



HOME OFFICE ADDRESS:
111 N. Higgins, Suite 600
Missoula, MT 59802

PHONE:
(800) 367-2577

MAILING ADDRESS:
PO Box 9169
Missoula, MT 59807-9169

POLICY DECLARATIONS

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY.

POLICY NUMBER: ALPS14947- 11

Item 1 – Named Insured: Law Office of Michele Shaw
Address: 2125 Western Avenue, Suite 330
Seattle, WA 98121

APPROVED
By Diane Baer - Risk Management at 10:31 am, Jan 09, 2023

Item 2 – Retroactive Coverage Date: 10/31/1996

Item 3 – Name of Each Insured Attorney:

Shaw, Michele M.

Item 4 – Policy Period:
Effective Date and Time: 06/02/2022 at 12:01 AM at the address stated in Item 1.
Expiration Date and Time: 06/02/2023 at 12:01 AM at the address stated in Item 1.

Item 5 – Limit of Liability: \$ 1,000,000 Each Claim*
\$ 1,000,000 Aggregate

Item 6 – Deductible: \$ 2,500 Each Claim*

Item 7 – Annual Premium: \$ 2,730

Item 8 – Endorsements attached at inception of the policy form Premier (01-21):
Signature Page WA Amendatory First Dollar Defense Endorsement

* Important Notice: All Claims that arise out of or in connection with the same Professional Services or Interrelated Wrongful Acts, whenever made and without regard to the number of Claims, claimants, or implicated Insureds, shall be treated as a single Claim.

All current and previously submitted application forms delivered to the Company are made a part of the Policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by: 
Authorized Representative

Date: May 03, 2022



Named Insured: Law Office of Michele Shaw

Policy No: ALPS14947- 11

Effective Date: 06/02/2022

SIGNATURE PAGE

IN WITNESS WHEREOF, ALPS Property & Casualty Insurance Company has caused this **Policy** to be executed and attested, but this **Policy** shall not be valid unless countersigned by a duly authorized representative of ALPS Property & Casualty Insurance Company.

A handwritten signature in black ink, appearing to read "DA Bell".

[David A. Bell, President]

A handwritten signature in black ink, appearing to read "Bradley D. Dantic".

[Bradley D. Dantic, Secretary]



FIRST DOLLAR DEFENSE ENDORSEMENT

In consideration of the premium paid, it is understood and agreed that the **Policy** is amended as follows:

SECTION 4 – DEDUCTIBLE, CLAIM EXPENSE ALLOWANCE, LIMIT OF LIABILITY, AND MULTIPLE CLAIMS

Section 4.A.1. and Section 4.A.2. of the **Policy** are deleted in their entirety and replaced to read in their entirety as follows:

A. DEDUCTIBLE

1. For each and every **Claim** covered by this **Policy**, the **Named Insured** shall pay all **Damages** up to the **Deductible** for each and every covered **Claim**. The **Named Insured's** payment of all **Damages** up to the **Deductible** for each and every covered **Claim** is a condition precedent to the **Company's** obligation to pay any **Damages** for each and every covered **Claim**. Each **Insured** shall be jointly and severally liable for such **Damages** in the event the **Named Insured** fails to make any required payment.
2. The **Company** shall not have any obligation to pay **Damages** until after the **Deductible** is exhausted. If the **Company** pays any amount within the **Deductible**, the **Named Insured** and each **Insured** shall be jointly and severally liable to the **Company** for any and all such amounts paid by the **Company** and, on demand, shall promptly reimburse such amounts to the **Company**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



WASHINGTON AMENDATORY ENDORSEMENT

This Endorsement shall apply to and form a part of your **Policy** issued by ALPS Property & Casualty Insurance Company (the "**Company**"). The effective date of this endorsement is the **Effective Date** of your **Policy**.

In consideration of the premium paid, it is understood and agreed that the **Policy** is amended as follows:

SECTION 1 - INSURING AGREEMENTS

The following sentence is added at the end of Section 1.B.2. of the **Policy**:

The right to reimbursement of **Claims Expenses** will only apply to the costs the **Company** has incurred after the **Company** notifies the **Insured** in writing that coverage might not exist under the **Policy** and that the **Company** is reserving the **Company's** right to terminate the defense or the payment of **Claims Expenses** and to seek reimbursement for **Claims Expenses**.

