

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

statement on this certificate does not come rights to the certificate notice in fied of such endorsement(s).						
PRODUCER	CONTACT NAME:					
Hiscox Inc.	PHONE (A/C, No, Ext):					
5 Concourse Parkway Suite 2150	E-MAIL ADDRESS:	contact@hiscox.com				
Atlanta GA, 30328		INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A:	Hiscox Insurance Company Inc		10200		
INSURED	INSURER B:					
Olbrechts and Associates, PLLC	INSURER C:					
720 N. 10th A # 297	INSURER D :					
Renton, WA 98057	INSURER E :					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF	POLICY EXP	LIMIT	<b>e</b>
LTR	Х	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	INSD	WVD	POLICI NOWBER	(MM/DD/YYYY)	(WIW/DD/TTTT)	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000 \$ 100,000
		CLAIMS-MADE A OCCUR	V					PREMISES (Ea occurrence)  MED EXP (Any one person)	\$ 5,000
Α					P100.485.487.6	08/26/2025	08/26/2026	PERSONAL & ADV INJURY	\$ 0
	GEN	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS AUTOS AUTOS						BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$	
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION\$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
AN' OFF (Ma		NYPROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$	
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

# **APPROVED**

By Sheila Barker at 3:08 pm, Aug 13, 2025

CERTIFICATE HOLDER	CANCELLATION			
Snohomish County 3000 Rockefeller Ave Everett, WA 98201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	AUTHORIZED REPRESENTATIVE  Many Bound			
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# **Declarations Page**



### **HISCOX INSURANCE COMPANY INC. (A Stock Company)**

30 North LaSalle Street, Suite 1760, Chicago, IL 60602

# **Commercial General Liability Declarations**

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	August 26, 2	2025				
Policy No.:	P100.485.48	37.6				
Renewal of:	P100.485.48	37.5				
Named Insured:	Olbrechts an	nd Associates, P	LLC	J		
Address:	720 N. 10th A # 297 Renton, WA 98057					
Email Address:	olbrechtslaw	@gmail.com				
Policy period:	From:	August 26, 20		То:	August 26, 2026	
	At 12:01 A.M.	(Standard Time	e) at the address s	shown above.		
Form of Business:		Limited Liability Company				
Each Occurrence Limit:		\$1,000,000				
Damage to Premises Rented to You Limit:		\$100,000 Any one premises				
Medical Expense Limit:		\$5,000 Any one person				
Personal & Advertising Injury Limit:		\$0 Any one person or organization				
General Aggregate Limit:		\$2,000,000				
Products/Completed Operations Aggregate Limit:		Products-completed operations are subject to the General Aggregate Limit				
Supplemental Business Personal Property Floater Coverage Limit:		\$0				
Supplemental Business Personal Property Floater Coverage Deductible:		Not Applicable				
All Premises You Own, Rent or Occupy						
Premises Number:	1					
Address:	20-718 135 E. Harmon Las Vegas, NV 89109					
Premises Number:	2					
Address:	720 N. 10th A # 297 Renton, WA 98057					
Total Premium:	350.00					



### **HISCOX INSURANCE COMPANY INC. (A Stock Company)**

30 North LaSalle Street, Suite 1760, Chicago, IL 60602

#### Attachments:

See attached Forms and Endorsements Schedule.

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

Mary Boyd

President

Secretary

Authorized Representative

30 North LaSalle Street, Suite 1760, Chicago, IL 60602

## Forms and Endorsements Schedule

Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations

INT D001 01 10 - Forms and Endorsements Schedule

CG 00 01 12 07 - General Liability Coverage Form

CGL E5401 CW (03/10) - Definition of Employee

CGL E5403 CW (03/10) - Notice Information

CGL E5404 CW (03/10) - Exclusion - Personal Information

CGL E5407 CW (03/10) - Exclusion - Professional Services

CGL E5408 CW (03/10) - Cancellation Provision (14 Day Full Refund)

CGL E5409 CW (03/10) - Right and Duty to Select Defense Counsel

CGL E5421 CW (02/14) - Additional Insured - Automatic Status

IL 01 46 08 10 - Washington Common Policy Conditions

IL 01 98 09 08 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)

CG 00 68 05 09 - Recording and Distribution of Material or Information in Violation of Law Exclusion

