

Declarations Page

NOTICE: THIS POLICY IS A CLAIMS-MADE POLICY. PLEASE READ THE POLICY CAREFULLY.

Policy Number

LH2 A870107 08

THE HANOVER INSURANCE COMPANY

440 Lincoln Street
Worcester, MA 01653
(A Stock Insurance Company, herein called the **Company**)

Issue Date 03/06/2024

Item 1. NAMED INSURED AND ADDRESS

SWABY & RIVAS ATTORNEY AT LAW PLLC
17837 1ST AVENUE S #520
NORMANDY PARK, WA 98148

APPROVED

By Diane Baer - Risk Management at 8:21 am, Dec 30, 2024

Item 2. POLICY PERIOD

Inception Date: 03/08/2024

Expiration Date: 03/08/2025

(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. \$2,000,000 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. \$1,000 each **Claim**
- b. N/A for all **Claims** in the Aggregate

Item 6. SUPPLEMENTAL COVERAGE LIMIT AND DEDUCTIBLE

	LIMIT	DEDUCTIBLE
Disciplinary Proceedings	\$25,000 per Insured / \$25,000 for all Insureds	\$0
Subpoena Assistance	\$1,000,000 / \$2,000,000 in the Aggregate	\$1,000
Crisis Event	\$25,000 per Event / \$25,000 in the Aggregate	\$1,000
Nonprofit Directors and Officers	\$25,000 in the Aggregate	\$0
Loss of Earnings	\$500 per Day \$20,000 per Insured \$50,000 in the Aggregate	Not Applicable

Item 7. RETROACTIVE DATE

03/08/2016

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Item 8. PREMIUM FOR THE POLICY PERIOD **\$4,022.00**
Total Premium: **\$4,022.00**

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: MAINSTREET LAWYERS INS
2212 QUEEN ANNE AVE N #371
SEATTLE, WA 98109
0901531

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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This is a **CLAIMS-MADE AND REPORTED** Policy. Subject to the terms, conditions, exclusions and limitations of this Policy, coverage is limited to liability for only those Claims that are first made against You and reported to Us in writing after the Retroactive Date and during the Policy Period or an Extended Reporting Period.

This is a “defense within limits” Policy with Claim Expenses included within the Limit of Liability. The Limit of Liability available to pay Damages will be reduced by amounts We pay for Claim Expenses as defined in the Policy. Further note that amounts incurred for Claim Expenses and Damages are subject to the deductible.

Please read this Policy carefully.

Throughout this Policy, the terms **We**, **Us** and **Our** refer to the **Company** providing this insurance. The terms **You** and **Your** refer to the persons and entities insured under this Policy. Other terms in bold print have special meaning and are defined in this Policy.

In consideration of the premium charged, in reliance upon the statements in **Your** application and subject to the Declarations page, limitations, conditions, definitions and other provisions of this Policy, including endorsements hereto, **We** agree with **You** as follows:

A. COVERAGE

1. Professional Services Coverage

We will pay on **Your** behalf those sums which **You** become legally obligated to pay as **Damages** because of any **Claim** made against **You** for a **Wrongful Act**.

2. Privacy and Security Liability Coverage

We will pay on **Your** behalf those sums which **You** become legally obligated to pay as **Damages** because of any **Claim** made against **You** for a **Wrongful Act** resulting in a **Privacy Breach** or **Security Breach**. Any payment made hereunder is subject to the sublimit of liability referenced in Item 4. of the Declarations page. The sublimit of liability is part of, and not in addition to the Limits of Liability referenced in Item 3. of the Declarations page.

3. Supplemental Coverage

The **Supplemental Coverage** Limits in Item 6. of the Declarations page, if applicable, are in addition to the Limits of Liability referenced in Item 3. of the Declarations page, unless stated otherwise.

a. Pre-Claim Assistance

If **You** report a **Potential Claim** to **Us** in writing during the **Policy Period**, any costs or **Defense Expenses** **We** incur in investigating or monitoring the **Potential Claim** will be paid by **Us**. The decision to incur any costs or **Defense Expenses** regarding a **Potential Claim** is at **Our** sole discretion.

b. Disciplinary Proceedings

We will pay on **Your** behalf only **Defense Expenses** incurred in responding to a **Disciplinary Proceeding** commenced against **You** and reported to **Us** in writing during the **Policy Period** or an **Extended Reporting Period**. **We** shall not pay any **Damages** incurred as a result of a **Disciplinary Proceeding**.

c. Subpoena Assistance

We will pay on **Your** behalf only **Subpoena Response Expenses** for a **Subpoena** first received by **You** and reported to **Us** in writing during the **Policy Period**. Any notice **You** give **Us** of such **Subpoena** that complies with the conditions under Section G.3. will be deemed notification of a **Potential Claim** under Section G.4. of this **Policy**. The Subpoena Assistance Limit in Item 6. of the Declarations page is part of, not in addition to, the Limits of Liability referenced in Item 3. of the Declarations page.

d. Crisis Event

We will pay on **Your** behalf **Event Expenses** for a **Crisis Event** first occurring and reported to **Us** in writing during the **Policy Period**.

e. Nonprofit Directors and Officers

We will pay only **Defense Expenses** on **Your** behalf arising out of a **Suit** made against **You** during the **Policy Period**, and reported to **Us** in writing during the **Policy Period**, for **Your** negligent acts, errors or omissions as a director or officer of a **Nonprofit Entity** on behalf of the **Named Insured**, provided that such activities as a director or officer of a **Nonprofit Entity** have been previously disclosed to **Us** in **Your** application or other written form accepted by **Us**. The coverage provided under this Nonprofit Directors and Officers Expense shall be excess of all other valid and collectable Directors and Officers Liability Insurance, whether provided on a primary, excess, contingent, or any other basis which has been issued to such **Nonprofit Entity** or **You**.

f. Loss of Earnings

We will pay for loss of earnings **You** incur to attend hearings, trials or alternative dispute resolution proceedings, involving a **Claim** or **Disciplinary Proceeding**, at **Our** written request.

4. Additional Requirements

The following additional requirements and limitations shall apply to coverage provided under A.1., A.2., and A.3. above:

- a. The **Wrongful Act** and **Professional Services** must have first occurred on or after the applicable **Retroactive Date(s)**;
- b. None of **You** had knowledge of a **Wrongful Act**, or any facts or other circumstances, which may reasonably give rise to a **Claim** or **Supplemental Coverage Matter**, or knowledge of any **Claim** or **Supplemental Coverage Matter**, prior to the inception date of this **Policy**; and
- c. The **Claim** or **Supplemental Coverage Matter** must first be made and reported to **Us** in writing during the **Policy Period** or an applicable **Extended Reporting Period**.

B. DEFENSE AND SETTLEMENT

1. **We** have the exclusive right and duty to defend any **Claim** made under this **Policy**, even if the allegations are groundless, false or fraudulent. However, if **You** are entitled under applicable law to select defense counsel, then such defense counsel shall comply with **Our** customary rates and litigation guidelines regarding billing, staffing and reporting. **We** will pay **Claim Expenses** in connection with a **Claim We** defend. **We** are not obligated to defend any criminal investigation, criminal proceeding or prosecution, or any **Claim** for **Equitable Relief** against **You**. If a **Claim** is not covered under this **Policy**, **We** will have no duty to defend it.
2. **Our** duty to defend any **Claim** or pay any amount as **Damages**, **Claim Expenses** or **Defense Expenses** will cease when **Our** Limit of Liability has been exhausted or there is a **Final Adjudication** against **You**. Upon exhaustion of the limits of liability, **We** will tender control of the defense to the **Named Insured**. The **Named Insured** agrees to accept this tender of defense.
3. **We** will not settle a **Claim** without **Your** consent. If **You** refuse to consent to a settlement **We** recommend and which a claimant would accept, then **Our** liability for the **Claim** will not exceed:
 - a. The amount **We** would have been liable for **Damages** if the **Claim** had been settled, including **Claim Expenses** incurred up to the time of **Your** refusal; and
 - b. Eighty (80%) percent of **Damages** incurred in excess of the amount for which the **Claim** could have been settled plus Eighty (80%) percent of **Claim Expenses** incurred after the time of **Your** refusal.