Section 1.B.4. of the **Policy** is deleted in its entirety and replaced to read in its entirety as follows:

4. Where an **Insured** has a right or obligation to arbitrate a **Claim**, or receives a demand to arbitrate a **Claim**, neither the **Company** nor the **Insured** may elect arbitration without the mutual consent of both the **Company** and the **Insured**.

SECTION 6 - GENERAL CONDITIONS

The Section entitled "SUBROGATION" set forth in Section 6 of the **Policy** is deleted in its entirety and replaced to read in its entirety as follows:

1. To the extent of any payment under this **Policy**, the **Company** shall be subrogated to the **Insured's** rights of recovery against any person or organization after the **Insured** has been fully compensated under this **Policy**, and the **Insured** shall execute and deliver all instruments and papers and do whatever else may be necessary for the **Company** to secure such rights.
2. Any amount recovered after payment under this **Policy** shall be apportioned first to the **Insured** as indicated in the paragraph above and thereafter, in the inverse order of payment to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the same ratio as the recoveries.

The Section entitled "CANCELLATION" set forth in Section 6 of the **Policy** is deleted in its entirety and replaced to read in its entirety as follows:

CANCELLATION

1. This **Policy** may be cancelled by the **Named Insured** stated in the **Declarations** either by mailing or delivering written notice to the **Company** stating when the cancellation is to become effective. In the event the **Named Insured** cancels the **Policy**, the **Company** shall be entitled to retain the customary "short rate" portion of the premium. Except as otherwise provided, the **Named Insured** may cancel this **Policy** by notifying the **Company** 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.

2. Upon receipt of such notice, the **Company** 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 required by the **Named Insured**.

If the **Named Insured** provides verbal notice of cancellation to the **Company**, the **Named Insured** must also provide written confirmation of cancellation to the **Company**. The effective date of cancellation shall be the date of cancellation verbally requested by the **Named Insured**.

3. This **Policy** may be cancelled by the **Company** by delivering or mailing to the **Named Insured**, and any other person shown by the **Policy** to have an interest in any loss which may occur thereunder, at the principal address shown in the **Declarations**, written notice of cancellation, stating the reason for cancellation at least ten (10) days before the effective date of cancellation for nonpayment of premium and forty-five (45) days before the effective date of cancellation for all other reasons. A copy of the notice shall be provided within five (5) working days to the agent on the account or to the broker of record for the **Named Insured**. The effective date of cancellation shall become the end of the **Policy Period**. Delivery of such notice shall be equivalent to mailing. Proof of mailing shall be considered sufficient proof of notice.
4. In the event the **Company** cancels this **Policy** for any reason, it will compute earned premium on a *pro rata* basis. The **Company** may make any resultant premium adjustments at the time cancellation is effective, or as soon thereafter as is practicable. However, the payment or tender of unearned premium is not a condition of or a prerequisite to cancellation of the **Policy**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**EMPLOYMENT PRACTICES LIABILITY INSURANCE
POLICY DECLARATIONS**

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE UNDER THE POLICY WITH YOUR INSURANCE ADVISOR.

Policy Number: EPLI14947
Named Insured: Law Office of Michele Shaw
Named Insured Address: 2125 Western Avenue, Suite 330
Seattle, WA 98121

Policy Period: From: 06/02/2022 To: 06/02/2023
At 12:01 a.m. Local Time at the Named Insured Address

Retroactive Date: 06/02/2022

Prior Knowledge Date: 06/02/2022

Aggregate Limit Of Liability: \$100,000

Limits of Liability:

Employment Practices Liability \$100,000
Employment Practices Liability
– Third Party Wrongful Acts \$100,000

**The above Limits are part of and not in addition to the Aggregate Limit of Liability*

Sublimit:

Immigration Practices Defense
Costs sublimit of liability \$10,000
OSHA Coverage \$10,000

**The above sublimits are part of and not in addition to the Aggregate Limit of Liability*

Retention: \$5,000

Loss arising from a Claim or incident

Premium: \$75

Endorsements Effective At Inception EPL (07-21):

- ALPS-END-NUC (01-18) – Nuclear Incident Exclusion
- ALPS-END-RAD (01-18) – Radioactive Contamination Exclusion
- ALPS SIG (01-18)
- EPL-END-WA-SAE (07-21)

All current and previously submitted application forms delivered to the Company are made a part of the policy. The Named Insured may obtain a copy of all application forms by *submitting* a written request to the Company.