CG 21 41 11 85 - Exclusion - Intercompany Products Suits

CG 21 38 11 85 - Exclusion - Personal and Advertising Injury

CGL E2221 CW (10/23) - Exclusion - Privacy and Cyber Incidents

CG 01 81 05 08 - Washington Changes

CGL E5405 CW (03/10) - Exclusion - Damage to Primary Residence

IL 09 85 12 20 - Disclosure Pursuant To Terrorism Risk Insurance Act

CG 21 70 01 15 - Cap On Losses From Certified Acts Of Terrorism

CG 20 26 07 04 - Additional Insured - Designated Person or Organization

CGL E1986 WA (05/20) - Asbestos - Exclusion - Washington

CGL E1975 CW (05/20) - Limitation of Coverage to Business Operations

CG 40 43 04 22 - WASHINGTON - EXCLUSION - VIRAL OR BACTERIAL INFECTIONS - EXCEPTION FOR

DESIGNATED INFECTION, ONGOING OPERATIONS OR PRODUCTS

CGL E2227 CW (03/23) - Amended War Exclusion

CGL E2225 CW (01/23) - Cannabis Exclusion

CGL E1952 CW (05/20) - Exclusion - Anti-Stacking

CG 40 32 05 23 - Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

INT N003 CW (01/19) - Policyholder Notice Electronic Delivery

INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice

INT D001 01 10 Page 1 of 1



# **Policy Wording**



#### COMMERCIAL GENERAL LIABILITY CG 00 01 12 07

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section  ${\bf II}$  — Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  ${\bf V}$  – Definitions.

#### **SECTION I – COVERAGES**

# COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - **(b)** Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their quests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels. lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor:
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent:
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - **(b)** Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you:
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

#### I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "productscompleted operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

# m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

# n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

#### p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

# q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

# COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages  $\bf A$  and  $\bf B$ .

**b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

#### 2. Exclusions

This insurance does not apply to:

#### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

# b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

#### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

#### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

#### I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

#### m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

#### n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

#### o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

# p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

#### **COVERAGE C MEDICAL PAYMENTS**

#### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period:
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- **(c)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident:
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices: and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

#### g. Coverage A Exclusions

Excluded under Coverage A.

# SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - **e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee:
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - **(c)** Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and

**(b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

#### **SECTION II – WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - **e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- **2.** Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- **b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- **c.** Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - **(2)** Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### SECTION III - LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds:
  - **b.** Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- **2.** The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- **5.** Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - **b.** Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

# SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

# 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- **b.** If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- **b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
    - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner:
    - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
    - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
  - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and selfinsured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and

**c.** We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

# 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - **b.** Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

#### 2. "Auto" means:

- A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - **c.** All other parts of the world if the injury or damage arises out of:
    - Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- **5.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- **6.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - **b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract":
  - **b.** A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **11.**"Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - **b.** While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- **12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - **b.** Vehicles maintained for use solely on or next to premises you own or rent;
  - **c.** Vehicles that travel on crawler treads;
  - **d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - **(b)** Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- **14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - **a.** False arrest, detention or imprisonment;
  - **b.** Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - **g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **16.** "Products-completed operations hazard":
  - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- **b.** Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

#### 17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

#### 21. "Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) You;
    - **(b)** Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

#### 22. "Your work":

- a. Means:
  - (1) Work or operations performed by you or on your behalf; and
  - **(2)** Materials, parts or equipment furnished in connection with such work or operations.

#### b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



# **Endorsements**



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 1

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **DEFINITION OF EMPLOYEE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In **Section V – DEFINITIONS**, Definition 5. "Employee" is deleted and replaced with the following:

5. "Employee" includes a "leased worker" and a "temporary worker".

CGL E5401 CW (03/10) Page 1 of 1



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 2

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### **Where To Send Notice**

Phone: 866-424-8508

Email: reportaclaim@hiscox.com

Mail: Hiscox

5 Concourse Parkway, Suite 2150

Attn: Direct Claims Atlanta GA, 30328

Subparagraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit in Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

Any notification required by this policy shall be provided to us at the address listed in the above **SCHEDULE**.

CGL E5403 CW (03/10) Page 1 of 1



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 3

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **EXCLUSION – PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. Exclusions under Section I – COV-ERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C – MEDICAL PAYMENTS is amended to include the following exclusion:

#### **Personal Information**

"Bodily injury", "property damage" or "personal and advertising injury" caused by the insured's failure to protect any non-public, personally identifiable information in the insured's care, custody or control.

CGL E5404 CW (03/10) Page 1 of 1



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 4

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **EXCLUSION – PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. Exclusions under Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, is amended to include the following exclusion:

#### **Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render any professional service.

CGL E5407 CW (03/10) Page 1 of 1



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 5

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CANCELLATION PROVISION (14 DAY FULL REFUND)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All Coverage Parts included in this policy are subject to the following condition:

Notwithstanding anything in the "COMMON POLICY CONDITIONS" or any other cancellation provision to the contrary, if the first Named Insured cancels within 14 days of the inception of the policy period shown in the Declarations without there having been: (i) an "occurrence" that caused "bodily injury" or "property damage"; (ii) an offense arising out of your business that caused a "personal and advertising injury"; or (iii) an accident that caused "bodily injury"; then we shall return in full any premium amount actually paid to us. In such event, the effective date of cancellation shall be deemed to be the inception date of the policy period shown in the Declarations.