You shall be responsible for the remaining percentage of **Damages** and **Claims Expenses**. For the purpose of this section, settlement includes, but is not limited to, any resolution of a **Claim** that would have occurred as a result of any court-ordered process which **You** chose not to accept.
4. The **Named Insured** is responsible for any expenses, including fees or costs charged by a lawyer defending **You**, incurred without **Our** written consent.

C. LIMIT OF LIABILITY AND DEDUCTIBLE

1. Limit of Liability

- a. The Limit of Liability shown on Item 3.a. of the Declarations page for each **Claim** is the most **We** will pay for the sum of all **Loss** arising out of a single **Claim** or related **Claims** and related **Supplemental Coverage Matters**, if such **Supplemental Coverages** are stated as part of, not in addition to, the Limits of Liability, regardless of the number of persons or entities insured under this **Policy**, number of **Claims** made, number of **Supplemental Coverage Matters** or the number of persons or entities making **Claims** or **Supplemental Coverage Matters** during the **Policy Period** or during any **Extended Reporting Period**.
- b. All **Claim Expenses** will first be subtracted from the Limit of Liability, with the remainder, if any, being the amount available to pay for **Damages**.
- c. The Aggregate limit shown on Item 3.b. of the Declarations page is the most **We** will pay for the sum of all **Loss** for all **Claims** and for all **Supplemental Coverage Matters** if such **Supplemental Coverages** are stated as part of, not in addition to, the Limits of Liability under this **Policy**.
- d. The **Supplemental Coverage** Limits shown on Item 6. of the Declarations page, if applicable, are the most **We** will pay for all **Defense Expenses** arising out of a single **Supplemental Coverage Matter** or related **Supplemental Coverage Matters** for each **Supplemental Coverage**. The Aggregate **Supplemental Coverage** Limits shown on Item 6. of the Declarations page, if applicable, are the most **We** will pay for the sum of all **Defense Expenses** for all **Supplemental Coverage Matters** for each **Supplemental Coverage**. The applicable **Supplemental Coverage** Limits are in addition to the Limits of Liability referenced in Item 3. of the Declarations page, unless stated otherwise.

2. Deductible

You will pay the deductible amounts shown on the Declarations page. The deductibles apply as applicable to each **Claim** or **Supplemental Coverage Matter**. **You** must pay the deductible immediately when invoiced or, in the event that offers of judgment or settlement demands are made which **You** and **We** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.

If different parts of a **Claim** or **Supplemental Coverage Matter** are subject to different deductibles, the applicable deductible will be applied separately to each part of such **Claim** or **Supplemental Coverage Matter** but the sum of such deductibles shall not exceed the largest applicable deductible.

3. Deductible Reduction Benefit

a. Mediation

If **We** ask, and **You** agree, to use **Mediation** to resolve any **Claim** brought against **You**, and if the **Claim** is resolved by **Mediation** within one hundred eighty (180) days after **You** receive the suit or demand, **Your** deductible obligation for that **Claim** will be reduced by 50%. The maximum amount of the reduction is \$10,000.

- b. Deductible reductions may not be combined. Only one reduction in **Your** deductible obligation may be applied to a single **Claim**. A deductible reduction will not be applied:

- 1) To any subsequent **Claims** in the **Policy Period**; or
- 2) If the **Policy** is cancelled, terminated, or non-renewed.

4. Aggregate Deductible

The Aggregate Deductible amount will be shown in the Declarations page, if applicable, and is the most **You** will pay for the sum of all Deductibles for all **Claims** to which this **Policy** applies.

5. Reimbursement

In the event that **We** voluntarily choose or are compelled by a court of law to make any payment of the deductible or any **Loss** not covered by this **Policy**, and request reimbursement from **You**, the reimbursement is payable immediately, but no later than thirty (30) days after **Our** written demand.

D. DEFINITIONS

Bodily Injury means physical injury of a person, sickness, disease or death and, if arising out of the foregoing, mental anguish, emotional distress, mental injury, shock or humiliation.

Breach Notice Law means any federal, state, local or foreign privacy legislation, regulation and their functional equivalent that requires an entity to provide notice to affected natural persons of any actual or potential unauthorized access to their **Confidential Records**.

Claim means a:

1. Written demand received by an **Insured** for **Damages** or **Equitable Relief**;
2. **Suit**;
3. Formal administrative or regulatory proceeding commenced by the filing of charges, formal investigative order or similar document;
4. Arbitration or mediation proceeding commenced by the receipt of a demand for mediation or similar document; or
5. Written request received by an **Insured** to toll or waive a statute of limitations.

All **Claims** made against any **Insured** that include, in whole or in part, allegations of **Wrongful Acts**, facts or circumstances that have a causal or logical connection will be considered one **Claim**. All such **Claims** will be considered first made at the time the earliest such **Claim** was made against any **Insured**. **Wrongful Acts**, facts or circumstances have a causal connection if the **Wrongful Acts**, facts or circumstances give rise, directly or indirectly, to the other such **Wrongful Acts**, facts or circumstances. **Wrongful Acts**, facts or circumstances have a logical connection if there is a goal, motive or methodology that is both common and central to the matters alleged.

Claim Expenses means all expenses **We** incur or authorize in writing for the investigation, adjustment, defense or appeal of a **Claim**. These expenses include fees charged by a lawyer, mediator or arbitrator with **Our** consent for which **You** are obligated. **Claim Expenses** also means premiums on appeal, attachment or similar bonds.

Claim Expenses do not include salaries, wages, fees, overhead or benefit expenses associated with:

1. Any **Insured** except as specified in A.3.f. Loss of Earnings; or
2. **Our** employees, except for salaries, wages, fees, overhead or benefit expenses charged by **Our** employed attorneys who are designated to represent **You**, with **Your** prior written consent.

Company means the insurance company that issued this **Policy**, as shown on the Declarations page or referred to herein as **We**, **Us**, or **Our**.

Computer means a single hardware device or group of hardware devices, on which software, applications, script, code or computer programs, containing **Data** can be operated and viewed.

Confidential Record means a natural person's first name or first initial and last name, in combination with:

1. Non-public personally identifiable information, as defined in applicable federal, state, local or foreign legislation or regulations, including social security number, driver's license number or other personal identification number (including an employee identification number or student identification number);
2. Financial account number (including a bank account number, retirement account number or healthcare spending account number);
3. Credit, debit or payment card numbers;
4. Any Information related to employment by an **Insured**;
5. Individually identifiable information considered nonpublic personal information pursuant to Title V of the Gramm-Leach Bliley Act of 1999, as amended; or
6. Any individually identifiable information considered protected health information pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended;

which is owned by an **Insured** or for which an **Insured** is legally liable and is intended by an **Insured** to be accessible only by natural persons or entities it has specifically authorized to have such access.

Crisis Event means:

1. Potential dissolution of the **Named Insured**;
2. Death, serious illness or departure of a principal, partner, owner, director, executive officer, risk manager or in-house general counsel of the **Named Insured**;
3. Incident of workplace violence; or
4. The arrest of, initiation of a criminal investigation of, or criminal proceeding against the Chief Executive Officer, Chief Financial Officer, President, partner, principal, LLC Managing Member, or member of the board of directors, for the rendering of **Professional Services**;

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

Crisis Management Firm means a public relations service provider hired by **You** with **Our** prior written consent. **Our** consent will not be unreasonably withheld.

