** will undertake to do so, but it will be entitled to the **Insured's** rights against all those other insurers.

E. Assistance and cooperation of the Insured

1. The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a **claim**.
2. The **Insured** shall assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Insured** in connection with a **claim**.
3. The **Insured** shall not, except at its own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the consent of the **Company**.

F. Action against the Company

No action shall lie against the **Company** by any third party, unless, as a condition precedent thereto:

1. there shall have been full compliance with all the terms of this Policy; and
2. the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to any action against an **Insured**, nor shall the **Company** be impleaded by the **Insured** or his legal representative.



G. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

H. Subrogation

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

I. Changes

Notice to any of the **Company's** agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy. It also will not prevent the **Company** from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement, signed by the **Company**, issued to form a part of this Policy.

J. Assignment

No assignment of interest of the **Insured** under this Policy shall be valid, unless the written consent of the **Company** is endorsed hereon.

K. Cancellation/ Nonrenewal

1. This Policy may be canceled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by written notice to the **Company** stating at what future date cancellation is to be effective.
2. The **Company** may cancel or non-renew this Policy by written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least sixty (60) days before cancellation or non-renewal is to be effective. If the **Company** cancels this Policy because the **Insured** has failed to pay a premium when due or has failed to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible, this Policy may be canceled by the **Company** by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The time of surrender of this Policy or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
3. If the **Company** cancels this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** shall retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions shall not constitute a refusal to renew.

L. Entire contract

By acceptance of this Policy the **Insured** agrees that:

1. all of the information and statements provided to the **Company** by the **Insured** are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Insureds**;
2. this Policy is issued in reliance upon the **Insured's** representations;
3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company** (all of which are deemed to be incorporated herein) embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and



4. the misrepresentation of any material matter by the **Insured** or the **Insured's** agent will render this Policy null and void and relieve the **Company** from all liability herein.

M. **Named Insured** sole agent

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this Policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any right under this Policy.

N. Liberalization

If the **Company** adopts any revision that would broaden coverage under this policy form G-118011-A without additional premium at any time during the **policy period**, the broadened coverage will immediately apply to this Policy except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

O. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the **Company** or its authorized representative. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given and proof of mailing shall be sufficient proof of notice.

P. Trade and Economic Embargoes

This policy does not provide coverage for **Insureds**, transactions or that part of **damages** or **claims expenses** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

VI. **EXTENDED REPORTING PERIODS**

As used herein, "**extended reporting period**" means the period of time after the end of the **policy period** for reporting **claims** that are made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission that occurred prior to the end of the **policy period** and is otherwise covered by this Policy.

A. Automatic **extended reporting period**

If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, the **Company** will provide to the **Named Insured** an automatic, non-cancelable **extended reporting period** starting at the termination of the **policy period** if the **Named Insured** has not obtained another policy of lawyers professional liability insurance within sixty (60) days of the termination of this Policy. This automatic extended reporting period will terminate after sixty (60) days.

B. Optional **extended reporting period**

1. If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** shall have the right to purchase an optional **extended reporting period**. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **policy period** by providing:
 - a. written notice to the **Company**; and
 - b. with the written notice, the amount of additional premium described below.
2. The additional premium for the optional **extended reporting period** shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be for one (1) year at 100% of such premium; two (2) years at 150% of such premium; three (3) years at 175% of such premium; six (6) years at 225% of such premium; or, for an unlimited period at 250% of such premium.
3. The premium for the optional **extended reporting period** is due on its effective date. This optional **extended reporting period** is non-cancelable and the entire premium shall be deemed fully earned at its commencement without any obligation by the **Company** to return any portion thereof.

C. Death or disability **extended reporting period**

1. If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**, such **Insured** shall be provided with a death or disability **extended reporting period** as provided below.
 - a. In the event of death, such **Insured's** estate, heirs, executors or administrators must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with written proof of the date of death.
 - b. If an **Insured** becomes **totally and permanently disabled**, such **Insured** or **Insured's** legal guardian must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced, certified by the **Insured's** physician. The **Company** retains the right to contest the certification made by the **Insured's** physician, and it is a condition precedent to this coverage that the **Insured** agree to submit to medical examinations by any physician designated by the **Company** at the **Company's** expense. This **extended reporting period** is provided until such **Insured** shall no longer be **totally or permanently disabled** or until the death of such **Insured** in which case subparagraph a. hereof shall apply.
2. No additional premium will be charged for any death or disability **extended reporting period**.

D. Non-practicing **extended reporting period**

1. If an **Insured** retires or otherwise voluntarily ceases, permanently and totally, the "private practice of law" during the **policy period** and has been continuously insured by the **Company** for at least three (3) consecutive years, then such **Insured** shall be provided with an **extended reporting period** commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**.
2. This **extended reporting period** is provided until such **Insured** shall resume the "private practice of law" or until the death of such **Insured** in which case subparagraph C.1.a. hereof shall apply.
3. No additional premium will be charged for any non-practicing **extended reporting period**.

As used herein, the "private practice of law" means the practice of law performed by an **Insured** for a fee, including hourly, contingent or lump sum, as a sole practitioner or as a partner, officer, director, stockholder-employee, associate, manager, member or employee, of a law firm, or any agreement to act as an independent contractor or "Of Counsel" to a law firm. "Private practice of law" does not include the practice of law by an **Insured** on an eleemosynary (a pro bono) basis or services performed by an **Insured** solely as a mediator or arbitrator.

E. **Extended reporting periods** limits of liability and deductibles

1. Automatic and optional **extended reporting periods** limits of liability and deductibles
 - a. Where the **Company** has the right to nonrenew or cancel this Policy, and it exercises that right, then the **Company's** liability for all **claims** reported during the automatic and optional **extended reporting periods** shall be part of and not in addition to the limits of liability for the **policy period** as set forth in the Declarations and Section II.A. and B. of this Policy. The deductible applicable to such **claims** shall be part of and not in addition to the deductible as set forth in the Declarations and Section II.C. of this Policy.
 - b. If this Policy is canceled by the **Named Insured** or if the **Company** offers to renew this Policy, and the **Named Insured** refuses such renewal offer, then the **Company's** liability for all **claims** reported during the automatic and optional **extended reporting periods** shall be reinstated to the limits of liability applicable to this Policy as set forth in the Declarations and Section II.A. and B. of this Policy. The deductible applicable to such **claims** shall be reinstated to an amount equal to the deductible as set forth in the Declarations and Section II.C. of this Policy.
2. Separate death or disability and non-practicing **extended reporting period** limits of liability

a. Limit of Liability - Each "Claim"

Subject to paragraph B. below, the **Company's** limit of liability for each **claim** first made against the **Insured** and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period** shall not exceed the amount stated in the Declarations as the "Each **Claim** Death or Disability and Non-Practicing **extended reporting period** limit of liability".

b. Limit of Liability - In the Aggregate

The limit of liability of the **Company** for all **claims** first made against the **Insured** and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period** shall not exceed the amount stated in the Declarations as the "Aggregate Death or Disability and Non-Practicing **extended reporting period** limit of liability".

c. No Deductible

No deductible shall apply to **claims** first made against the **Insured** and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period**.

F. Elimination of right to any **extended reporting period**

There is no right to any **extended reporting period**:

1. if the **Company** shall cancel or refuse to renew this Policy due to:
 - a. non-payment of premiums; or
 - b. non-compliance by an **Insured** with any of the terms and conditions of this Policy; or
 - c. any misrepresentation or omission in the application for this Policy; or,
2. if during the **Policy Period** such **Insured's** right to practice law is revoked, suspended or surrendered at the request of any regulatory authority for reasons other than that the **Insured** is **totally and permanently disabled**.

G. **Extended reporting period** not a new policy

It is understood and agreed that the **extended reporting period** shall not be construed to be a new policy and any **claim** submitted during such period shall otherwise be governed by this Policy.