CGL E5408 CW (03/10) Page 1 of 1



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 6

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# RIGHT AND DUTY TO SELECT DEFENSE COUNSEL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In regard to any covered "suit" seeking damages under Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY or COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, our right and duty to defend shall include the right to select defense counsel.

CGL E5409 CW (03/10) Page 1 of 1



Policy Number:

P100.485.487.6

Named Insured:

Olbrechts and Associates, PLLC

**Endorsement Number:** 

Endorsement Effective: 08/26/2025

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- In the performance of your ongoing operations; or
- In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 8

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

#### A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:
  - a. Written notice by mail, fax or e-mail;
  - b. Surrender of the policy or binder; or
  - c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- **a.** The date on which notice is received or the policy or binder is surrendered; or
- **b.** The date of cancellation requested by the first Named Insured.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

- 3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:
  - a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
  - **b.** Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
  - **c.** Because of its physical condition, the structure is in danger of collapse;
  - d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
  - **e.** Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
  - f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or

g. The structure is not maintained in substantial compliance with fire, safety and building codes.

#### **4.** If:

- a. You are an individual;
- **b.** A covered auto you own is of the "private passenger type"; and
- **c.** The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- **b.** At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
- c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
- d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
- 5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
- **6.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- 7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:
  - a. For Division Two Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
  - b. If:
    - (1) You are an individual;
    - (2) A covered auto you own is of the "private passenger type";
    - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
    - (4) The first Named Insured cancels;

the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

**8.** If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **B.** Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. Inspection And Surveys

- **1.** We have the right to:
  - a. Make inspections and surveys at any time;
  - Give you reports on the conditions we find; and
  - **c.** Recommend changes.

- 2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- **4.** Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

# F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### G. Nonrenewal

- 1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before
  - a. Expiration of the policy; or
  - **b.** Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
- **b.** Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
- **c.** The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

#### 2. If:

- a. You are an individual;
- **b.** A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

- the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.**:
- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 9

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. The insurance does not apply:
  - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- **B.** Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- **C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazard-ous properties" of "nuclear material", if:
  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

#### 2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "byproduct material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste":

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.





Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 10

Endorsement Effective: 08/26/2025

# RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law:
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 11

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **EXCLUSION – INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."



Policy Number: Named Insured: P100.485.487.6

Olbrechts and Associates, PLLC

Endorsement Number: 12

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **EXCLUSION – PERSONAL AND ADVERTISING INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 13

Endorsement Effective: 08/26/2025

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **EXCLUSION – PRIVACY AND CYBER INCIDENTS**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. Exclusions under Section I – COV-ERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COV-ERAGE C – MEDICAL PAYMENTS is amended to include the following exclusion:

#### Privacy, Biometrics, and Cyber Incidents

"Bodily injury", "property damage" or "personal and advertising injury" based upon or arising out of any actual or alleged:

- (1) unauthorized or improper acquisition, access, use, disclosure, collection, possession, handling, storage, dissemination, destruction, capture, sale, purchase, or retention of, or failure to protect or safeguard any non-public personally identifiable information, biometric identifiers, biometric data, biometric information, confidential and sensitive information, genetic information, or confidential corporate information;
- (2) violation of any federal, state, local, or foreign privacy law, biometric information law, consumer data protection law, or any common law governing, relating to, or protecting against the use, collection, or disclosure of any information about a person or any conduct, data, or information described in subpart (1) above, including but not limited to the Illinois Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA);

- (3) denial of service or delay, disruption, impairment, failure, or outage of any part of a computer system or network, regardless of whether the insured controls or owns the computer system or network;
- (4) unauthorized or unlawful access to any electronic data or any part of a computer system or network, including through the transmission of any malicious code, such as a computer virus, worm, logic bomb, malware, spyware, Trojan horse, or other fraudulent or unauthorized computer code, regardless of whether the insured controls or owns the computer system or network; or
- (5) threat, hoax, trick, or demand relating to subparts (1) through (4) above.

This exclusion will apply even if the claim alleges negligence or other wrongdoing in the:

- (a) failure to prevent any cyber incident listed in subparts (1) through (4) of this exclusion or any resulting "property damage", "bodily injury", or "personal and advertising injury"; or
- **(b)** failure to report any cyber incident listed in subparts (1) through (4) of this exclusion to the authorities.