Cyber Attack means the transmission of fraudulent or unauthorized **Data** that is intended to, and successfully modifies, alters, damages, destroys, deletes, records, transmits, or consumes information within a **System** without authorization, including **Data** that is self-replicating or self-propagating, and which causes the disruption of the normal operation of a **System**.

Damages mean:

1. Compensatory monetary judgments, awards or settlements, unless otherwise excluded;
2. Pre-judgment interest; and
3. Post judgment interest that accrues after entry of judgment and before **We** have paid, offered to pay or deposited in court, that part of the judgment within the applicable Limit of Liability.

Damages do not include:

4. Any costs or expenses in complying with any demand for or award of **Equitable Relief**, even if such compliance is compelled as a result of a judgment, award or settlement;
5. Any return, restitution or reduction of professional fees;
6. Correcting, re-performing or completing any **Professional Services**;
7. Criminal or civil fines, statutory penalties, or sanctions against **You**, whether imposed by law or otherwise; or
8. Punitive or exemplary damages, and the multiple portions of any multiplied damages awarded.

Data means a representation of information, knowledge, facts, concepts or instructions which are being processed or have been processed in a **Computer**.

Defense Expenses means all expenses **We** incur or authorize in writing for a **Supplemental Coverage Matter**. These expenses include fees charged by a lawyer, mediator or arbitrator with **Our** consent for which **You** are obligated. **Defense Expenses** do not include **Damages**, other relief or **Claim Expenses**.

Disciplinary Proceeding means an administrative or regulatory proceeding by a regulatory or disciplinary official or agency to investigate or prosecute charges alleging professional misconduct or ethical violations in the performance of **Professional Services**.

Domestic Partner means any natural person granted legal status as a domestic partner under any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

Employment Practices means any actual or alleged:

1. Wrongful termination of the employment of, or demotion of, or failure or refusal to hire or promote any person in violation of law or in breach of any agreement to commence or continue employment;
2. Unlawful employment discrimination;
3. Sexual harassment of an employee or applicant for employment; or
4. Retaliatory treatment against an employee on account of that employee's exercise or attempted exercise of his or her rights under law.

Equitable Relief means a remedy other than the payment of expenses or monetary **Damages**. **Equitable Relief** includes non-monetary relief and injunctive relief.

Event Expenses means the reasonable fees and costs for public relations consulting services performed by a **Crisis Management Firm**, as a result of a **Crisis Event**.

Extended Reporting Period means an additional period of time for reporting **Claim(s)** and **Disciplinary Proceedings**.

Final Adjudication means a final judgment, or settlement entered into, terminating the litigation or administrative proceedings.

Independent Contractor means a natural person who performs **Professional Services** on behalf of the **Named Insured**, subject to a written contract with, and at the direction and control of, the **Named Insured**.

Insured, also referred to herein as **You** or **Your**, means the **Named Insured** and:

1. Any **Predecessor Firm**;
2. Any individual, who was, is or becomes an owner, partner, officer, director, shareholder, associate, paralegal, manager, member or employee of the **Named Insured**, solely while acting in a professional capacity on behalf of the **Named Insured** or a **Predecessor Firm**;
3. The **Named Insured's** part-time, intern, temporary or leased employees, but only while acting on behalf of the **Named Insured**;
4. **Your** lawful spouse or **Domestic Partner**, solely for liability arising from any **Wrongful Act** of an **Insured** committed without the participation of such spouse or **Domestic Partner**;
5. **Your** heirs, assigns, and legal representatives in the event of **Your** death, incapacity or bankruptcy to the extent that **You** would have been covered; or
6. A past or present **Independent Contractor** or Of Counsel attorney, but solely while acting in such capacity on behalf of the **Named Insured**.

Insured does not mean any title agency, title insurance company or any other entity on whose behalf an **Insured** acts as a title agent or designated issuing attorney, unless specifically scheduled as an **Insured** on this **Policy**.

Loss means **Claim Expenses**, **Damages** and **Defense Expenses** and does not include **Equitable Relief**.

Material Change means:

1. Any merger, acquisition, spin-off, dissolution or split involving the **Named Insured**;
2. If the **Named Insured** had 8 or more attorneys in **Your** last application provided to **Us**, any addition in attorney count of fifty percent (50%) or greater;
3. Any addition of an attorney who has had a claim or potential claim involving that attorney;
4. Any addition of an attorney who is or has been subject to any **Disciplinary Proceeding**, or has been reprimanded, censured, disbarred or prohibited from practicing law before any court or administrative agency; or
5. Financial impairment of the **Named Insured**, including but not limited to, the appointment of a receiver, conservator, liquidator, or trustee for the **Named Insured**, or if under the bankruptcy laws, the **Named Insured** has become a debtor in possession.

Mediation means the non-binding intervention of a qualified neutral third party chosen by **You** and the other party to a **Claim** with agreement by **Us**.

Named Insured means the sole proprietor, entity, partnership, or corporation designated on the Declarations page.

Non-Profit Entity means a tax-exempt organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Personal Injury means:

1. False arrest, detention or imprisonment;
2. Wrongful entry, eviction or other invasion of private occupancy;

3. Malicious prosecution;
4. Abuse of process;
5. The publication or utterance of libel, slander or other defamatory or disparaging material; or
6. A publication in violation of a person's right of privacy.

Policy means this policy form, the Declarations page, any endorsements to this **Policy** issued by **Us**, and **Your** application.

Policy Period means the period from the inception date of this **Policy** to the **Policy Termination Date**.

Policy Termination Date means the expiration date of this **Policy** as shown on the Declarations page, or the cancellation date of this **Policy**, whichever is earlier.

Potential Claim means a **Wrongful Act**, or any facts or other circumstances, including a complaint or grievance, which may reasonably give rise to a **Claim**.

Predecessor Firm means any law firm or legal entity that was engaged in **Professional Services**, is dissolved or inactive, and to whose assets and liabilities the **Named Insured** is the majority (more than 50%) successor in interest.

Privacy Breach means:

1. **Your** failure to protect a **Confidential Record**, including a **Cyber Attack on Your System**, or the actions of a **Rogue Employee**, which directly results in the unauthorized disclosure of one or more **Confidential Records**;
2. The theft or negligent loss of hardware, **Storage Media, System Output, Data** or other documents owned or controlled by, or on behalf of, **You** on which **Confidential Records** are stored or recorded;
3. **Your** negligent failure to disclose an event referenced in 1. or 2. above in violation of any **Breach Notice Law**; or
4. **Your** negligent violation of any applicable federal, state, foreign or local privacy legislation or regulation in connection with any **Claim**.

Professional Services means advice given or services performed for others for a fee, as a

1. Lawyer, mediator, collaborative lawyer, arbitrator, notary public, administrator, conservator, receiver, executor, guardian, trustee, or in any similar fiduciary capacity, but only if the services rendered are those ordinarily performed by a lawyer;
2. Law clerk, paralegal, legal secretary, notary public, or other legal support staff;
3. Title insurance agent, title abstractor (including providing title opinions or title certifications), title searcher, escrow agent, or closing agent;
4. Speaker, author of legal treatises, presenter of legal seminars, or lobbyist;
5. Expert witness only when retained to offer expert opinion on issues related to the law, legal procedures or practices, or the legal profession;
6. Member of a formal accreditation, ethics, peer review, licensing board, standards review, bar association or similar professional board or committee; and
7. Pro-bono services appointed by a court and pro-bono services on behalf of a **Non-Profit Entity**, in 1. and 2. above, performed with the prior written consent of the **Named Insured**.

Professional Services does not mean:

8. Any activity as a Certified Public Accountant, Insurance Broker or Agent (other than a lawyer acting as a Title Insurance Agent), or Real Estate Broker or Agent.