VII. HEADINGS

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, the **Company** has caused this Policy to be executed by its Chairman and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman



Secretary





SPECIALIZATION ENHANCEMENT ENDORSEMENT

It is understood and agreed that:

I. A claim expenses limit of liability is added to the Policy, as follows:

- A.** The Item on the Declarations entitled **LIMITS OF LIABILITY** is amended to delete the phrase "*Inclusive of claim expenses.*"
- B.** The Section of the Policy entitled **DEFINITIONS** is amended by the addition of the following new definition:

Damages limit of liability means the limit of liability applicable to **damages**, and, upon exhaustion of the **claim expenses** limit of liability, to **claim expenses**.

- C.** The Section of the Policy entitled **INSURING AGREEMENT**, the subsection entitled **Exhaustion of limits**, is deleted in its entirety and replaced by the following:

Exhaustion of limits

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** or pay any **damages** or **claim expenses**, if the **damages limit of liability** has been exhausted by the payment of **damages**, payment of **claim expenses** as set forth in paragraph I.D.2. of this endorsement, or the payment of both **damages** and **claim expenses**; or after the **Company** has deposited the remaining available **damages limits of liability** into a court of competent jurisdiction, even if any **claim expenses** limit of liability remains. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of such investigation, defense or settlement of the **claim** to the **Insured**.

- D.** The Section of the Policy entitled **LIMITS OF LIABILITY AND DEDUCTIBLE** is amended as follows:

- 1.** The paragraphs entitled **Limit of liability – each claim** and **Limit of liability – in the aggregate** are deleted in their entirety and replaced by the following:

Damages limit of liability - each claim

Subject to the aggregate **damages limit of liability** set forth below, the limit of liability of the **Company** for **damages** for each **claim** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations for each **claim**.

Damages limit of liability - in the aggregate

The limit of liability of the **Company** for **damages** for all **claims** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations as the aggregate.

- 2.** The following new paragraph is added:

Claim expenses limit of liability – in the aggregate

The limit of liability of the **Company** for the payment of **claim expenses** for all **claims** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the lesser of \$500,000 or an amount equal to fifty percent (50%) of the each **claim** limit of liability stated on the Declarations. **Claim expenses** under the Policy shall first be applied to such **claim expenses** aggregate limit of liability. If and when such aggregate limit of liability for **claim**



expenses is exhausted by payment of **claim expenses**, then and in that event only shall any remaining **claim expenses** be applied to the applicable **damages limits of liability**.

E. Paragraphs I.A. through I.D. of this endorsement shall not apply if another endorsement attached to this Policy provides for the payment of **claim expenses** outside of the limits of liability stated in the Declarations or sets forth a **claim expenses** limit of liability that is separate from the limits of liability stated in the Declarations.

II. The Section of the Policy entitled INSURING AGREEMENT, the subsection entitled Defense, is deleted in its entirety and replaced by the following:

Defense

The **Company** shall have the right and duty to defend in the **Insured's** name and on the **Insured's** behalf a **claim** covered by this Policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** and the **Named Insured** shall mutually agree on the appointment of counsel selected from the **Company's** list of Lawyers Professional Liability preferred counsel to investigate and to defend a **claim**. If a **claim** shall be subject to arbitration or mediation, the **Company** and the **Named Insured** shall mutually agree on the choice of arbitrators or mediators and in the conduct of any arbitration or mediation proceeding involving a **claim** covered by the Policy. Either party's agreement to defense counsel, mediators or arbitrators shall not be unreasonably withheld.

III. The Section of the Policy entitled LIMITS OF LIABILITY AND DEDUCTIBLE, the subsection entitled Risk Management Incentives, the paragraph entitled Mediation, is deleted in its entirety and replaced by the following:

Early Resolution:

If a **claim** is settled or finally resolved within 364 days of the reporting of such **claim** to the **Company**, for an amount recommended to the **Insured** by the **Company**, then the **Insured's** deductible, applying to the **claim**, will be reduced by 50%. In no event shall the amount of the deductible waived hereunder exceed \$25,000.

However, the deductible will not be waived if the **claim** is resolved after the commencement of:

- a. a trial in a court of law; or
- b. the first motion for a motion for summary judgment by any party has been filed in a court of law; or
- c. the first evidentiary hearing in binding arbitration of the **Claim**.

To the extent this provision is applicable and the **Insured** has paid more than 50% of the deductible, the **Company** will reimburse the **Insured** the amount paid in excess of 50% of the deductible within 60 days of the final resolution of the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



EACH CLAIM DEDUCTIBLE ENDORSEMENT

In consideration of a premium credit, it is understood and agreed that Item 4 of the Declarations is deleted in its entirety and replaced with the following:

4. DEDUCTIBLE: Each **claim**: \$5000 (inclusive of **claims expenses**)

It is further understood and agreed that Section II, LIMITS OF LIABILITY AND DEDUCTIBLE, the first paragraph of letter C. entitled Deductible, is deleted in its entirety and replaced with the following:

C. Deductible - Each **Claim**

The deductible amount stated in the Declarations for "each **claim**" applies to each and every **claim** made against an **Insured**. It shall be paid by the **Named Insured** and applies to the payment of **damages** and **claims expenses** for **claims** both first made against the **Insured** and reported to the **Company** in writing during the **policy period**. In the event the **Named Insured** fails to pay, the deductible shall be paid jointly and severally by all **Insureds**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NAMED INDIVIDUAL RETROACTIVE DATE ENDORSEMENT

It is understood and agreed that no coverage is afforded under this Policy for any **claims** by reason of an act or omission committed by any person listed below that occurred prior to date listed opposite such person .

Person
Anna Tolin

Date
01/26/2019

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



RETROACTIVE EXCLUSION CLAUSE ENDORSEMENT

It is understood and agreed that Section I, Insuring Agreement, Paragraph A., Coverage, is amended to include a new subparagraph as follows:

- The act or omission occurred on or after 01/26/2019.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



OFFICE SHARING EXCLUSION ENDORSEMENT

It is understood and agreed that Section III, DEFINITIONS, definition of **Insured**, is amended by the addition of the following:

Insured does not include those persons or entities who have no oral or written partnership, shareholder or employment agreement with the **Named Insured** and who:

- a. share office space with the **Named Insured**; and
- b. are deemed to be partners, officers, directors, employees, associates, managers or members of the **Named Insured** solely by operation of law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



LAWYERS PROFESSIONAL LIABILITY POLICY

AMENDMENT OF TERMINATION PROVISIONS -WASHINGTON

It is understood and agreed that Condition K. Cancellation/Nonrenewal is deleted and replaced in its entirety by the following:

K. Cancellation and Nonrenewal

1. Cancellation

- a. This Policy may be canceled by the **Named Insured** by surrendering it to the **Company** or producer. The **Named Insured** may also cancel the Policy by verbal or written notice by mail, fax or e-mail to the **Company** or producer, stating at what future date cancellation is to be effective.

If the **Company** receives notice of cancellation from the **Named Insured**, it must accept and promptly cancel the policy issued as evidence of coverage effective the later of:

(i) The date notice is received; or

(ii) The date the insured requests cancellation.