CGL E2221 CW (10/23) Page 1 of 1



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 14

Endorsement Effective: 08/26/2025

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion e. of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages) applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion e. is replaced with the following:

This insurance does not apply to:

- **1.** "Bodily injury" to an "employee" of the insured arising out of and in the course of:
  - a. Employment by the insured; or
  - **b.** Performing duties related to the conduct of the insured's business; or
- Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

B. Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph 2.(a) of Section II – Who Is An Insured and Paragraph 2.a.(1) of Section II is replaced with the following:

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
  - (1) "Bodily injury" or "personal and advertising injury":
    - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business:
    - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
    - (c) Arising out of his or her providing or failing to provide professional health care services.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 15

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **EXCLUSION – DAMAGE TO PRIMARY RESIDENCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to a premises that is an insured's primary residence:

- A. The last paragraph ("Exclusions c. through n. do not apply . . . ") of Paragraph 2., Exclusions under Section I Coverage A Bodily Injury And Property Damage Liability is deleted.
- B. The first exception ("Paragraphs (1), (3) and (4) of this exclusion do not apply . . . ") to Exclusion j., Damage To Property of Paragraph 2., Exclusions of Section I Coverage A Bodily Injury And Property Damage Liability is deleted.
- C. Paragraph 6. of Section III Limits Of Insurance is deleted.
- **D.** Any reference in the Declarations to "Damage To Premises Rented To You" is deleted.

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Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number:

Endorsement Effective: 08/26/2025

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

# DISCLOSURE PURSUANT TO TERRORISM RISK **INSURANCE ACT**

#### **SCHEDULE**

SCHEDULE - PART I
Terrorism Premium (Certified Acts) \$ 4.00
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):
Additional information, if any, concerning the terrorism premium:
SCHEDULE - PART II
Federal share of terrorism losses 80 %
(Refer to Paragraph B. of this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 16

Endorsement Effective: 08/26/2025

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

#### A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

# B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 17

Endorsement Effective: 08/26/2025

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 18

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
City of Kirkland, 123 5th Ave, Kirland, WA 98033
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- **A.** In the performance of your ongoing operations; or
- **B.** In connection with your premises owned by or rented to you.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 19

Endorsement Effective: 08/26/2025

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **EXCLUSION – ASBESTOS - WASHINGTON**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to both SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY. 2. Exclusions:

AS-A. Asbestos

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any actual or alleged:

- (1) mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos;
- (2) Inhaling, ingesting or prolonged physical exposure by any person to asbestos, asbestos fibers, or materials containing asbestos; or
- (3) provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connection with asbestos, asbestos fibers, or structures or materials containing asbestos.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 20

Endorsement Effective: 08/26/2025

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITATION OF COVERAGE TO BUSINESS OPERATIONS DESCRIPTION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, b. is deleted in its entirety and replaced with the following:
  - **b.** This insurance applies to "bodily injury" and "property damage" only if:
    - (1) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
    - (2) the "bodily injury" or "property damage" occurs during the policy period;
    - (3) prior to the policy period, no insured listed under Paragraph 1. of Section II Who is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period; and
    - (4) the "bodily injury" or "property damage" is caused by or results from the performance of the specified business operations described in the insured's application for this policy during the policy period.
- II. SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement, b. is deleted in its entirety and replaced with the following:
  - **b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if:
    - (1) the offense was committed in the "coverage territory" during the policy period; and
    - (2) the "personal and advertising injury" is caused by or results from the performance of the specified business operations described in the insured's application for this policy during the policy period.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 21

Endorsement Effective: 08/26/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WASHINGTON – EXCLUSION – VIRAL OR BACTERIAL INFECTIONS – EXCEPTION FOR DESIGNATED INFECTION, ONGOING OPERATIONS OR PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Description Of Infection:	
Description Of Ongoing Operations Or Your Product:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I Coverage A Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I Coverage B Personal And Advertising Injury Liability:
  - 2. Exclusions

This insurance does not apply to:

#### **Viral Or Bacterial Infection**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of any of the following:

**a.** A viral or bacterial infection that is transmitted through aerosol particles or respiratory droplets; or

b. A viral or bacterial infection that is transmitted through any individual or animal (including insects) by any means, other than through aerosol particles or respiratory droplets, including but not limited to viral or bacterial infections that are sexually transmitted.

- However, this exclusion does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any infection, ongoing operations or "your product" described in the Schedule of this endorsement.
- **B.** Unless otherwise listed in the Schedule of this endorsement, Paragraph **A.** applies even if the claims against any insured allege negligence or other wrongdoing in the:
  - **1.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread the viral or bacterial infection;
  - 2. Testing for the viral or bacterial infection;
  - **3.** Failure to prevent the spread of the viral or bacterial infection; or
  - **4.** Failure to report the viral or bacterial infection to authorities.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

**Endorsement Number: 22** 

Endorsement Effective: 08/26/2025

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# AMENDED WAR EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. Exclusions under Section I – COV-ERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the exclusion of "War" is deleted in its entirety and replaced with the following:

#### i. War, Civil War, Cyberwarfare, and NCBR

"Bodily injury" or "property damage" based upon or arising out of, directly or indirectly occasioned by, happening through or in consequence of:

- war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power;
- confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority;
- "cyberwarfare", to the extent not otherwise excluded by paragraph 1; or
- 4. any "NCBR malicious act".