Countersigned by: 
Authorized Representative

Date: May 03, 2022



Named Insured: Law Office of Michele Shaw

Policy No. EPL14947

Effective Date: 06/02/2022

SIGNATURE PAGE

IN WITNESS WHEREOF, ALPS Property & Casualty Insurance Company has caused this **Policy** to be executed and attested, but this **Policy** shall not be valid unless countersigned by a duly authorized representative of ALPS Property & Casualty Insurance Company.

[David A. Bell, President]

[Bradley D. Dantic, Secretary]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) 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

- (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include 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 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 (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE- LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

WASHINGTON AMENDATORY ENDORSEMENT

This Endorsement shall apply to and form a part of your **Policy** issued by ALPS Property & Casualty Insurance Company. The effective date of this Endorsement is the effective date of your **Policy**.

In consideration of the premium paid, it is understood and agreed that the **Policy** is amended as follows:

SECTION II – DEFINITIONS

SECTION II – DEFINITIONS is amended by adding a new definition at the end of the Section, as follows:

II. **Terrorism** means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives or to express (or express opposition to) a philosophy or ideology.

SECTION III – EXCLUSIONS

SECTION III – EXCLUSIONS, paragraph M. is deleted in its entirety and replaced with the following:

M. We will not pay for any **Loss** caused directly or indirectly by **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. **But this exclusion applies only when one or more of the following are attributed to an incident of Terrorism:**

1. The **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
3. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **Terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph M.5. or M.6. are exceeded.

With respect to this Exclusion, Paragraphs M.5. and M.6. describe the threshold used to measure the magnitude of an incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **Terrorism**, there is no coverage under this Coverage Part.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any **Loss** that is otherwise excluded under this Coverage Part.

SECTION VI – DEFENSE, COOPERATION, SETTLEMENT AND SUBROGATION

SECTION VI – DEFENSE, COOPERATION, SETTLEMENT AND SUBROGATION is amended by deleting paragraph E and replacing it with the following:

In the event of any payment under this **Policy**, **we** shall be subrogated to the **Insureds'** rights of recovery against any person or entity after the **Insured** has been fully compensated under this **Policy**. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents as are necessary to enable **us** effectively to bring suit in their name and shall provide all other assistance and cooperation which **we** may reasonably require.

Notwithstanding the foregoing, **we** agree to waive our rights of subrogation against any of the **Insured Persons**, except where a final non-appealable adjudication in the underlying action adverse to the relevant **Insured Person(s)** establishes that the relevant **Insured Person(s)** committed a deliberately fraudulent or deliberately criminal act or omission.

SECTION VII - NOTIFICATION

SECTION VII – NOTIFICATION, paragraph A. is amended by replacing the phrase “30 days” with “sixty (60) days”.

SECTION VIII – OPTIONAL EXTENSION PERIOD

SECTION VIII – OPTIONAL EXTENSION PERIOD is amended by deleting paragraph A and replacing it as follows:

If this **Policy** is cancelled by the **Named Insured**, or if the **Named Insured** or **we** non-renew this **Policy**, or if this **Policy** is renewed by **us** with terms less favorable to the **Named Insured**, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in the Declarations of the total annual premium for this **Policy**, to an extension of the coverage granted by this **Policy** with respect to any **Claim** first made during the period of time set forth for the **Optional Extension Period** in the Declarations after the end of the **Policy Period**, but only with respect to any **Wrongful Act** committed or any conduct undertaken before the effective date of cancellation or nonrenewal.

SECTION XVII – AUTHORIZATION is deleted in tis entirety.

SECTION XVIII – CANCELLATION OR NONRENEWAL

SECTION XVIII – CANCELLATION OR NONRENEWAL is amended by deleting the first paragraph and replacing it as follows:

The **Named Insured** may cancel this **Policy** by providing one of the following types of notice:

1. Written notice of cancellation to **us** or agent of record, by mail, fax or email;
2. Surrender of the **Policy** to **us** or agent of record; or
3. Verbal notice to **us** or agent of record, stating when thereafter the cancellation shall be effective.

If an effective date is not provided, cancellation shall become effective upon receipt of notice.