- b. The **Company** may cancel this Policy by mailing or by delivering a written notice of cancellation, stating the reason for cancellation, to the **Named Insured** and its agent, if any, at the addresses last known to the **Company**. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing. Written notice shall be provided at least 45 days prior to the effective date of cancellation.
- c. If the **Company** cancels the Policy due to nonpayment of premium, the **Company** will mail or deliver written notice of cancellation to the **Named Insured** at least 10 days prior to the effective date of cancellation.
- d. If the **Company** cancels the Policy due to failure to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible, the **Company** will mail or deliver written notice of cancellation to the **Named Insured** at least 45 days prior to the effective date of cancellation.
- e. Notice of cancellation must also be mailed or delivered to each mortgagee, pledgee or other person shown by the policy to have an interest in any claim which may occur thereunder at the last mailing address known to the **Company**.
- f. If the **Company** cancels this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** shall retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

2. Nonrenewal

- a. If the **Company** elects to nonrenew this Policy, the **Company** will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to all **Named Insureds** and their agent, if any, at the addresses last known to the **Company**, at least 45 days prior to the expiration date of this Policy, or anniversary date of this Policy if this Policy has been written for a term of more than one year. Delivery of such written notice by the **Company** shall be equivalent to mailing.



- b. If notice of nonrenewal is not provided pursuant to this Condition, the **Company** will renew this Policy unless the **Named Insured** fails to pay the renewal premium after the **Company** has expressed its willingness to renew, including a statement of the renewal premium to the **Named Insured** and its agent, if any, at least 20 days prior to the expiration date; or other coverage acceptable to the Insured has been procured prior to the expiration date of the Policy.
- c. The offering of terms and conditions different from the expiring terms and conditions does not constitute a refusal to renew.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



LAWYERS PROFESSIONAL LIABILITY POLICY PROGRAM

AMENDATORY ENDORSEMENT- WASHINGTON

- I. It is understood and agreed that Section V. **CONDITIONS** subsection **H. Subrogation** is deleted in its entirety and replaced with the following:

H. Subrogation

In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insureds'** rights of recovery thereof against any person or organization, but only after the **Insured** have been made whole and are fully compensated for any Loss. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The **Insured** shall do nothing to prejudice such rights.

- II. It is understood and agreed that Section V. **CONDITIONS** subsection **M. Named Insured Sole agent** is deleted in its entirety and replaced with the following:

M. Named Insured Sole agent

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this Policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any right under this Policy.

However, notice of cancellation must also be mailed or delivered to each mortgagee, pledgee or other person shown by the policy to have an interest in any claim which may occur thereunder at the last mailing address known to the **Company**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



INSURANCE IN TOUCH WITH BUSINESS

CONTINENTAL CASUALTY COMPANY
CNA PLAZA
CHICAGO, ILLINOIS 60685

LAWYERS PROFESSIONAL LIABILITY POLICY
AMENDATORY ENDORSEMENT - EXTENDED REPORTING PERIODS
WASHINGTON

It is understood and agreed that Extended Reporting Periods Subsection F. Elimination of right to any extended **reporting period** is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

POLICY NO.652077309

THIS ENDORSEMENT FORMS A PART OF THE ABOVE REFERENCED POLICY, AND TAKES EFFECT ON THE EFFECTIVE DATE AND HOUR OF SAID POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW, AND EXPIRES CONCURRENTLY WITH SAID POLICY.

ISSUED TO: TOLIN LAW FIRM

**EFFECTIVE DATE
OF THIS ENDORSEMENT 01/26/2024**

Complete only when this Endorsement is not prepared with the Policy or is not to be effective with the Policy

Countersigned by _____

AUTHORIZED REPRESENTATIVE

RICE INSURANCE
1400 BROADWAY
BELLINGHAM, WA 98225
NAIC Company Code: 24260



Policy Number: 75945983

Underwritten by:
Progressive Casualty Insurance Co
Policyholders:
Anna Tolin
James Tolin
Page 1 of 2
March 13, 2024

RICE INSURANCE

1-360-734-1161

Contact your agent for personalized service.

Customer Service

1-800-876-5581

24 hours a day, 7 days a week

Verification of Insurance for

Anna Tolin and James Tolin

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of the policies.

Please accept this letter as verification of insurance for this policy.

Policy and driver information

Policy number:	75945983
Policy state:	Washington
Policy period:	Feb 28, 2024 - Aug 28, 2024
There was no lapse in coverage during this policy period.	
Effective date:	Feb 28, 2024
Drivers:	Anna Tolin James Tolin
Address:	5114 171st Ave SE Snohomish, WA 98290

Vehicle information

Vehicle:	2022 VOLVO XC90
Vehicle identification number:	YV4A22PK2N1785136
Lienholder:	VOLVO CAR FIN SVCS PO Box 390509 MINNEAPOLIS, MN 55439

Coverage information

Liability To Others		
Bodily Injury and Property Damage Liability	\$500,000 combined single limit each accident	
Additional Personal Injury Protection	\$35,000	Deductible: \$0
Comprehensive	Actual Cash Value	Deductible: \$500
Collision	Actual Cash Value	Deductible: \$500

Policy Number: 75945983

Underwritten by:
Progressive Casualty Insurance Co
Policyholders:
Anna Tolin
James Tolin
Page 2 of 2
March 13, 2024

Additional interest

VOLVO CAR FIN SVCS
PO Box 390509
MINNEAPOLIS, MN 55439

AMERICAN STRATEGIC INSURANCE CORP
P.O. Box 33018
St.Petersburg, FL 33733-8018



Premium Notice

ANNA TOLIN AND JAMES TOLIN
5114 171ST AVE SE
SNOHOMISH, WA 98290-4642

Agent ID: 511347
RICE INSURANCE
1400 BROADWAY
BELLINGHAM, WA 98225
(360) 734-1161

Policy Type: Renters
Policy Period: 02/22/2024
Policy Number: WAA234437
Property Address: 5114 171ST AVE SE
SNOHOMISH, WA 98290-4642

Notice Date: 02/21/2024

Dear Policyholder,

According to our records, a payment is due on your policy. To maintain your coverage, please pay the minimum amount due shown below.

As a reminder, you can save money by paying the total amount due and avoiding the service fees included with each installment payment.

If you've already made this payment, please contact your agent to verify that it has been posted to your account. For your convenience, your agent's contact information is listed above.

If the amount due shown below is \$0.00, please disregard this notice.

Thanks for choosing Progressive.

Payor: ANNA TOLIN AND JAMES TOLIN
5114 171ST AVE SE
SNOHOMISH, WA 98290-4642

Make Checks Payable and Mail To:
ASI

P.O. Box 33018
St. Petersburg, FL 33733-8018

If you would like to pay online, please visit:
www.progressive.com/manage-policy

DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT TO ASI IN ENVELOPE PROVIDED

Payment Choices Available:

Full Pay: \$196.93



Policy Number: WAA234437

Insured: ANNA TOLIN AND JAMES TOLIN

Agent: RICE INSURANCE

Total Amount Due: \$196.93

Due Date: 02/22/2024

Print Date: 02/21/2024

ASI NB 06 21

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AMERICAN STRATEGIC INSURANCE CORP
1 ASI WAY
ST. PETERSBURG, FL 33702
Phone: (727) 374-2502

PROGRESSIVE
RENTERS

Homeowners Declaration Page

Agent:

RICE INSURANCE
1400 BROADWAY
BELLINGHAM, WA 98225

Agent Code: 511347
For Policy Service, Call: (360)734-1161

Total Policy Premium: \$196.93
Policy Number: WAA234437
Plan Type: HOR
Policy Inception: 02/22/2024
Policy Expiration: 02/22/2025

Named Insured:

ANNA TOLIN AND JAMES TOLIN
5114 171ST AVE SE
SNOHOMISH, WA 98290-4642

Effective Date of This Transaction: 2/22/2024

Activity of This Transaction: New Business

Residence Premises:

5114 171ST AVE SE
SNOHOMISH, WA 98290-4642

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability		Limit	Premium
SECTION I:	C. Personal Property	\$30,000	82.54
	D. Loss of Use	\$12,000	Included
SECTION II:	E. Personal Liability - Each Occurrence	\$500,000	45.00
	F. Medical Payments to Others - Each Person	\$1,000	5.00
OTHER COVERAGES AND ENDORSEMENTS: (Printed on the following page)			
DEDUCTIBLE:		\$1000	

Special Messages: OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY FOR DETAILS
THIS POLICY DOES NOT INCLUDE COVERAGE FOR FLOOD LOSSES.