This will not apply to damage by fire to premises while rented to you or temporarily occupied by you with the owner's permission. Any payments we make for "property damage" to such premises will be subject to the Damage to Premises Limit.

B. Paragraph 2. Exclusions under Section I – COV-ERAGE B – PERSONAL AND ADVERTISING IN-JURY LIABILITY, the exclusion of "War" is deleted in its entirety and replaced with the following:

#### o. War, Civil War, Cyberwarfare, and NCBR

"Personal and advertising injury", based upon or arising out of, directly or indirectly occasioned by, happening through or in consequence of

- war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power;
- confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority;
- **3.** "cyberwarfare", to the extent not otherwise excluded by paragraph 1; or
- 4. any "NCBR malicious act".

**C**. In **Section V** – **DEFINITIONS**, the following definitions are added for purposes of this endorsement:

- **1.** "Cyberwarfare" means any:
  - unauthorized access to, or use, alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of, any computer hardware or electronic data;
  - b. creation, transmission, or introduction into a computer system, computer network, or electronic data of a computer virus or harmful code; or
  - restriction or inhibition of access to a computer system, computer network, or electronic data, including through a denial-of-service (DoS) attack,

committed by, or on behalf of, a "state".

In determining by whom any action listed in parts a. through c. above is committed we will consider to whom any governing body (including the governing body's intelligence, law enforcement, or military services) attributes such action, regardless of whether:

i. the computer system, computer network, or electronic data is physically located within the jurisdiction of that governing body; or

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ii. there are inconsistent statements within different branches or agencies of that governing body (including intelligence, law enforcement, or military services) as to whom the action is attributable to.

#### However, if:

- A. a governing body has not attributed any such action to a "state", or any person, group, association, or entity acting on the "state's", behalf: and
- **B.** there is at least one "media report" or a cybersecurity forensic film report indicating that such action is attributed to a "state" or any person, group, association, or entity acting on the "state's" behalf,

then we will not pay any damages for "bodily injury", "property damage", or "personal and advertising injury" resulting from any actions listed in parts a. through c. above until any governing body attributes such action to a "state" or any person, group, association, or entity acting on the "state's" behalf.

If a governing body does not attribute such action to a "state" or any person, group, association, or entity acting on the "state's" behalf, or declares it is unable to do so, then a "media report" or cybersecurity forensic firm report will be conclusive evidence that the act was committed by, or on behalf of, a "state".

For purposes of this definition, "media report" means an article published by the Associated Press, Reuters, Wall Street Journal, or the British Broadcasting Corporation.

For purposes of this definition, "state" means a sovereign state, state-like entity, quasi-state, proto-state, or a state sponsored actor or group.

- 2. "NCBR malicious act" means an act or series of acts that harms another person or damages property through the physical release or dispersal of "nuclear, chemical, biological, or radiological agents or materials", which is carried out by any person or group of persons, whether acting alone, on behalf of, or in connection with any organization.
- **3.** "Nuclear, chemical, biological, or radiological agents or materials" means:
  - a. nuclear reaction, nuclear radiation or radioactive particles, whether released or dispersed by nuclear or conventional devices;
  - b. any chemical compound; or
  - c. any pathogen,

in sufficient concentration to cause harm to people or damage to property.

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Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 23

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **CANNABIS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The following exclusion is added:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" based upon or arising out of, directly or indirectly occasioned by, or in consequence of:
  - a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis" by anyone; or
  - b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis" by anyone; or
- 2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph A.1. or A.2. above.

- **B.** The exclusion in Paragraph **A.** does not apply to "personal and advertising injury" arising out of the following offenses:
  - 1. False arrest, detention or imprisonment; or

- The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
- C. The following definition is added to the **Definitions** section:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

- Paragraph C.1. above includes, but is not limited to, any of the following containing such THC or cannabinoid:
  - **a.** Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
  - **b.** Any compound, by-product, extract, derivative, mixture or combination, such as:
    - (1) Resin, oil or wax:
    - (2) Hash or hemp; or
    - (3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.** 



Policy Number: Named Insured: P100.485.487.6

Olbrechts and Associates, PLLC

Endorsement Number: 24

Endorsement Effective: 08/26/2025

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **EXCLUSION - ANTI-STACKING**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding anything to the contrary in this policy, in the event this policy and any other policy issued to any insured by us or an affiliated company apply to the same occurrence or offense, the maximum limit of our liability under all such policies will not exceed the highest applicable limit of insurance available for the occurrence or offense under any one policy.