Property Damage means physical injury to, loss of, or destruction of tangible property, including the resulting loss of use thereof; or loss of use of tangible property which has not been physically injured or destroyed. **Data** is not tangible property.

Retroactive Date refers to the date shown in Item 7. of the Declarations page.

Rogue Employee means a permanent employee of the **Named Insured** who has gained **Unauthorized Access**, or has exceeded authorized access, to a **System** or **Confidential Records** owned or controlled by **You** or an entity that is authorized by **You** to hold, process or store **Confidential Records** for **Your** exclusive benefit.

Security Breach means:

1. The failure or violation of the security of **Your System**, including the impairment or denial of access to **Your System**, a **Cyber Attack**, or unauthorized acts or omissions by a **Rogue Employee** which damages or harms **Your System** or the **System** of a third party with whom **You** provide services for a fee;
2. The theft or loss of hardware or **Storage Media** controlled by, or on behalf of, **You** on which **Data** is stored; or
3. The failure to disclose an event in 1. or 2. above which violates any **Breach Notice Law**.

Storage Media means objects on which **Data** is stored so that it can be read, retrieved or processed by a **Computer**. **Storage Media** does not mean paper. **Storage Media** also does not mean money, financial instruments, or documents.

Subpoena means a subpoena received by **You** for documents or testimony arising out of **Your** rendering of **Professional Services** provided that:

1. The subpoena arises out of a lawsuit to which **You** are not a party; and
2. **You** have not been engaged to provide advice or testimony in connection with the matter or have not provided such advice or testimony in the past.

Subpoena Response Expenses means attorney fees incurred in response to a **Subpoena** to provide advice regarding the production of documents (excluding any fees to produce such documents), to prepare **You** for sworn testimony, and to represent **You** at depositions of **You**, by an attorney retained by **Us**.

Suit means a civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading. **Suit** includes a binding arbitration proceeding in which **Damages** are alleged, and to which **You** must submit or do submit with **Our** consent.

Supplemental Coverage means coverages under Section A.3. Supplemental Coverage.

Supplemental Coverage Matter means facts or other circumstances which are covered under Section A.3. Supplemental Coverage.

System means a **Computer**, **Storage Media** and all input, output, processing storage and communication devices controlled, supervised or accessed by the operation systems that are proprietary to, or licensed to, the owner of the **Computer**.

System Output means a tangible substance on which one or more **Confidential Records** are printed from a **System**.

Total and Permanent Disability means a disability that wholly prevents rendering **Professional Services**, provided that such disability is reasonably expected to be continuous and permanent.

Unauthorized Access means the use of or access to **Systems** by a person not authorized to do so by the **Named Insured**; or the use or access to **Systems** in a manner not authorized by the **Named Insured**.

Wrongful Act and **Wrongful Acts** mean any actual or alleged negligent act, error, omission, misstatement, or **Personal Injury** in the rendering of or failure to render **Your Professional Services**. When a **Claim** is based upon or arises out of more than one **Wrongful Act**, the date of all such **Wrongful Acts** shall be deemed to be the date of the first such **Wrongful Act**, whether prior to or during the **Policy Period**.

E. EXCLUSIONS

1. This **Policy** does not apply to **Claim(s)** or **Supplemental Coverage Matter(s)** based upon, arising out of, or in any way relating to, directly or indirectly:

- a. Conduct

Any **Insured** committing any intentional, dishonest, criminal, malicious or fraudulent act or omission. However, **We** will defend **Claims** alleging any of the foregoing conduct until there is a judgment, **Final**

Adjudication, or finding of fact against, or adverse admission by, any of **You** as to such conduct at which time **You** shall reimburse **Us** for **Claim Expenses**. **We** shall not cover any **Claim** if **You** plead nolo contendere or no contest to a criminal proceeding against **You** arising out of the same, or essentially the same, material facts as such **Claim**;

b. Unearned Personal Profit

Any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;

c. Non-Monetary Relief

Any demand for **Equitable Relief**;

d. Prior Notice

Any **Claim** or **Potential Claim** which has been the subject of any notice given to **Us**, or any prior insurer, on any similar policy of which this **Policy** is a direct or indirect, renewal or replacement;

e. ERISA

Any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985 and the Health Insurance Portability and Accountability Act of 1996, all as amended, and any similar federal, state, local or common law or statutory law anywhere in the world, and any rules and regulations promulgated thereunder;

f. Beneficiary or Distributee of Trust or Estate

Any past or present lawyer, employee or other person affiliated with the **Named Insured**, or their spouse, as a beneficiary or distributee of any trust or estate;

g. Bodily Injury or Property Damage

Bodily Injury or **Property Damage**, however this exclusion 1.g. does not apply to **Bodily Injury** for mental anguish, emotional distress, mental injury, shock or humiliation, caused by **Personal Injury**, or **Property Damage** to client records which are in **Your** care, custody or control;

h. Contract

Liability **You** assume under any contract or agreement; however, this exclusion 1.h. does not apply to liability **You** would have in the absence of such contract or agreement;

i. Misappropriation

Any actual or alleged conversion, commingling, misappropriation, or improper use of funds, monies or property; or any inability or failure to safeguard or pay or collect any funds, notes, drafts, or other negotiable instruments, deposited in or payable from, any **Insured's** or former **Insured's** account, including an attorney trust account, or any resulting deficiency, overdraft or default;

j. False Pretense

Any transfer, payment or delivery of funds, money or property, by anyone, which was caused or induced by trick, artifice, or the misrepresentation of a fact including, but not limited to, funds transfer fraud, social engineering, computer fraud, pretexting, phishing, spear phishing or any other confidence trick;

k. Investment Advice

Any purchase, sale, or solicitation of an offer to purchase or sell, securities, real estate, or other investments, by an **Insured**; or any financial advice, investment advice, or referral regarding securities, real estate, or other investments, by an **Insured**; However this exclusion 1.k. does not apply to a court ordered sale of real estate for which the **Insured** engages a licensed real estate agent;

l. Title Insurance

Any defect in title of which any **Insured** had knowledge at the date of issuance of such title insurance; or Any breach of underwriting authority by any **Insured** regarding title insurance;

m. Related Entities

Services rendered to or failed to be rendered to, or claims made by, any business enterprise, charitable organization, pension, welfare, profit sharing, mutual or investment fund, or any entity not named in the Declarations in which any past or present lawyer, employee or other person affiliated with the **Named Insured**:

- 1) Hold an interest of more than 15%, as a partner, member, principal or stockholder;
- 2) Are an employee, manager, officer, or director at any time **Professional Services** were rendered or failed to be rendered; or
- 3) Directly or indirectly control, operate or manage;

However, this exclusion 1.m. does not apply to a **Claim** by a non-profit entity for which **You** are only an officer or director.

n. Unwitnessed Notarization

The actual or alleged notarization, certification or acknowledgment by an **Insured** of a signature, including electronic signatures, on a document when the **Insured** did not witness the signature being placed on the document. Compliance with all state requirements of the **Insured's** applicable state for notarial acts using communication technology will be deemed to be witnessing the signature being placed on the document.

o. Public Official

Any **Insured's** services or capacity as a public official or employee of a government body, subdivision or agency thereof, unless:

- 1) The **Claim** is brought by the government body, subdivision or agency thereof solely for rendering **Professional Services** to such governmental body, subdivision or agency on behalf of the **Named Insured**; or
- 2) The **Insured** is deemed to have such capacity solely by rendering **Professional Services** to such governmental body, subdivision or agency on behalf of the **Named Insured**;

p. Common Office Space

Professional Services rendered by, or failed to be rendered by, a lawyer, person or entity, with whom the **Insured** shares common office space, including but not limited to, theories of partnership by estoppel, apparent partnership, apparent agency, ostensible agency, vicarious liability or any similar theory, and who is not an **Insured** under this **Policy**;

q. Discrimination and Sexual Misconduct

- 1) Any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy, by an **Insured**;
- 2) Any actual or alleged sexual misconduct or sexual harassment by any past or present lawyer, employee or other person affiliated with the **Named Insured**, whether or not alleged to be consensual; or
- 3) Any **Employment Practices** by an **Insured**; or

r. Unlicensed Practice of Law

Professional Services rendered by, or failed to be rendered by, an **Insured** while that **Insured's** license to practice law is suspended, revoked, surrendered or lapsed.