Countersigned by Authorized Representative

St. Petersburg, FL

Date: 02/21/2024

Named Insured(s): ANNA TOLIN AND JAMES TOLIN

Policy Number: WAA234437

Other Coverages And Endorsements		Form Number	Limit	Premium
Progressive Home & Auto Bundle Package		ASI HO PHAA 12 17		
Scheduled Jewelry Endorsement		ASI HOR SPP 10 13		
Renters Protection Policy		ASI HOR WA 07 14		
Tier Factor Premium				6.35
Household Factor				-8.45
Package Policy Discount				-7.77
Fixed Base Premium				50.00
Paid in Full Discount				-11.61
Advance Quote Discount				-6.13
All Perils Deductible			1000	-8.24
E-Policy (Paperless)				-10.00
Scheduled Items:				
Category	Description of Property		Value	Premium
Jewelry	Wedding Ring		5000	
Jewelry			5000	\$60.24

Additional Interest:

Interest:

Special Conditions:

PLEASE READ YOUR POLICY DOCUMENTS CAREFULLY AS SPECIAL CONDITIONS AND EXCLUSIONS APPLY.
THESE INCLUDE, AMONG OTHERS:

1. LIMITED LIABILITY FOR WATERCRAFT AND RECREATIONAL VEHICLES
2. NO LIABILITY COVERAGE FOR PROHIBITED ANIMALS

Notes:

PROGRESSIVE[®]
RENTERS

Renters Protection Policy

Underwritten by:
American Strategic Insurance Corp.



YOUR RENTERS PROTECTION POLICY

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PLEASE READ THIS POLICY CAREFULLY.

This is a legal contract between You and Us. It contains certain limitations and exclusions.

INSURANCE AGREEMENT

In reliance on the information you have provided to us, we agree to provide the insurance coverages indicated on the Policy Declarations pursuant to the policy terms and conditions. In return, you must pay the premium when due, comply with the policy terms and conditions, and immediately inform us of any change of use or occupancy of the residence premises.

DEDUCTIBLE

Unless otherwise noted in this policy, all losses covered under Section I are subject to the applicable deductible amount shown in the Declarations.

SECTION I – PROPERTY COVERAGES

COVERAGE C – PERSONAL PROPERTY

Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property, which is not excluded elsewhere in this policy, that is owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A temporary guest or a "residence employee", while the property is in any residence occupied by an "insured".

Limit For Property At Storage Facilities or Other Residences

We cover personal property that is located in a storage facility or that is usually located at an "insured's" residence that is not the "residence premises" listed in this policy for up to 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. This limitation does not apply to personal property:

- a. Moved from the "residence premises" because the "residence premises" is being repaired, renovated or rebuilt and is unfit to live in or store property in;
- b. In a newly acquired principal residence for the first 30 days from the time you begin to move your property there.

Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. Additional coverage may apply if purchased and provided elsewhere in this policy. These special limits do not increase the Coverage C limit of liability.

1. We will pay no more than \$250 for each of the following categories of property:
 - a. Money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
 - b. Property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories 2.e. and 2.f. below.
2. We will pay no more than \$1,000 for each of the following categories of property:
 - a. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit ap-

plies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- b. Watercraft of all types, including their furnishings, equipment and outboard engines or motors.
 - c. Trailers or semitrailers of all types.
 - d. Loss by theft of jewelry, watches, furs, precious and semiprecious stones.
 - e. Electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category e.
 - f. Electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category f.
 - g. Art glass windows and other works of art such as, but not limited to paintings, statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass, and bric-a-brac.
 - h. Collections including but not limited to baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.
3. We will pay no more than \$1,500 for each of the following categories of property:
- a. Bicycles and related equipment.
 - b. Loss by theft of tools.
4. We will pay no more than \$2,500 for each of the following categories of property:
- a. Loss by theft of firearms, related equipment, and ammunition.
 - b. Loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
 - c. Property used primarily for "business" purposes that is located on the "residence premises" at the time of loss.
 - d. Loss by theft of personal computers, including but not limited to tablet, laptop and desktop computers, accessories, and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.
 - e. Loss by theft of electronic equipment and related data, including but not limited to:
 - (1) Televisions, audio, video and other electronic media playing and/or recording devices.
 - (2) Audio and video media storage devices such as dvds, records, cds, and tapes.
 - (3) Cameras, projectors and related equipment.
 - (4) Gaming systems including their games and accessories.

Additionally, we will pay no more than 10% of the total Coverage C amount for loss of or to any one item of unscheduled personal property.

Property Not Covered

We do not cover:

- a. Personal property separately described and specifically insured in this or any other insurance policy;
- b. Any animals, including but not limited to mammals, reptiles, birds or fish;
- c. "Motor vehicles" and all other motorized land conveyances. This includes, while such

property is in or upon the "motor vehicle," the following:

- (1) Accessories, equipment and parts; or
- (2) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or picture which is operated by power from the electrical system of motor vehicle or all other land conveyances. This includes accessories or antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

We do cover vehicles or conveyances not required to be licensed which are:

- (1) Used solely to service an "insured's" residence; or
 - (2) Designed for assisting the handicapped;
- d. Aircraft and Aircraft Parts. Aircraft means any contrivance used or designed for flight. Aircraft does not include model or hobby aircraft not used or designed to carry people or cargo;
 - e. Property of roomers, boarders, tenants and anyone who regularly resides at the insured premises who is not an "insured";
 - f. Property away from the "residence premises" in a location regularly rented or held for rental to others by an "insured";
 - g. Property away from the "residence premises" and rented or held for rental to others;
 - h. "Business" data, including such data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Electronic data processing or storage tapes, devices, records, discs, wires, software media, computers or related equipment.However, we do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market. The most we will pay is the limit of liability for "business" property;
 - i. Credit cards, fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in Credit Card, Fund Transfer Card, Forgery And Counterfeit Money under Section I – Property Coverages; or
 - j. Water or steam.

COVERAGE D – LOSS OF USE

The Coverage D limit of liability shown in the Declarations is the total limit of liability for all coverages within Coverage D. This limit applies on an aggregate basis for Additional Living Expense, Fair Rental Value, and Civil Authority Prohibits Use.

Additional Living Expense

If a loss by a Peril Insured Against causes the "residence premises" to become uninhabitable, we will cover any necessary increase in living expenses you incur to maintain your normal household standard of living.

Payment will be for the shortest time required to repair or replace the premises or permanently settle your household elsewhere.

Fair Rental Value

If a loss by a Peril Insured Against causes that part of the "residence premises" rented to others or held for rental by you to become uninhabitable, we cover its fair rental value.

Payment will be for the shortest time required to repair or replace the part of the "residence premises" rented or held for rental. Fair rental value does not include any expenses that do not continue while that part of the "residence premises" rented or held for rental is uninhabitable.

Civil Authority Prohibits Use

If a civil authority prohibits your use of the "residence premises" as a result of direct damage to a neighboring premise by a Peril Insured Against, we will cover, pursuant to the above provisions, any Additional Living Expense and Fair Rental Value losses that you incur. Coverage is for a period of no more than two weeks while use is prohibited.

Loss Not Covered

We do not cover loss due to cancellation of a lease or agreement.

The periods of time under Additional Living Expense, Fair Rental Value and Civil Authority Prohibits Use above are not limited by expiration of this policy.

ADDITIONAL COVERAGES**Debris Removal**

We will pay the reasonable expense you incur for the removal of:

- a. Debris of covered property if the loss is from a covered loss; or
- b. Ash, dust or particles from a volcanic eruption.