Policy Number: P100.485.487.6

Named Insured: Olbrechts and Associates, PLLC

Endorsement Number: 25

Endorsement Effective: 08/26/2025

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

#### 2. Exclusions

This insurance does not apply to:

# Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

#### 2. Exclusions

This insurance does not apply to:

# Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, consumption, absorption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

- C. The following definition is added to the **Definitions** Section:
  - "Perfluoroalkyl or polyfluoroalkyl substances" means any:
  - Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
    - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or byproducts;
- b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
- **c.** Perfluoropolyethers (PFPE);
- d. Fluorotelomer-based substances; or
- e. Side-chain fluorinated polymers; or
- 2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph C.1.



# **Notices**



# Policyholder Notice Electronic Delivery

If you received your insurance policy by email, it is because you have chosen electronic delivery of your policy documents and important notices, including cancellation and nonrenewal notices where permitted by law. We also will send any renewal policy documents to you by email at the address you have provided.

If you are currently receiving paper documents and would like to have ease of retrieval and access and save on storage space, you will need to contact us and update your preferences. Most documents can be sent electronically within minutes. For electronic documents, you will need a computer or mobile device with Internet access and the ability to receive external emails. You also will need software such as Adobe Reader® that allows you to view and save PDF documents, and a printer to create paper copies.

At any time you may request a paper copy of your policy, or you may withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

You must notify us if your email or street address changes. To update your email or street address, or to request paper documents, please contact us at 888-202-3007.



#### **ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE**

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <a href="http://www.treas.gov/offices/enforcement/ofac/">http://www.treas.gov/offices/enforcement/ofac/</a>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions:
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <a href="http://www.treas.gov/offices/enforcement/ofac/">http://www.treas.gov/offices/enforcement/ofac/</a>.

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# Personal Umbrella Application

This is an Application for Insurance. Your signature at the end of this document is required. If our records do not show that you have provided us with a signed copy of this document, we reserve the right to terminate your coverage. Please keep a copy for your records.

 Policy Number:
 76553-95-46
 Policy Limits:
 \$1,000,000

 Effective Date:
 11/20/2021 12:01 AM
 Retained Limit:
 (SIR) \$250

 Expiration:
 11/20/2022 12:01 AM
 Billing Account
 D527631356

Your Farmer's Agent: Terry Edwards Number:

(509) 489-4431 Reference Number:

Underwritten By: Farmers Insurance Exchange Household Number: 4783095326

6301 Owensmouth Ave. Woodland Hills, CA 91367

# **Policy Information**

	Property Address or		Email Address/	
Name/Trust	Legal Description	Mailing Address	Personal Phone#/Business Phone#	Territory
Phil A Olbrechts	PO Box 54	PO Box 54	olbrechtslaw@gmail.com	89125-0054
	Las Vegas, NV 89125-0	0054 Las Vegas, NV 89125-0054	(206) 650-7268	

# Driver Information (list all licensed drivers in the household)

Name	State and DL/Permit Number	DOB	Age
Phil A Olbrechts	WA *******ND	**/**/1962	59

# **Risk Information**

#### I affirm that all of the statements below are correct to the best of my knowledge:

- 1. I understand that all named excluded drivers on any underlying policy scheduled on the Umbrella policy are also named excluded drivers for purposes of coverage under the Umbrella policy.
- 2. No one in the household is a prominent public figure (i.e. actor, professional athlete, politician, public lecturer, etc.)
- 3. No one in the household has had a judgement entered against them for libel or slander.
- 4. I have disclosed any unfenced swimming pools or trampolines on the premises to Farmers.
- 5. If anyone in the household operates a home based business:
  - a. The business is covered by the scheduled underlying insurance: and,
  - b. If child day care services are provided, then there are no more than six (6) children cared for in the home.
- 6. The scheduled underlying insurance does not include any of the following:
  - a. Rental structures with more than four (4) units.
  - b. Sailboats or powerboats valued over \$400,000.

farmers.com Policy No. 76553-95-46

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# **Application** (continued)

#### **Violations**

List all convictions of violations for all members of the household during the last 3 years.

Do not include non-driving offenses.

Household Member Type Violation Date Violation State Description

#### **Accidents**

List all accidents and losses for all members of the household during the last 3 years.

Household Member Type Date of Loss Loss State Description of Loss Amount Paid

For the following, list all household member's exposures. (Include applicant, spouse and all household members):

# Auto Liability (all licensed, owned or leased)

Type of Vehicle	<b>Underlying Liability Limits</b>	Carrier	Policy Number	No. of Units
Auto Liability	500/500/100	Farmers Insurance Exchange	518814867	1
Auto Liability	500/500/100	Truck Insurance Exchange	513612103	1

# **Personal Liability**

Seasonal/Secondary extension of liability must be reflected on the primary underlying homeowners policy.