SECTION XVIII – CANCELLATION OR NONRENEWAL is amended by deleting the second paragraph and replacing it as follows:

We may cancel this **Policy** only for nonpayment of premium by mailing to the **Named Insured** written notice stating when, not less than twenty (20) days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by **us** shall be equivalent to mailing.

Notice of cancellation shall be sent at the same time to the **Named Insured's** producer of record, if known, and to the mortgagee or pledgee, if applicable. Notice of cancellation shall also be sent to any other **Insured** shown in the Declarations, if applicable, to have an interest in any **Loss** afforded coverage under this **Policy**. The notice shall state the reason for cancellation or nonrenewal.

SECTION XVIII – CANCELLATION OR NONRENEWAL is amended by addition of the following after the first and only sentence of the fifth and last paragraph:

A copy of such notice shall be sent at the same time to the **Named Insured's** producer of record, if known, at the last mailing address known by **us**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



A Montana Stock Corporation

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**CYBER LIABILITY AND DATA BREACH RESPONSE INSURANCE
POLICY DECLARATIONS**

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO US IN WRITING. PLEASE REFER TO THE SECTION ENTITLED “NOTICE OF CLAIM OR LOSS” SET FORTH ON PAGE 16 OF THIS POLICY TO UNDERSTAND THE INSURED’S OBLIGATIONS TO TIMELY REPORT TO US IN WRITING ANY CLAIM OR LOSS COVERED UNDER THIS POLICY.

AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND SUB-LIMITS OF LIABILITY AND ARE SUBJECT TO RETENTIONS. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Policy Number: CYBR14947- 7

Named Insured: Law Office of Michele Shaw

Named Insured Address: 2125 Western Avenue, Suite 330
Seattle, WA 98121

Policy Period:

From: 06/02/2022

To: 06/02/2023

Both dates at 12:01 a.m. Local Time at the Named Insured Address set forth above.

Policy Premium: \$65

Endorsements Attaching to the Policy and Effective at Inception CYBER (07-21):

ALPS-END-NUC (01-18) – Nuclear Incident Exclusion

ALPS-END-RAD (01-18) – Radioactive Contamination Exclusion

ALPS SIG (01-18)

CYBER-END-WA-SAE (07-21)

NOTE: Please refer to Page 2 of these Policy Declarations for Limits of Liability, certain Sub-limits of Liability pertaining to certain coverages under this Policy, and certain Retentions pertaining to certain coverages under this Policy.

CYBER LIABILITY AND DATA BREACH RESPONSE INSURANCE

POLICY DECLARATIONS

Limits of Liability, Sub-limits of Liability and Retentions:

	Aggregate Limit	Retention
Policy Aggregate Limit of Liability – applies to all Insuring Agreements under the Policy, with the exception of the Breach Response coverage, and subject to the applicable aggregate Sub-limits of liability listed below. <div style="text-align: right;">1-10 Attorneys</div>	\$100,000	
Sub-Limits of Liability:		
First Party Loss		
Business Interruption Loss:	\$10,000	\$2,500 each loss
Cyber Extortion Loss:	\$10,000	\$2,500 each Extortion Threat
Data Recovery Costs:	\$10,000	\$2,500 each Security Breach
Reputational Loss:	\$10,000	\$2,500 each loss
Liability		
Data & Network Liability:	\$100,000	\$2,500 each loss
Regulatory Defense & Penalties:	\$50,000	\$2,500 each loss
Payment Card Liabilities & Costs:	\$5,000	\$2,500 each loss
Media Liability:	\$100,000	\$2,500 each loss
eCrime		
Fraudulent Instruction:	\$10,000	\$2,500 each loss
Funds Transfer Fraud:	\$10,000	\$2,500 each loss
Telephone Fraud:	\$10,000	\$2,500 each loss
Criminal Reward:	\$10,000	\$2,500 each loss
Breach Response Aggregate Limit of Coverage In addition to the Policy Aggregate Limit of Liability		
Breach Response:	\$75,000	\$2,500 each loss

NOTICE: All current and previously submitted application forms delivered to the Underwriters are made a part of the **Policy**. The **Named Insured** may obtain a copy of all application forms by submitting a written request to the Underwriters.