If the amount we owe for the actual damage to the property plus the reasonable debris removal expense exceeds the limit of liability for the damaged property, an additional 5% of that limit is available for such expense. This coverage does not change the limit of liability that applies to the damaged property.

Emergency Repairs

If a Peril Insured Against causes damage to covered property, we will pay the reasonable cost you incur for emergency repairs or measures that are necessary to protect that covered property from further damage. This coverage does not increase the limit of liability that applies to the covered property or relieve you of your Duties After Loss.

Trees, Shrubs And Other Plants

We cover outdoor trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following perils:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

Property grown for "business" purposes is not covered.

The limit of insurance, including debris removal, for any one loss will not exceed:

- a. 10% of the limit of liability that applies to Coverage C for all trees, shrubs, plants or lawns; and
- b. No more than \$500 of this limit for any one tree, shrub or plant.

This coverage is additional insurance.

Fire Department Service Charge

We will pay up to \$500 for incurred service fees charged by a fire department when called to protect covered property from a covered loss. We will pay no more than \$500 in fees resulting from any one service call. This coverage is additional insurance. No deductible applies to this coverage.

Property Removed

We cover accidental direct physical loss to covered property while being removed from a premises that is endangered by a Peril Insured Against. This coverage also applies to the property for up to 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

Credit Card, Fund Transfer Card, Forgery And Counterfeit Money

We will pay up to \$1000 for:

- a. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards or fund transfer cards issued to or registered in an "insured's" name;
- b. Loss to an "insured" as a result of forgery or alteration of a check or negotiable instrument; and

- c. Loss to an "insured" as a result of good faith acceptance of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts which are committed by any one person or group of persons or which involved or implicated any one person or group of persons is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

If a suit is brought against an "insured" for liability under a. or b. above, we will provide a defense at our expense by counsel of our choice.

We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under c. above.

We do not cover:

- a. Use of a credit card or fund transfer card:
- (1) By a resident of your household;
 - (2) By a person who has been entrusted with either type of card; or
 - (3) If an "insured" has not complied with all terms and conditions under which the cards are issued; or
- b. Loss arising out of "business" use or dishonesty of an "insured".

Building Additions And Alterations

We cover under Coverage C the building additions, alterations, improvements or installations, completed at your expense, to the part of the "residence premises" used exclusively by you. The limit of liability for this coverage is 10% of the limit of liability that applies to Coverage C. This coverage is additional insurance.

SECTION I – PERILS INSURED AGAINST

We insure for sudden and accidental direct physical loss to the property described in Coverage C caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

Fire Or Lightning

Windstorm Or Hail

This peril does not include loss to property contained in a building if the loss is caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening. This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines only while located inside a "fully enclosed building".

Explosion

Riot Or Civil Commotion

Aircraft

This peril includes spacecraft and self-propelled missiles.

Vehicles

Smoke

This peril means sudden and accidental damage from smoke. This peril does not include loss caused by smoke from industrial operations or agricultural smudging.

**Vandalism Or
Malicious Mischief**

If the dwelling has been "vacant" or "unoccupied" for more than 90 consecutive days immediately before the loss, this peril does not include loss to property on the "residence premises" or any ensuing loss caused by any intentional or wrongful act committed in the course of the vandalism or malicious mischief. A dwelling being constructed is not considered "vacant" or "unoccupied".

Theft

This peril includes theft as well as attempted theft and loss of property from a known place when it is likely that the property has been stolen.

We do not cover theft or attempted theft:

- a. Committed by an "insured";
- b. From that part of the "residence premises" rented by you to someone other than another "insured";
- c. Of trailers, campers, or watercraft while located away from the "residence premises";
- d. In or to the "residence premises" while under construction, or of materials and supplies for use in the construction of the "residence premises" until it is finished and occupied; or
- e. Of property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has occupied the residence during the 60 days immediately before the loss.

Falling Objects

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included. This peril does not include loss caused by objects which fall as a result of any loss excluded under Section I – Exclusions.

**Weight Of Ice, Snow
Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in the "residence premises".

**Accidental Discharge
Or Overflow Of Water
Or Steam**

This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in Peril Insured Against Freezing;
- c. On the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or
- d. Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, downspout, gutter or similar fixtures or equipment.

The portions of Paragraphs a. and c. of the Section I – Exclusion for Water Damage that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

**Sudden And
Accidental Tearing
Apart, Cracking,
Burning Or Bulging**

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning system, or an automatic fire protective sprinkler system. This peril does not include loss caused by or resulting from freezing except as provided in Freezing below.

Freezing

This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance. This peril does not include loss while the "residence premises" is "vacant" or "unoccupied" unless you have used reasonable care to:

- a. Maintain heat in the building; or
- b. Shut off the water supply and drain all systems and appliances of water.

With respect to this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, downspout, gutter or similar fixtures or equipment.

Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to electronic components, circuitry, tubes, or transistors that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

Breakage of Glass Or Safety Glazing Material

This peril includes:

- a. The breakage of glass or safety glazing material which is covered as Building Additions And Alterations; and
- b. Direct physical loss to covered personal property caused solely by the breakage of glass or safety glazing material which is part of a building on the "residence premises."

This peril does not include loss on the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement. A dwelling being constructed is not considered vacant.

Volcanic Eruption

This peril does not include loss caused by earthquake, tremors or land shock waves. One or more volcanic eruptions that occur within a 72 hour period will be considered one volcanic eruption.

Collapse

With respect to this peril, Collapse means an abrupt falling down or falling into pieces of a building or part of a building that:

1. Results in the "residence premises" being unable to be occupied for its current intended purpose; and
2. Is caused by one or more of the following:
 - a. A Peril Insured Against;
 - b. Hidden decay of a structural member of the building, unless the presence of such decay is known to an "insured" prior to collapse;
 - c. Hidden insect or vermin damage to a structural member of the building, unless the presence of such damage is known to an "insured" prior to collapse;
 - d. Weight of contents, equipment, animals or people;
 - e. Weight of snow, ice, rain or sleet which collects on a roof; or
 - f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse. A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under a. through f. above, unless the loss is a direct result of the collapse of a building or any part of a building.

SECTION I – EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

Ordinance Or Law

Ordinance Or Law means enforcement of any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation or repair of a building or other structure.

Earth Movement

Earth Movement means any sinking, rising, shifting, expansion or contraction of earth, whether the cause is natural or not. Earth Movement includes but is not limited to earthquake, land shock waves, tremors, landslide, mudslide, mudflow, subsidence, sinkhole, erosion, and volcanic explosion or lava flow, except as provided in the Peril Insured Against for Volcanic Eruption.

This exclusion applies if any of the above, in **Earth Movement**:

- a. Occurs independently;
- b. Is caused by an act of nature; or
- c. Is caused by an act or omission of humans or animals.

This exclusion does not apply to loss by theft or an ensuing direct loss by fire or explosion.

Water Damage

Water Damage means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water or any other substance that backs up through sewers or drains;
- c. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or
- d. Water or any other substance on or below the surface of the ground, regardless of its source. This includes but is not limited to water or any other substance which exerts pressure on or flows, seeps or leaks through any part of the "residence premises."

This exclusion applies to, but is not limited to, escape, overflow or discharge, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

This exclusion applies if any of the above, in **Water Damage**:

- a. Occurs independently;
- b. Is caused by an act of nature;
- c. Is caused by an act or omission of humans or animals; or
- d. Is attributable to the failure, in whole or in part, of a dam, levee, seawall or other boundary or containment system.

Direct loss by fire, explosion or theft resulting from water damage is covered.

Power Interruption

Power Interruption means the failure of power or other utility service that occurs off the "residence premises". However, if the failure results in accidental direct physical loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

Neglect

Neglect means neglect of any "insured" to use all reasonable means to protect and preserve property at and after the time of a loss. Neglect by any "insured" excludes coverage for all "insureds".