2. Network Security

This **Policy** does not apply to **Claim(s)** or **Supplemental Coverage Matter(s)** based upon, arising out of, or in any way relating to, directly or indirectly:

- a. Controlling, creating, designing, or developing any third party's Website;
- b. Controlling, creating, designing, developing, determining, or providing the content or material of any third party's website, other than providing legal articles to a legal industry website;

- c. Controlling, facilitating, providing, or failing to control, facilitate, or provide, access to the internet;
- d. Any infringement of, violation of, or assertion of, any right to or interest in any software, software source content or material **Computer** code, **Computer** source content or material or expression method, or process designed to control or facilitate any operation or other use of a **Computer** or automated system; or
- e. The failure of goods, products, or services to conform with any electronic, oral, written, or other representation or warranty with respect to durability, fitness, performance, quality or use.

3. Insured vs Insured

This **Policy** does not apply to **Claim(s)** or **Supplemental Coverage Matter(s)** based upon, arising out of, or made by any past or present lawyer, employee or other person affiliated with the **Named Insured** against any **Insured** under this **Policy**, unless the **Damages** are solely for **Professional Services** rendered to such any past or present lawyer, employee or other person affiliated with the **Named Insured**, as a client of the **Named Insured**.

F. EXTENDED REPORTING PERIODS

1. Automatic Extended Reporting Period

You will be entitled to an automatic **Extended Reporting Period** for no additional premium. This extension is applicable to a **Claim** or **Disciplinary Proceeding** made against **You** during the **Policy Period** and reported to **Us** in writing during the sixty (60) days immediately following the **Policy Termination Date**.

2. Optional Extended Reporting Period

If this **Policy** is cancelled, terminated or non-renewed, **You** shall have the right, upon payment of an additional premium, to an extension of the reporting period for any **Claim** or **Disciplinary Proceeding** against **You** first made and reported after the **Policy Termination Date**, provided the **Claim** is for a **Wrongful Act**, or the **Disciplinary Proceeding** is for a **Professional Service** wholly committed prior to the **Policy Termination Date** and otherwise covered by this **Policy**.

- a. The available optional **Extended Reporting Period** options and additional premium are determined in accordance with the rules, rates and rating plans **We** then have in effect in **Your** state.
- b. **You** must request the optional **Extended Reporting Period** in writing and must also pay **Us** the additional premium within sixty (60) days following the date of such cancellation, termination or non-renewal. If **We** do not receive both **Your** request and premium payment within sixty (60) days following the date of such cancellation, termination or nonrenewal, **Your** right to purchase the optional **Extended Reporting Period** will cease.
- c. If **We** cancel for non-payment of premium, the **Named Insured** may purchase the optional **Extended Reporting Period** only after any earned premium due **Us** is paid within ten (10) days after the **Policy Termination Date**.
- d. All premiums paid for an optional **Extended Reporting Period** shall be deemed fully earned as of the first day of the optional **Extended Reporting Period**. Once the premium for the optional **Extended Reporting Period** is paid, it may not be cancelled.

3. Individual Extended Reporting Period

If **You**, who are an owner, partner, officer, director, shareholder, associate, manager, member or employee of the **Named Insured**, leave the **Named Insured**, **You** shall have the right, upon payment of an additional premium, to an individual **Extended Reporting Period**. The individual **Extended Reporting Period** provides an extension of the reporting period for a **Claim** or **Disciplinary Proceeding** first made against such individual **Insured** during the individual **Extended Reporting Period** and reported to **Us** during the individual **Extended Reporting Period**, provided the **Claim** is for a **Wrongful Act**, or the **Disciplinary Proceeding** is for a **Professional Service**, of such individual **Insured** wholly committed prior to the date **You** left the **Named Insured**, and otherwise covered by the **Policy**. The individual **Extended Reporting Period** provides no coverage to any other **Insured**, or the **Named Insured**, including any obligation of the **Named Insured** to indemnify such individual **Insured**. This individual **Extended Reporting Period** does not apply to **Claims** or **Disciplinary Proceedings** made during the **Policy**

Period, any subsequent renewal of this **Policy**, or any optional **Extended Reporting Period** that applies to this **Policy** or any renewal of this **Policy**, nor will it apply to **Claims** or **Disciplinary Proceedings** that are covered under any other subsequent insurance available to **You**, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims** or **Disciplinary Proceedings**.

- a. The available individual **Extended Reporting Period** options and additional premium are determined in accordance with the rules, rates and rating plans **We** then have in effect in **Your** state.
 - b. **You** must request the individual **Extended Reporting Period** in writing, and must also pay **Us** the additional premium, within sixty (60) days following the date of **Your** leaving the **Named Insured**. If **We** do not receive both **Your** request and premium payment within sixty (60) days following the date of **Your** leaving the **Named Insured**, **Your** right to purchase the individual **Extended Reporting Period** will cease. The effective date of the individual **Extended Reporting Period** shall be the date of **Your** leaving the **Named Insured**.
 - c. If **We** cancel for non-payment of premium (unless reinstated), the individual **Extended Reporting Period** is not available.
 - d. All premiums paid for an individual **Extended Reporting Period** shall be deemed fully earned as of the first day of the individual **Extended Reporting Period**. Once the premium for the individual **Extended Reporting Period** is paid, it may not be cancelled.
4. Death or Disability Extended Reporting Period

If, during the **Policy Period**, **You**, who are an owner, partner, officer, director, shareholder, associate, manager, member or employee of the **Named Insured**, die or sustain a **Total and Permanent Disability** and otherwise meet **Our** eligibility requirements, **We** will issue a death or disability **Extended Reporting Period** endorsement without additional charge. The death or disability **Extended Reporting Period** provides an extension of the reporting period for a **Claim** or **Disciplinary Proceeding** first made against **You** during the death or disability **Extended Reporting Period** and reported to **Us** during the death or disability **Extended Reporting Period**, provided the **Claim** is for a **Wrongful Act**, or the **Disciplinary Proceeding** is for a **Professional Service**, of such **Insured** but only for **Wrongful Acts** or **Professional Services** wholly committed prior to the date **You** die or sustain a **Total and Permanent Disability**, and otherwise covered by the **Policy**. The death or disability **Extended Reporting Period** expires when the executor or administrator of **Your** estate is discharged or **Your Total and Permanent Disability** ends. The death or disability **Extended Reporting Period** provides no coverage to any other **Insured**. Coverage only applies to the **Named Insured**, including any obligation of the **Named Insured** to indemnify **You**, if **You** are the **Named Insured** or a solo practitioner. **You** or **Your** estate must, as soon as practicable but no later than sixty (60) days after the **Policy Termination Date**, notify **Us** in writing if this coverage is desired. This death or disability **Extended Reporting Period** does not apply to **Claims** or **Disciplinary Proceedings** made during the **Policy Period**, any subsequent renewal of this **Policy**, or any optional **Extended Reporting Period** that applies to this **Policy** or any renewal of this **Policy**, nor will it apply to **Claims** or **Disciplinary Proceedings** that are covered under any other subsequent insurance available to **You**, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims** or **Disciplinary Proceedings**.