Type of Policy	Underlying Liability Limits	Carrier	Policy Number
Renters	1000	Truck Insurance Exchange	767591642

# **Uninsured Motorist/Underinsured Motorist Coverages**

Uninsured/Underinsured Motorist coverage will pay for damages that you, the insured, are legally entitled to recover as a result of injuries caused by a driver who has no Bodily Injury Liability, or by a driver who has Bodily Injury Liability limits which are lower than the Uninsured Motorist limits provided by your policy.

For an	additional charge, do you want UM/UIM coverage?	Yes	$\boxtimes$	No
If no:	NV, please complete form (Rejection of UM/UIM Motorist Coverage).			
If yes:	Do all underlying Auto policies carry UM/UIM coverage?	Yes	$\times$	No
	Are those UM/UIM limits equal to the Auto Liability Limits?	Yes	$\boxtimes$	No

#### Remarks:

I hereby declare that the statements on all pages of this application, **including those relating to the use of the vehicle(s)**, are true and request the Exchange or Company to issue the Insurance applied for in reliance thereon and at rates based on these facts.

I understand that any material misrepresentation or omission may void or cancel coverage subject to the statutory requirements of my state.

I authorize the driving record of all drivers to be checked through the state Motor Vehicle Department.

farmers.com Policy No. 76553-95-46

# **Application** (continued)

Policy Limit: \$1,000,000 Premium quoted: \$323.00 The quoted premium is subject to verification and change (increase or decrease), when necessary, by the company.

\*(also see Information on Additional Fees below)

BINDER: The insurance has been applied for and is bound for 60 days from the Effective Date pending issuance of a policy to the Named Insured. Please accept this form as a binder.

**E-Mail Disclosure.** I understand that by providing my e-mail address to the Insurer, I may receive emails regarding my coverage – including but not limited to, premiums due, the status of my coverage, and renewals – and customer satisfaction or other surveys regarding my experience with Farmers. I understand that the Insurer and its affiliates will not sell or furnish my e-mail address to any non-affiliated third party and that I may opt out of receiving e-mails. Further, I understand that providing my email address is not a condition of purchase.

**Paperless Document Delivery.** I understand that I have the option of enrolling in paperless delivery of policy and/or billing documents. If I choose, or have chosen, paperless (electronic) delivery, I will be required to log onto Farmers.com, review and accept the terms and conditions of Go Paperless/Paperless Policy and/or Paperless Billing. If I do not accept the terms of paperless delivery, I will continue to receive Policy and/or Billing documents by mail. I understand that my enrollment in paperless delivery is not a condition of purchase.

#### \*Information on Additional Fees

The "Fees" identified in the "Policy Activity" section on your Declarations page apply on a per-policy, not an account basis. The following additional fees also apply.

- 1. Service Charge per installment (In consideration of our agreement to allow you to pay in installments):
  - For Recurring Electronic Funds Transfer (EFT) and enrolled online billing (paperless): \$0.00 (applied per account)
  - For other Recurring EFT plans: \$2.00 (applied per account)
  - For all other payment plans: \$5.00 (applied per account)

If this account is for more than one policy, changes in these fees are not effective until the revised fee information is provided for each policy.

- 2. Late Fee: \$10.00 (applied per account)
- 3. Returned Payment Charge: \$25.00 (applied per check, electronic transaction, or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account)
- 4. Reinstatement Fee: \$0.00 (applied per policy)

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

I have read the above Application for Insurance. I agree that the application accurately summarizes the insurance for which I have applied and agree to the terms and conditions of the insurance as described in the Application.

DocuSigned by:

farmers.com Policy No. 76553-95-46

# Evidence of Insurance



Policy Number: 51361-21-03

Policy Edition: 1st

Effective: 11/20/2021 12:01 AM Expiration: Continuous until cancelled

Expiration Time: 12:01 AM Insured: Phil A Olb

Phil A Olbrechts PO Box 54

Las Vegas, NV 89125-0054

Underwritten By: Truck Insurance Exchange

6301 Owensmouth Ave.

Woodland Hills, CA 91367

Your Agent: Terry Edwards

5719 N Division St

Spokane, WA 99208-1216

(509) 489-4431 FAX: (509) 489-4437

tedwards@farmersagent.com

# **Vehicle Information**

Year	Make	Model	VIN
2010	Toyota	Prius Hybrid 5D	JTDKN3DU4A0182179

## **Coverages**

Coverage Type	Limit/Deductible
Bodily Injury Liability	\$500,000 each person
	\$500,000 each accident
Property Damage Liability	\$100,000 each accident
Underinsured Motorist Bodily	\$500,000 each person
Injury	\$500,000 each accident
Underinsured Motorist Property	
Damage	\$50,000 each accident
Comprehensive	\$100 Deductible
Collision	\$1,000 Deductible

Coverage Type	Limit/Deductible
Towing and Road Service	Not Covered
Personal Injury Protection	\$10,000 each person
Medical and Hospital Benefits	\$10,000 each person
Income Continuation	\$200 each week \$10,000 each person
Essential Services	\$200 each week \$5,000 each person
Other	Not Covered

This evidence is subject to all of the terms, conditions and limitations set forth in the policy and endorsements attached to it. It is furnished as a matter of information only and does not change, modify or extend the policy in any way. It supersedes all previously issued certificates.