War

War includes the following and any consequence of any of the following:

- a. Declared war, undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a

	<p>military force or military personnel, discharge of a nuclear weapon even if accidental; or</p> <p>b. Destruction, seizure or use for a military purpose.</p>
Nuclear Hazard	<p>Nuclear Hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by a nuclear hazard will not be considered loss caused by fire, explosion, or smoke. However, direct loss by fire resulting from a nuclear hazard is covered.</p>
Intentional Loss	<p>Intentional Loss means loss resulting from any act performed by, at the direction of, or in conspiracy with any "insured", with the intent to cause a loss or which may reasonably have been expected to result in a loss. Coverage is excluded for all insureds, regardless of whether all "insureds" committed or conspired to commit the act which caused the intentional loss. However, this exclusion will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:</p> <ol style="list-style-type: none"> Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and Did not cooperate in or contribute to the creation of the loss. <p>If we pay a claim for an otherwise covered property loss, and such loss is caused by an act of "domestic abuse" by another "insured" under the policy, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.</p>
Governmental Taking or Destruction	<p>Governmental Action means the taking or destruction of property described in Coverage C by order of any governmental or public authority. However, coverage applies for Governmental Action taken to prevent the spread of fire at the time of a covered fire loss.</p>
Illegal or Criminal Acts	<p>Illegal or Criminal Acts means any illegal or criminal act performed by, at the direction of, or in conspiracy with any "insured", that results in loss to covered property. This exclusion applies regardless of whether the insured is charged with a crime. Further, this exclusion will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:</p> <ol style="list-style-type: none"> Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and Did not cooperate in or contribute to the creation of the loss. <p>If we pay a claim for an otherwise covered property loss, and such loss is caused by an act of "domestic abuse" by another "insured" under the policy, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.</p>
Diminished Value	<p>We do not cover any loss due to diminished value of any property covered under this policy.</p>

SECTION I – CONDITIONS

What Must Be Done After A Loss

In the event of a loss to which coverage may apply, the following duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

1. Give immediate notice to us;
2. Notify the police of loss by theft and:

- a. File a police report describing all items stolen;
 - b. Submit the filed report to us; and
 - c. Cooperate with the police in their investigation;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in the Additional Coverage for Credit Card, Fund Transfer Card, Forgery And Counterfeit Money;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation and processing of a claim;
6. Prepare a written inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of loss for each item. Attach all bills, receipts and related documents that verify or support the information stated in the inventory;
7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. You, any "insured" and anyone you hire in connection with your claim must:
 - (1) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
 - (2) Sign the same; and

Representations made by any of the preceding persons who appear in examinations under oath or recorded statements will be deemed to be your representations.
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and others in the property involved, and any encumbrances on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of this policy;
 - e. The inventory of damaged personal property described in 6. above;
 - f. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - g. Evidence or affidavit that supports a claim under the Additional Coverage for Credit Card, Fund Transfer Card, Forgery And Counterfeit Money, stating the amount and cause of loss.

We have no duty to provide coverage under this policy if there is a failure to comply with the above duties and that failure is prejudicial to us.

How A Loss Will Be Settled

We will pay the full cost of repair or replacement for covered property losses, subject to all policy provisions.

1. Ineligible Property for Replacement Cost Settlement

Property listed below is not eligible for loss settlement at replacement cost. Any loss will be settled at "actual cash value" at the time of loss but not more than the amount required to repair or replace the property.

- a. Jewelry that is not separately described and specifically insured in this policy.
- b. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- c. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- d. Articles not maintained in good or workable condition.
- e. Articles that are outdated or obsolete and are stored or not being used.

2. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all covered property not listed in 1. Ineligible Property for Replacement Cost Settlement.

a. We will pay no more than the least of the following amounts:

- (1) Replacement cost at the time of loss without deduction for depreciation;
- (2) The full cost of repair at the time of loss;
- (3) The limit of liability that applies to Coverage C, if applicable;
- (4) Any applicable special limits of liability stated in this policy; or
- (5) For loss to any separately described and specifically insured item, the limit of liability that applies to the item.

b. If the cost to repair or replace the property is more than \$500, we will pay no more than the "actual cash value" for the loss until the actual repair or replacement is complete.

You may elect to make a claim for loss on an "actual cash value" basis and subsequently make claim for any additional replacement cost. However, any claim for replacement cost must be made within 180 days after the date of loss.

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. We will pay within 30 days after:

1. We reach an agreement with you;
2. A final judgment is entered, provided that judgment is not appealed; or
3. An appraisal award is filed, provided that appraisal award is not contested.

Our Options

We have the option to repair or replace any part of the damaged property with material or property of like kind and quality. We may also take all or part of the damaged property at the agreed or appraised value.

Insurable Interest

In the event of a covered loss, we will not be liable to an "insured" for more than the amount of such "insured's" interest in the covered property at the time of loss.

Loss To A Pair Or Set

In the event of a covered loss to a pair or set, we may elect to:

1. Repair or replace any part of the pair or set to restore it to its "actual cash value" before the loss; or
2. Pay the difference in the actual cash value of the pair or set before and after the loss.

Appraisal

If you and we do not agree on the amount of covered loss, either party may demand that the amount of the loss be determined by appraisal. Any appraisal award is subject to the applicable limits of liability and all other policy provisions.

If an appraisal is demanded, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will then choose a competent and impartial umpire. If the appraisers cannot agree upon an umpire within 15 days, you or we may request that a judge of a court of record in the state where the "residence premises" is located choose an umpire.

The appraisers will each provide a written, itemized opinion on the amount of loss. If the appraisers agree and submit a written report of agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. The umpire will provide a written, itemized opinion of the amount of loss.

If any two members of the panel of appraisers and umpire agree on the amount of loss, the amount agreed upon will be the amount of loss.

Each party will

1. Pay its own appraiser; and
2. Share the other expenses of the appraisal and umpire equally.

Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

Legal Action Against Us

No legal action can be brought against us unless there has been full compliance with all of the terms of this policy and the legal action is filed within two years after the date of loss.

Abandonment Of Property

We have no liability for and no duty to accept any property abandoned by an "insured".

No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee. This provision applies regardless of any other provision of this policy.

Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. You may choose to take possession of the recovered property or it will become our property. If you choose to take possession of the recovered property, the loss payment will be adjusted based on the amount you received for the recovered property.

Policy Period

This policy applies only to loss which occurs during the policy period.

Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, any "insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Intentionally made false statements;
- relating to this insurance.

However this condition will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:

1. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
2. Did not cooperate in or contribute to the creation of the loss.

If we pay a claim pursuant to Paragraph 8.b., our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.

Assignment of Claim Benefits

No assignment of claim benefits, regardless of whether made before loss or after loss, shall be valid without the written consent of all "insureds" and all additional insureds named in this policy.

SECTION II – LIABILITY COVERAGES

COVERAGE E – PERSONAL LIABILITY

If a claim or lawsuit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable; and
2. Provide a legal defense at our expense by counsel of our choice.

We may, at our discretion, investigate or settle any claim or lawsuit against an insured. Our duty to pay or defend ends when our limit of payment for this coverage has been exhausted by payment of judgments or settlements.

COVERAGE F – MEDICAL PAYMENTS TO OTHERS

In the event of "bodily injury" due to an "occurrence," we will pay necessary medical expenses incurred within three years from the date of the "occurrence". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to any insured. This coverage applies only:

1. To persons on the "insured location" with the permission of an "insured"; or
2. To persons off the "insured location", if the "bodily injury" is caused by:
 - a. A condition on the "insured location" or the ways immediately adjoining;
 - b. The activities of an "insured";
 - c. A "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. An animal to which coverage applies under this policy and that is owned by or in the care of an "insured" at the time of the "occurrence".