We also require:

- a. Written proof of **Your Total and Permanent Disability**, including the date it happened, certified by **Your** attending physician. **You** agree to submit to medical examination(s) by any physician(s) **We** designate if requested; or
 - b. Written proof of the date of **Your** death; and
 - c. The death or disability was not caused by a self-inflicted injury, or misuse or abuse of any substance.
5. Retirement Extended Reporting Period

If, during the **Policy Period**, **You**, who are an owner, partner, officer, director, shareholder, associate, manager, member or employee of the **Named Insured**, retire completely from rendering **Professional Services**, have been continuously insured by **Us** under a Professional Liability Insurance policy for the immediately preceding three (3) full years, and otherwise meet **Our** eligibility requirements, **We** will issue a retirement **Extended Reporting Period** endorsement without additional charge. The retirement **Extended Reporting Period** provides an extension of the reporting period for a **Claim** or **Disciplinary Proceeding** first made against **You** during the

retirement **Extended Reporting Period** and reported to **Us** during the retirement **Extended Reporting Period**, provided the **Claim** is for a **Wrongful Act**, or the **Disciplinary Proceeding** is for a **Professional Service**, of such **Insured** but only for **Wrongful Acts** or **Professional Services** wholly committed prior to the date **You** retired from the **Named Insured**, and otherwise covered by the **Policy**. The retirement **Extended Reporting Period** provides no coverage to any other **Insured**. Coverage only applies to the **Named Insured**, including any obligation of the **Named Insured** to indemnify **You**, if **You** are the **Named Insured** or a solo practitioner. **You** must, within sixty (60) days after the **Policy Termination Date**, notify **Us** in writing if this coverage is desired. This retirement **Extended Reporting Period** does not apply to **Claims** or **Disciplinary Proceedings** made during the **Policy Period**, any subsequent renewal of this **Policy**, or any optional **Extended Reporting Period** that applies to this **Policy** or any renewal of this **Policy**, nor will it apply to **Claims** or **Disciplinary Proceedings** that are covered under any other subsequent insurance available to **You**, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims** or **Disciplinary Proceeding**.

We also require that:

- a. **You** are fifty-five (55) years of age or older; and
- b. **Your Policy** was not cancelled (unless reinstated) for non-payment of premium.

The retirement **Extended Reporting Period** expires when **You** resume rendering **Professional Services**, other than pro bono services on behalf of a **Non-Profit Entity**. Pro bono services do not include services that are compensated in any way. Compensation includes free office space, health care and other benefits.

6. Additional Conditions for Extended Reporting Periods

- a. If **You** are subject to threatened, pending or actual disciplinary action, including the loss, suspension, revocation or surrender of their license, the **Extended Reporting Periods** outlined in paragraphs 3., 4., and 5. above are not available for **You**. If **You** are the **Named Insured** or a solo practitioner, the **Extended Reporting Periods** outlined in paragraphs 1., 2., 3., 4., and 5. above are not available.
- b. If there is other insurance in effect on or after the **Extended Reporting Period** inception date which covers **You** for the liability or **Claim**, then that other insurance shall render the **Extended Reporting Period** inapplicable, even though the Limits of Liability of the other insurance may be inadequate to pay all **Loss** or **Claims**.
- c. The **Extended Reporting Periods** do not extend the **Policy Period** or change the scope of coverage provided. There are no separate, additional or reinstated limits of liability for the **Extended Reporting Periods**.

G. DUTIES IN THE EVENT OF CLAIM(S), POTENTIAL CLAIM(S), OR SUPPLEMENTAL COVERAGE MATTER(S)

1. If **You** receive a **Claim** or **Disciplinary Proceeding**, **You** must provide **Us** written notice of the **Claim** or **Disciplinary Proceeding**, with full details including the date received, as soon as practicable, but in no event later than sixty (60) days after the **Policy Termination Date** or during an **Extended Reporting Period**.
2. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to a **Claim** without **Our** consent.
3. If **You** become aware of a **Potential Claim**, **You** must provide **Us** written notice as soon as practicable, but in no event later than the **Policy Termination Date**. To the extent possible notice should include:
 - a. Where the **Wrongful Act** took place and any facts or circumstance concerning the **Wrongful Act**; and
 - b. The names and addresses of any persons and entities involved; and
 - c. The reasons why the **Potential Claim** may reasonably be expected to give rise to a **Claim**.
4. Any **Claim** arising out of the **Potential Claim** which is subsequently made against **You** shall be deemed to have been first made at the time **We** received such written notice from **You**, if **We** receive proper notice of the **Potential Claim** according to paragraph 3. above.
5. If **You** receive a **Supplemental Coverage Matter**, **You** must provide **Us** with written notice of the **Supplemental Coverage Matter**, with full details, including the date received, as soon as practicable, but in no event later than the **Policy Termination Date**.

6. **You** and any other involved **Insured** must:

- a. Immediately send **Us** copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or **Disciplinary Proceeding**, **Potential Claim** or **Supplemental Coverage Matter**;
- b. Authorize **Us** to obtain records and other information;
- c. Cooperate with **Us** in the investigation, defense or settlement of the **Claim** or **Disciplinary Proceeding**, **Potential Claim** or **Supplemental Coverage Matter**; and
- d. Assist **Us**, upon **Our** request, in the enforcement of any right against any person or entity which may be liable to **You** because of **Damages** to which this insurance may apply.

The date of mailing shall constitute the date that such notice was given, and proof of mailing shall be sufficient proof of notice.

H. CONDITIONS

1. Cancellation and Non-Renewal

- a. **We** may cancel this **Policy** by written notice to the **Named Insured**. **We** will provide written notice at least sixty (60) days before cancellation is to be effective, however if **We** cancel for failure to pay premium when due, **We** will give ten (10) days written notice to the **Named Insured** before such cancellation is effective. Regardless of the reason for cancellation, return of unearned premium shall be calculated on a prorata basis.
- b. The **Named Insured** may cancel this **Policy** by written notice to **Us** stating when thereafter the cancellation shall be effective. If this **Policy** is cancelled, earned premium shall be calculated on a pro rata basis.
- c. **We** are not required to renew this **Policy**. However, written notice of **Our** intent to non-renew this **Policy** shall be sent to the **Named Insured** at least sixty (60) days prior to expiration of the **Policy Period**.

2. Representations and Application

By accepting this **Policy**, all of **You** agree that:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based on representations **You** made to **Us** in **Your** application for this insurance **Policy**, or to **Us** for a policy of which this **Policy** is a renewal or replacement;
- c. The representations made in **Your** application are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**;
- d. Those representations are material to the acceptance of the risk **We** assumed under this **Policy**; and
- e. **We** have issued this **Policy** in reliance upon the accuracy and completeness of such representations.

3. Legal Action Against Us

No person or entity has a right under this **Policy** to:

- a. Join **Us** as a party or otherwise bring **Us** into a **Suit** asking for **Damages** from an **Insured**; or
- b. Sue **Us** on this **Policy** unless all of its terms have been fully complied with.

A person or entity 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 **Policy** or that are in excess of the applicable Limit of Liability. 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. Material Change

If a **Material Change** occurs during the **Policy Period**, **You** must notify **Us** as soon as practicable, but not later than thirty (30) days after the effective date of the **Material Change**. **You** shall provide such additional information, pay any additional premium and agree to any amendment of the provisions of this **Policy** as **We** require.

If **You** fail to meet the conditions described above, coverage under this **Policy** shall continue until termination of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** which took place wholly prior to the **Material Change**.

5. Transfer of Rights of Recovery Against Others to Us

If **You** have rights to recover all or part of any payment **We** have made under this **Policy**, these rights are transferred to **Us**. **You** must do nothing to impair **Our** rights to seek or obtain recovery from others. At **Our** request, **You** will sue those responsible or transfer those rights to **Us** and help **Us** enforce them. In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all of **Your** rights of recovery. **You** will execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and will do nothing to prejudice or compromise such rights without **Our** express written consent.