# **Evidence of Insurance** (continued)

# Loss payable provisions

(Applicable only if lienholder is named, and no other Automobile loss payable endorsement is attached to the policy)

It is agreed that any payment for loss or damage to the vehicle described in this policy shall be made on the following basis:

- 1. At our option, loss or damage shall be paid as interest may appear to the policyholder and the lienholder shown in the Declarations, or by repair of the damaged vehicle.
- 2. Any act or neglect of the policyholder or a person acting on his behalf shall not void the coverage afforded to the lienholder.
- 3. Change in title or ownership of the vehicle, or error in its description shall not void coverage afforded to the lienholder.

The policy does not cover conversion, embezzlement or secretion of the vehicle by the policyholder or anyone acting in his behalf while in possession under a contract with the lienholder.

A payment may be made to the lienholder which we would not have been obligated to make except for these terms. In such event, we are entitled to all the rights of the lienholder to the extent of such payment.

The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse we will notify the lienholder at the address shown in the Declarations. We will give the lienholder advance notice of not less than 10 days from the effective date of such cancellation or lapse as respects his interest. Mailing notice to the loss payee is sufficient to effect cancellation.

The following applies as respects any loss adjusted with the mortgagee interest only:

- 1. Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
- 2. Any deductible applicable to Collision Coverage shall not exceed \$250.

12/17/2024

Date

**Authorized Representative** 



# Declarations Page

# NOTICE: THIS POLICY IS A CLAIMS-MADE POLICY. PLEASE READ THE POLICY CAREFULLY. Policy Number THE HANOVER INSURANCE COMPANY

LH2 A772755 09

440 Lincoln Street Worcester, MA 01653

(A Stock Insurance Company, herein called the Company)

Issue Date 11/14/2024

Item 1. NAMED INSURED AND ADDRESS

Olbrechts and Associates, PLLC 720 N. 10th St., A #297 Renton, WA 98057

Item 2. POLICY PERIOD

Inception Date: 10/29/2024 Expiration Date: 10/29/2025

(12:01 AM standard time at the address shown in Item 1.)

Item 3. LIMIT OF LIABILITY a. \$1,000,000 for each Claim; not to exceed

b. \$1,000,000 for all Claims in the Aggregate

Item 4. SUBLIMITS OF LIABILITY

Privacy and Security Liability Coverage a. \$1,000,000 for each Claim; not to exceed

b. \$1,000,000 for all Claims in the Aggregate

Item 5. DEDUCTIBLE a. \$2,500 each Claim

**b.** N/A for all **Claims** in the Aggregate

Item 6. SUPPLEMENTAL COVERAGE LIMIT AND DEDUCTIBLE

LIMIT Disciplinary Proceedings \$25,000 per Insured / \$0

\$25,000 for all **Insureds** 

Subpoena Assistance \$1,000,000 / \$1,000,000 in the \$2,500

Aggregate

Crisis Event \$25,000 per Event / \$2,500

\$25,000 in the Aggregate

Nonprofit Directors and Officers \$25,000 in the Aggregate \$0

Loss of Earnings \$500 per Day Not Applicable

\$20,000 per **Insured** \$50,000 in the Aggregate

Item 7. RETROACTIVE DATE 10/29/2010

Item 8. PREMIUM FOR THE POLICY PERIOD \$3,369.00
Total Premium: \$3,369.00

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# Declarations Page

Item 9. ENDORSEMENTS EFFECTIVE AT INCEPTION: See Schedule of Forms attached.

#### Item 10. NOTICE TO INSURER

Report a claim to the **Company** as required by Section G. Duties in the Event of Claim(s), Potential Claim(s), or Supplemental Coverage Matter(s) to:

The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653

National Claims Telephone Number: 1-800-628-0250, extension 8556281

Facsimile: 508-926-4789

Email: lawyerclaim@hanover.com

Agent on behalf of: MORANCO, INC.

9631 N. NEVADA ST. #309 SPOKANE, WA 99218

0901632

We have caused this Policy to be signed by our President and Secretary and countersigned where required by a duly authorized agent of the Company.

John C. Roche, President

Charles F. Cronin, Secretary

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