SECTION II – EXCLUSIONS

EXCLUSIONS APPLYING TO COVERAGE E

Coverage E does not apply to any of the following:

Loss Assessment	Liability for any loss assessment charged against you as a member of an association or community of property owners.
Contractual Liability	Liability assumed by an "insured" under any contract or agreement.
Property Owned	"Property damage" to property owned by an "insured" or any other resident of the "insured location".
Property Rented, Occupied, Used or In Care Of	"Property damage" to property rented to, occupied by, used by or in the care of an "insured". This exclusion does not apply to "property damage" resulting from fire, smoke or explosion.

Liability Insured by a Nuclear Energy Liability Policy	"Bodily injury" or "property damage" for which an "insured" under this policy is also an insured under a nuclear energy liability policy or would be an insured under such a policy but for the exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, the Mutual Atomic Energy Liability Underwriters, the Nuclear Insurance Association of Canada, or any of their successors.
Bodily Injury to Any Insured	"Bodily injury" to any "insured" as defined in the Definitions. This exclusion also applies to any claim or lawsuit brought against any "insured" to repay or share damages with another person who may be obligated to pay damages because of "bodily injury" to an "insured".
Punitive Damages	This policy does not provide any coverage for punitive or exemplary damages, fines or penalties in any amount regardless of how they are imposed. This exclusion includes, but is not limited to, those imposed by civil fine or penalty assessed or imposed under any code, statute, regulation or court order. This policy also does not provide any coverage for the cost of defense, including but not limited to attorney fees or costs, related to any such damages, fines or penalties.

EXCLUSIONS APPLYING TO COVERAGE F

Coverage F does not apply to any of the following types of "bodily injury":

"Residence Employee" Off Insured Location	"Bodily injury" to a "residence employee" if the "bodily injury" occurs off the "insured location" and does not arise out of or in the course of the "residence employee's" employment by an "insured".
Nuclear Reaction, Radiation, or Contamination	"Bodily injury" from any nuclear reaction, nuclear radiation, radioactive contamination, (all whether controlled or uncontrolled or however caused) or any consequence of any of these.
Injury to Residents	"Bodily injury" to any person regularly residing at the "insured location". This exclusion does not apply to a "residence employee" of an "insured".

EXCLUSIONS APPLYING TO COVERAGES E AND F

Coverages E and F do not apply to any of the following:

"Motor Vehicle", "Aircraft", and "Watercraft" Liability	<p>We do not cover liability for "bodily injury" or "property damage" arising out of the:</p> <ol style="list-style-type: none"> Ownership, maintenance, occupancy, operation, use, loading or unloading of a "motor vehicle", "aircraft", or "watercraft"; Entrustment of a "motor vehicle", "aircraft", or "watercraft" by an "insured" to any person; Failure to supervise or negligent supervision of any person involving a "motor vehicle", "aircraft", or "watercraft" by an "insured"; or Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving a "motor vehicle", "aircraft", or "watercraft". <p>This exclusion does not apply to "watercraft" liability if, at the time of the "occurrence", the watercraft:</p> <ol style="list-style-type: none"> Is being stored; Is a sailing vessel that is less than 26 feet in overall length; Has inboard or inboard-outdrive engine or motor power of no more than 50 horsepower; or Is powered by one or more outboard motors with cumulative power of no more than 25
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	<p>horsepower;</p> <p>Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.</p>
Expected Or Intended Injury	<p>"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage" is of a different kind, quality or degree than initially expected or intended or is sustained by a different person, entity, real or personal property, than initially expected or intended.</p> <p>However, this exclusion does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property.</p>
"Business"	<p>"Bodily injury" or "property damage" arising out of or in connection with a "business" engaged in by an "insured" or conducted from an "insured location".</p> <p>However, this exclusion does not apply to:</p> <ol style="list-style-type: none"> 1. The rental or holding for rental of part of the "residence premises"; <ol style="list-style-type: none"> a. On an occasional basis for sole use as a residence; b. To no more than two roomers or boarders; or c. As an office, school, studio or private garage; or 2. An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.
Professional Services	<p>"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services.</p>
Injury to a Person Whom You Must or Do Provide Benefits	<p>"Bodily injury" to any person for whom an "insured" is required to provide or voluntarily provides benefits under any workers' compensation law, non-occupational disability law, or occupational disease law.</p>
Loss On An "Insured's" Premises That Is Not An "Insured Location"	<p>"Bodily injury" or "property damage" arising out of a premises:</p> <ol style="list-style-type: none"> a. Owned by an "insured"; b. Rented to an "insured"; or c. Rented to others by an "insured"; <p>that is not an "insured location".</p>
War	<p>"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:</p> <ol style="list-style-type: none"> a. Declared war, undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, discharge of a nuclear weapon even if accidental; or b. Destruction, seizure or use for a military purpose.
Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse	<p>"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse.</p>
Controlled Substance	<p>"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the lawful use of prescription drugs by a person following the orders of a licensed physician.</p>

Trampolines

"Bodily injury" or "property damage" arising out of the ownership or use of a trampoline owned by, rented by or loaned to any insured, whether on the "residence premises" or elsewhere.

Animals

"Bodily injury" or "property damage" caused, whether in whole or in part, by:

1. Any prohibited breed of dog;
2. Any exotic, farm or saddle animals; or
3. Any animal for which the owner has been notified by a state department that the animal has been deemed dangerous, vicious, or potentially dangerous under state law

that is owned or kept, including temporary supervision, by you or any insured, resident, tenant, or guest whether or not the injury or damage occurs on the "residence premises" or elsewhere.

Prohibited breeds of dogs include Akitas, American Bulldogs, Beaucerons, Belgian Malinois, Bull Mastiffs, Caucasian Mountain Dogs, Chows, Doberman Pinschers, German Shepherds, Great Danes, Pit Bulls, Rhodesian Ridgebacks, Rottweilers, Staffordshire Terriers, and Wolf hybrids. Any mixed breed made up of one or more of the breeds listed above is also considered a prohibited breed of dog.

Exotic, farm or saddle animals include but are not limited to hoofed animals, livestock, reptiles, primates, and fowl.

"Fungi", Wet or Dry Rot, or Bacteria

"Bodily injury" or "property damage" arising directly or indirectly, in whole or part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

Diving Boards or Slides

"Bodily injury" or "property damage" arising out of the ownership or use of a diving board or slide owned by or rented by any insured or resident whether on the "residence premises" or elsewhere.

Exclusions "Motor Vehicle", "Aircraft", and "Watercraft" Liability and "Loss On An "Insured's" Premises That Is Not An "Insured Location"" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

SECTION II – ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any lawsuit we defend;
2. Premiums on bonds required in a lawsuit we defend, but not for bond amounts more than the Coverage E limit of liability. We have no obligation to apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or lawsuit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

**Damage To Property
Of Others**

We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of "aircraft", "watercraft" or "motor vehicles".

This exclusion does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

**What Must Be Done
After A Loss**

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and

Duties Of An Injured Person – Coverage F – Medical Payments To Others

- d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to Damage To Property Of Others under Section II – Additional Coverages, submit to us within 30 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

The injured person or someone acting for the injured person will:

1. Give us written proof of claim, under oath if required, as soon as is practical; and
2. Authorize us to obtain copies of medical reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

Payment Of Claim – Coverage F – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

Lawsuit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under this Section II.

No one will have the right to join us as a party to any action against an "insured".

Also, no action with respect to Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

Concealment Or Fraud

We do not provide coverage to any "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Intentionally made false statements;
- relating to this insurance.

However this condition will not apply to deny an "insured's" claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:

1. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
2. Did not cooperate in or contribute to the creation of the loss.

If we pay a claim pursuant to Paragraph 8.b., our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.