6. Assignment

No change in, modification of, or assignment of interest in this **Policy** will be effective except when made by a written endorsement to the **Policy**.

7. Sole Agent for the Insured

By accepting this **Policy**, all of **You** agree that only the **Named Insured** is authorized to act as the sole agent on behalf of all of **You** with respect to the following: effecting or accepting notices under this **Policy**, amendments to or cancellations of this **Policy**, completing of any application, making of statements representation and warranties, consenting to settlement or releasing rights under this **Policy**, payment of premiums, receiving return premiums, requesting any **Extended Reporting Period** and agreeing to any changes in this insurance **Policy**. Each of **You** agrees that the **Named Insured** will act on its or their behalf with respect to such matters.

8. Coverage Territory and Valuation

- a. This **Policy** applies to a **Wrongful Act** committed anywhere in the world provided that the **Claim** or **Supplemental Coverage Matter** is made and **Suit** is brought against **You** within the United States, its territories or possessions or Canada.
- b. All premiums, limits, deductibles and other amounts are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or another element of **Loss** under this **Policy** is stated in a currency other than the United States of America dollars, payment under this **Policy** will be made in United States of America dollar equivalent determined by the rate of exchange published in the Wall Street Journal on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of **Loss** is due, respectively.

9. Other Insurance

- a. If other valid and collectible insurance is available to **You** for **Loss** covered under this **Policy**, the insurance provided by this **Policy** will be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise. This condition will not apply to insurance specifically purchased as excess over this **Policy**.
- b. When this insurance is excess, **We** have no duty to defend **You** against any **Claim** if any other **Insurer** has a duty to defend **You** against the **Claim**. If no other insurer defends **You**, **We** will undertake to do so but **We** will be entitled to **Your** rights against those other insurers.
- c. When this insurance is excess over other insurance, **We** will pay only **Our** share of the amount of **Loss**, if any, that exceeds the sum of:
 - 1) The total amount that all such other insurance would pay for the **Loss** in the absence of this insurance; and
 - 2) The total of all deductibles, self-insurance and retentions under all other insurance.

We will share the remaining **Loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limit of Liability shown on the Declarations of this **Policy**.
- d. When **We** share any **Loss** with any other insurance, if all 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 Liability or none of the **Loss** remains, whichever comes first.

If any 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 Liability to the total applicable limits of liability of all insurers.

10. Two or More Policies, Coverage Parts, or Endorsements Issued by Us

It is **Our** stated intention that this **Policy** and any other policy, coverage part or endorsement issued by **Us**, or by any company of The Hanover Insurance Group, shall not provide duplicate or overlapping coverage for the same **Claim** or **Supplemental Coverage Matter**. If this **Policy** and any other policy issued by **Us**, or by any company of The Hanover Insurance Group, to **You** apply to the same **Claim** or **Supplemental Coverage Matter** then, Condition 9. Other Insurance notwithstanding:

- a. **We** shall not be liable under this **Policy** for a greater proportion of the **Loss** than the applicable Limit of Liability of this **Policy** bears to the sum of the total limits of liability of all such policies; and
- b. The maximum amount payable under all such policies combined shall not exceed the highest applicable Limit of Liability under any one policy.

11. Conformance to Law and Trade Sanctions

Coverage under this **Policy** does not apply to the extent trade, economic sanction, insurance or other laws or regulations prohibit **Us** from providing insurance. The terms of this **Policy** which are in conflict with the statutes of the state in which this **Policy** is issued are amended to conform to those statutes.

12. Section Titles

The titling of sections and paragraphs within this **Policy** is for convenience only and is not to be interpreted as a term or condition of this **Policy**.

13. Bankruptcy

You or **Your** estate's bankruptcy or insolvency does not relieve **Us** of **Our** obligations under this **Policy**.

14. Liberalization

If **We** adopt any revisions to the terms and conditions of this policy form to provide more coverage without an additional premium charge during the **Policy** term, the broadened coverage will immediately apply. However, the broadened terms and conditions will not apply to any **Claims** or **Supplemental Coverage Matters** that were first made against **You** prior to the effective date of the revision.

IMPORTANT POLICYHOLDER INFORMATION

RISK MANAGEMENT RESOURCES

We are pleased to direct you to the following Risk Management Resources, which are available to you free of charge.

As a first line of defense in helping to manage your risk exposure, we recommend that you visit the Hanover Risk Management Portal. The Portal has an excellent compendium of materials designed to help you manage your practice, avoid risk and better understand professional liability insurance coverage. The Portal is updated regularly to ensure policyholders are receiving the most relevant articles and the appropriate tools needed to be prepared against risk in this ever-changing environment.

- Go to www.HanoverProRisk.com
- Register as a Hanover Policyholder for access to all materials

You can also call our **Risk Management Hotline: 1-866-512-9953** **Press #2 for Lawyers**
Press #4 for Architects & Engineers

Our Professional Liability Risk Management Hotline is staffed by professionals with years of experience working with Lawyers and are familiar with the day-to-day business and risk management issues for our policyholders. For Architects and Engineers customers, our Risk Management experts can also provide you with personalized contract review services. The Hotline is a resource for discussing problems and questions that can arise about best practices and potential claims.

Calls placed during business hours are returned within one business day.

If you have other questions, you can also call our **Director of Risk Management:**

Gawain Charlton-Perrin, Esq.
Hanover Insurance Group
Director of Risk Management
Professional Liability
630-379-6068
GcharltonPe@Hanover.com

As a reminder, whenever you become aware of a claim or suit, or circumstances that may result in a claim, you should immediately give notice to Hanover via our [online reporting site](#), call 1-800-628-0250, or email at ProClaim@Hanover.com.

**U.S. Treasury Department's
Office of Foreign Assets Control ("OFAC")
Advisory Notice To Policyholders**

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this notice carefully.**

The Office of Foreign Assets Control ("OFAC") administers and enforces sanctions policy, based on Presidential Declarations of National Emergency.

OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated United States sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Other limitations on the premiums and payments also apply.

CUSTOMER NOTICE OF PRIVACY POLICY AND PRODUCER COMPENSATION PRACTICES DISCLOSURES—PRIVACY POLICY DISCLOSURE

Collection of Information

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at www.hanover.com.

Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

Safeguards to Protect Your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

Internal Access to Information

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
 - credit history, driving record (including records of any operators who will be insured under the policy); and/or
 - an appraisal of your dwelling or place of business that may include photos and comments on its general condition.
-

Access to Information

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

Our Commitment to Privacy

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at www.hanover.com.

Further Information

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

Producer Compensation Disclosure

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at www.hanover.com.

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of

the Midwest - Citizens Insurance Company of Ohio - AIX Insurance Services of California, Inc.- Campmed Casualty & Indemnity Company, Inc. - Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company – The Hanover Atlantic Insurance Company Ltd. – The Hanover Casualty Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Verlan Fire Insurance Company - NOVA Casualty Company - AIX Specialty Insurance Company.

CLAIM REPORTING GUIDELINES

At Hanover Professionals, we are committed to providing timely and efficient claims assistance to our Insureds. Please follow these guidelines to help us help you.

Notice of a Claim

Report a claim to Hanover Professionals online, by email, or facsimile as soon as possible to provide timely notice as required by your Hanover Policy. Contact us at:

www.hanover.com/hpro/pli

You may also contact us directly by email proclaim@hanover.com, phone 800.628.0250 (ext. 8556281), or fax 508.635.1868.