Countersigned by: 
Authorized Representative

Date: May 03, 2022



Named Insured: Law Office of Michele Shaw

Policy No. CYBR14947- 7
Effective Date: 06/02/2022

SIGNATURE PAGE

IN WITNESS WHEREOF, ALPS Property & Casualty Insurance Company has caused this **Policy** to be executed and attested, but this **Policy** shall not be valid unless countersigned by a duly authorized representative of ALPS Property & Casualty Insurance Company.

[_____
[David A. Bell, President]

[_____
[Bradley D. Dantic, Secretary]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) 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

- (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include 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 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 (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE- LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.



WASHINGTON AMENDATORY ENDORSEMENT

This Endorsement shall apply to and form a part of your Policy issued by ALPS Property & Casualty Insurance Company. The effective date of this Endorsement is the effective date of your Policy.

In consideration of the premium paid, it is understood and agreed that the Policy is amended as follows:

SECTION III - EXCLUSIONS

SECTION III – EXCLUSIONS, **Criminal, Intentional or Fraudulent Acts**, is deleted in its entirety and replaced with the following:

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional **Security Breach**, intentional violation of a **Privacy Policy**, or intentional or knowing violation of the law, if committed by such **Insured**, or by others if the **insured** colluded or participated in any such conduct or activity; provided this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or written admission by the **Insured**, establishing such conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **Named insured** shall reimburse us for all **Claims Expenses** incurred defending the **Claim** and we shall have no further liability for **Claims Expenses**. The right to reimbursement of **Claims Expenses** will only apply to the costs we have incurred after we notify the **Insured** in writing that there may not be coverage and that we are reserving our right to terminate the defense or the payment of **Claims Expenses** and to seek reimbursement for **Claims Expenses**.

Provided further, that whenever coverage under this Insurance would be excluded, suspended or lost because of this exclusion relating to acts or violations by any **Insured**, and with respect to which any other **Insured** did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge thereof, then we agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **Insureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in above; however this exception to this exclusion is inapplicable to any **Claim** or circumstance that could reasonably be the basis of a **Claim** against the **Insured Organization** arising from acts, errors or omissions known to any present or former member of the **Control Group**.

SECTION VII - GENERAL CONDITIONS, **Subrogation**, is deleted in its entirety and replaced with the following:

Subrogation

To the extent of any payment under this Policy, we shall be subrogated to the **Insured's** rights of recovery against any person or organization after the **Insured** has been fully compensated under this Policy, and the **Insured** shall execute and deliver all instruments and papers and do whatever else may be necessary to secure such rights.

Any amount recovered after payment under this Policy shall be apportioned first to the **Insured** as indicated in the paragraph above and thereafter, in the inverse order of payment to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the same ratio as the recoveries.

SECTION VII - GENERAL CONDITIONS, **Cancellation and Nonrenewal**, is deleted in its entirety and replaced with the following:

Cancellation and Nonrenewal

This Policy may be cancelled by the **Named Insured** at any time by surrender thereof to us or by mailing or delivering to us written notice stating when the cancellation shall be effective.

Except as otherwise provided, the **Named Insured** 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 required by the **Named Insured**.

If the **Named Insured** provides verbal notice of cancellation to us, the **Named Insured** must also provide written confirmation of cancellation to us. The effective date of cancellation shall be the date of cancellation verbally requested by the **Named Insured**.

This Policy may be cancelled by us by delivering or mailing to the **Named Insured**, and any other person shown by the Policy to have an interest in any loss which may occur thereunder, at the address shown in the **Policy Declarations**, written notice of cancellation, stating the reason for cancellation at least ten (10) days before the effective date of cancellation for nonpayment of premium and forty-five (45) days before the effective date of cancellation for all other reasons. A copy of the notice shall be provided within five (5) working days to the agent on the account or to the broker of record for the **Named Insured**. The effective date of cancellation shall become the end of the **Policy Period**. Delivery of such notice shall be equivalent to mailing. Proof of mailing shall be considered sufficient proof of notice.

If the **Named Insured** cancels this Policy, the earned premium shall be computed in accordance with the customary short rate tables and procedures. If we cancel, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Should we decide to non-renew this Policy, we shall mail or deliver written notice to the **Named Insured**, and any other person shown by the Policy to have an interest in any loss which may occur thereunder, at the address shown in the **Policy Declarations** at least forty-five (45) days before the end of the **Policy Period**. The notice shall include the reason for nonrenewal. A copy of the notice shall be provided within five (5) working days to the agent on the account or to the broker of record for the **Named Insured**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.