SECTION I AND II – CONDITIONS

Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

Cancellation

You may cancel this policy at any time by returning it to us or the insurance producer. You may also cancel by notifying us, or the insurance producer, in writing or verbally of the date cancellation is to take effect. If the date of cancellation is not specified, cancellation shall take effect upon receipt of such notice.

We may cancel this policy only for the reasons stated below by letting you know in writing of the date the cancellation takes effect. This cancellation notice, along with our reason for cancellation, may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 45 days before the date cancellation takes effect.
- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.This can be done by letting you know at least 45 days before the date cancellation takes effect.
- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 45 days before the date cancellation takes effect.

If we cancel this policy, we will send like notices of cancellation to each mortgagee, pledgee or other person shown by the policy to have an interest in any loss, which may occur thereunder.

When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. The written notice will state the reason for nonrenewal. Proof of mailing will be sufficient proof of notice.

Assignment

Assignment of this policy will not be valid unless we give our written consent.

Subrogation

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

Death

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
Subrogation does not apply to Coverage F or Paragraph C. Damage To Property Of Others under Section II – Additional Coverages.

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. "Insured" includes:
 - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

Our Right To Recompute Premium

We established the premium for this policy based on the statements you made in the application for insurance. We have the right to recompute the premium if we later obtain information which affects the premium we charged.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse, including a domestic partner registered under Washington law, if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

In addition, certain words and phrases appear in quotations and are defined as follows:

"Actual cash value"

means:

- a. When the damage to property is economically repairable, "actual cash value" means the cost of repairing the damage, less reasonable deduction for wear and tear, deterioration and obsolescence.
- b. When the loss or damage to property creates a total loss, "actual cash value" means the market value of property in a used condition equal to that of the destroyed property, if reasonably available on the used market.
- c. Otherwise, "actual cash value" means the market value of new, identical or nearly identical property less reasonable deduction for wear and tear, deterioration and obsolescence.

"Aircraft"

means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo.

"Bodily injury"

means physical harm to the body, including sickness or disease, except a disease which is transmitted by an "insured" through sexual contact.

"Business"

means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

- (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
- (4) The rendering of home day care services to a relative of an "insured".

"Domestic abuse"

means:

- a. Physical harm, "bodily injury", assault or the infliction of fear of imminent physical harm, "bodily injury" or assault between family or household members;
- b. Sexual assault of one family or household member by another;
- c. Stalking, as defined in RCW 9A.46.110, of one family or household member by another family or household member; or
- d. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

"Employee"

means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

"Fully enclosed building"

means a building with continuous walls on all sides, extending from the ground level to the roof, with doors and windows (as deemed necessary) at various locations in the walls and including a continuous roof sheltering all areas within the wall perimeter.

"Fungi"

"Fungi" means any type or form of fungus, including mold or mildew, and any microtoxins, spores, scents or by-products produced or released by fungi.

"Insured"

means:

- a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in the care of any person named above;
- b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a person described in a.(1) above; or
- c. Under Section II:
 - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
 - (2) With respect to a "motor vehicle" to which this policy applies:
 - (a) Persons while engaged in your employ or that of any person included in a. or b. above; or
 - (b) Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

"Insured location"

means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period, is reported to us within 30 days of

"Motor vehicle"

means:

- c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
- d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

"Motor vehicle" does not include a vehicle that is:

- a. In dead storage on an "insured location" at the time of an "occurrence";
- b. Not subject to motor vehicle licensing and is used solely to service the "residence premises";
- c. Designed for recreational use off public roads and not owned by an "insured";
- d. A motorized wheelchair being used to assist a handicapped person on an "insured location" at the time of an "occurrence";
- e. A motorized golf cart that is owned by an "insured", designed to carry no more than 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or
 - (2) A private residential community which is subject to the authority of a property owners association and contains an "insured's" residence.

"Occurrence"

means an accident, including exposure to harmful conditions, which results during the policy period, in:

- a. "Bodily injury"; or
- b. "Property damage".

Repeated or continuous exposure to the same general harmful conditions is considered to be one "occurrence."

"Occurrence" does not include accidents or events which take place during the policy period which do not result in "bodily injury" or "property damage" until after the policy period.

"Property damage"

means physical injury to or destruction of tangible property, including loss of its use as a result of its physical injury or destruction.

"Replacement cost"

means:

- a. In case of loss or damage to buildings, the cost, at the time of loss, to repair or replace the damaged property with new materials of like kind and quality, without deduction for depreciation.

	<p>b. In case of loss to personal property, the cost, at the time of loss, of a new article identical to the one damaged, destroyed or stolen. When the identical article is no longer manufactured or is not available, "replacement cost" means the cost of a new article similar to the one damaged or destroyed and which is of comparable quality and usefulness, without deduction for depreciation.</p>
"Residence employee"	means an employee of an "insured" who performs duties related to the maintenance or use of the "residence premises", including household or domestic services.
"Residence premises"	<p>means:</p> <p>a. The one family dwelling, other structures, and grounds; or</p> <p>b. That part of any other building;</p> <p>where you reside and which is shown as the "residence premises" on the Declarations.</p> <p>"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.</p>
"Watercraft"	means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.
"Vacant"	means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.
"Unoccupied"	means the dwelling is not being inhabited as a residence.

OPTIONAL COVERAGES (MUST BE PURCHASED TO APPLY)

Each Optional Coverage below applies only if shown on the Declarations Page and is subject to all policy terms, provisions, exclusions, and conditions.

INCREASED SPECIAL LIMIT ON JEWELRY COVERAGE

For **SECTION I – PROPERTY COVERAGES, COVERAGE C – PERSONAL PROPERTY, Special Limits Of Liability**, item 2.d.:

Loss by theft of jewelry, watches, furs, precious and semi-precious stones, the \$1,000 limit of liability is replaced by the limit shown on the Declarations page for Increased Jewelry.

All other provisions of this policy apply.

HOME COMPUTER COVERAGE

For an additional premium, we cover your home computer as described below for the indicated coverages:

Covered Property Under This Coverage

Your home computer is defined to include the electronic data processing system designed for use in the home, including tablet, laptop, and desktop computers, accessories, peripheral hardware and connecting cables, plug in cartridges and expansion hardware, commercially purchased software, blank tapes, blank disks, disc drives, printers and modems.

Your home computer does not include data or home developed software, any television set used as a computer monitor, and telephone equipment used to connect the computer to a network through telephone lines.

Perils Insured Against Under This Coverage

We cover your home computer against all risks of direct physical loss or damage from any external cause except:

- a. Loss or damage caused by or resulting from wear and tear, an original defect in the property covered, gradual deterioration, insects, vermin, dampness, dryness, cold or heat.
- b. Dishonest acts by any insured or anyone entrusted with the property, except a carrier for hire.
- c. Errors or omissions in processing or machine programming error or instructions to the machine.
- d. Electrical or magnetic injury, disturbance or erasure of electronic recordings, except by a confirmed direct lightning strike to the dwelling in which the home computer is located.
- e. Mechanical breakdown, faulty construction, error or omission in design. A direct loss caused by resulting fire or explosion is covered.
- f. Delay, loss of market, loss of income or interruption of business.
- g. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these.
- h. Nuclear hazard.

Business Use Permissible

Business use of your computer is permissible under this coverage.

Deductible For This Coverage

A deductible amount of \$500 applies to this coverage; however, if the same "occurrence" results in losses to other property insured by this policy to which a deductible applies, unreimbursed losses will be applied to the deductible under this coverage.

Limit of Liability

For **SECTION I – PROPERTY COVERAGES, COVERAGE C – PERSONAL PROPERTY, Special Limits Of Liability**, item 4.d.:

Personal computers, including but not limited to tablet, laptop and desktop computers, accessories, and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.

the \$2,500 limit of liability is replaced by the limit shown on the Declarations page for Home Computer Coverage.

All other provisions of this policy apply.