Claims Requiring Expedited Handling

Some claims are time sensitive. Please report such claims as soon as you become aware of them, and while allowing sufficient time for the carrier to investigate and meaningfully respond. Do not wait until the eve of the response deadline as it threatens our ability to timely respond. Those items include, but are not limited to:

You have been served with a summons and complaint

- ✓ You received a demand from a Claimant which expires on a date certain
- ✓ You received notice of a proceeding requiring an immediate answer or an answer within a limited timeframe

Correspondence We Need From You

Please provide a written narrative of the circumstances surrounding the claim or potential claim. The narrative should include:

- ✓ The Named Insured
- ✓ The Insureds (i.e., the lawyers involved in the professional services issue), your policy number, and effective date of coverage
- ✓ The client (Claimant's) name, address, and telephone number (also include the name, address, and telephone number of the Claimant's attorney)
- ✓ The timeframe in which you provided professional services to the Claimant
- ✓ Whether your relationship with the Claimant is ongoing or has been terminated
- ✓ A brief summary of the services rendered
- ✓ The date the error (alleged error) occurred
- ✓ A brief summary of the alleged (potential) error - please include the date you first became aware of the claim and the potential amount of damages that will be sought
- ✓ All pertinent letters or documents necessary for us to properly evaluate the claim (if there are numerous documents, please note this and provide those most pertinent)

INFORMATION REGARDING EXTENDED REPORTING PERIOD ENDORSEMENT("ERP COVERAGE")

The enclosed policy provides coverage for claims reported during the policy period. Subject to the policy's terms and conditions, your firm and/or each of the individual firm members may purchase an Extended Reporting Period Endorsement, also known as "ERP coverage", that will extend the time for reporting claims arising out of professional services rendered while the policy was still in effect although the policy may have been cancelled or non-renewed, or when a firm member leaves the firm or the practice of law. Please refer to Section F. of your policy for the terms and conditions for eligibility, purchasing or obtaining an Extended Reporting Period endorsement. There is a limited time for requesting such an endorsement.

The premium charged for the endorsement is expressed as a factor of your policy's annual premium.

Length of "ERP Coverage" Offered	"ERP Coverage" Premium
12 months coverage	1.00 of last annual premium
24 months coverage	1.50 of last annual premium
36 months coverage	1.75 of last annual premium
60 months coverage	2.00 of last annual premium
84 months coverage	2.50 of last annual premium
Unlimited coverage	3.00 of last annual premium

**Extended Reporting Period Endorsements may be subject to state regulatory requirements.*

Please contact your agent or customer service representative for pricing specific to your situation and location.

IMPORTANT POLICYHOLDER INFORMATION CYBER PRIVACY AND SECURITY RISK MANAGEMENT RESOURCES

We are pleased to provide our policyholders with access to the eRisk Hub®, powered by NetDiligence®. The eRisk Hub is a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy breaches and support you in the timely reporting and recovery of losses if an incident occurs.

The eRisk Hub features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

Please note the following:

1. The eRisk Hub portal is a private site for policyholders of The Hanover Group only. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the **Access Code** provided to you.
2. Up to three individuals from your organization may register and use the portal. Ideal candidates include your company's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager or Legal Counsel.
3. This portal contains a directory of experienced providers of cyber risk management and breach recovery services. Hanover does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.
4. Should you experience a data breach event, you may choose to call the Breach Coach® listed in the portal for immediate triage assistance. Your initial consultation is free of charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore, contacting the Breach Coach does NOT satisfy the claim notification requirements of your policy.

To register for the Hanover eRisk Hub:

1. Go to <https://www.eriskhub.com/hanover.php>.
2. Complete the **New User Registration** form in the center of the webpage. Create your own User ID and password. Enter **14014** in the **Access Code** field.
3. Once you've completed registration, you can login immediately by entering the User ID and password you just created in the **Member Login** box in the top right corner of the screen.

Please note that the independent risk management services offered by eRisk Hub powered by NetDiligence are accessible to you as a Policyholder of The Hanover Insurance Company or one of its subsidiaries and affiliates. The Hanover is independent from NetDiligence and depending on the terms, conditions, and exclusions of your Hanover policy, may not be responsible for any fees or charges you may incur for services or products which may be offered to you by NetDiligence, eRisk Hub, or for which you may contract with any provider listed in eRisk Hub. Under no circumstances should the recommendations, services or products of eRisk Hub be construed as recommendations, services or products of The Hanover Insurance Group, Inc. By making this service accessible to you, The Hanover does not assume (and specifically disclaims) any duty, undertaking or responsibility to you regarding the kidnap response and risk management services of eRisk Hub and Net Diligence.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 1

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

SCHEDULE OF FORMS

To be attached to and form part of the Policy Number listed above.

913-1002 01/21	LPL Declarations
913-1001 01/21	LPL Advantage Base Policy Form
401-1333 PHN 01/20	Important Policyholder Information Risk Management Resources
913-1800 PHN 01/21	OFAC Policyholder Notice
913-1801 PHN 05/21	Privacy Notice
913-1817 PHN 01/21	Claim Reporting Guidelines
913-1818 PHN 01/21	ERP Policyholder Notice
913-1825 PHN 11/19	Cyber Risk Management Resources Policyholder Notice
913-1011 01/21	Schedule Of Forms
913-1016 01/21	Insured Specified Retroactive Date
913-1102 01/21	Employment Practices Defense Expense
913-1109 01/21	Professional Liability Enhancements
913-1501 01/21	Mutual Choice of Legal Counsel
913-1510 01/21	Deductible Does Not Apply To Claim Expenses (Sublimit)
913-1609 01/21	Washington State Amendatory Endorsement

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 1

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

INSURED SPECIFIED RETROACTIVE DATE

In consideration of the premium charged it is agreed that:

Section A. Coverage is amended to include:

The following additional requirements and limitations shall apply to coverage provided under this **Policy**:

The **Wrongful Act** and **Professional Services** in any way involving, in whole or in part, the **Insured** shown in the schedule below must have first occurred on or after the applicable Specified Date in the schedule below.

Insured	Specified Date
Christopher Swaby	03/08/2016
Ruth Llewellyn Rivas	08/01/2023

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 2

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

EMPLOYMENT PRACTICES DEFENSE EXPENSE

In consideration of the premium charged it is agreed that:

A. Item 6. of the Declarations page is amended to include:

Supplemental Coverage	Limit	Deductible
<u>Employment Practices Defense</u>	\$10,000 in the Aggregate	\$0

B. Section A.3. Supplemental Coverage is amended to include:

Employment Practices Defense

We will pay on **Your** behalf only **Defense Expenses** incurred in responding to a **Claim** made against **You** for **Employment Practices**, solely while acting on behalf of the **Named Insured** or any **Predecessor Firm**. There will be no **Extended Reporting Period** for the coverage provided in this section.

C. For purposes of coverage provided by this endorsement, Section D. Definitions, the definition of **Employment Practices** is deleted and replaced by:

Employment Practices means any actual or alleged:

1. Wrongful termination of the employment of, or demotion of, or failure or refusal to hire or promote any person in violation of law or in breach of any agreement to commence or continue employment;
2. Unlawful employment discrimination;
3. Sexual harassment of an employee or applicant for employment; or
4. Retaliatory treatment against an employee on account of that employee's exercise or attempted exercise of his or her rights under law.

Employment Practices does not include any labor or grievance arbitration, or other proceeding pursuant to a collective bargaining agreement, unemployment or wage/hour violation.

D. For purposes of coverage provided by this endorsement, Sections E. Exclusions, paragraphs E.1.q.3) and E.3. do not apply.

E. Section E. Exclusions is amended to include:

This **Policy** does not apply to **Claim(s)** or **Supplemental Coverage Matter(s)** based upon, arising out of, or in any way related to, directly or indirectly, ownership of the **Named Insured** or any **Predecessor Firm**.

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 3

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

PROFESSIONAL LIABILITY ENHANCEMENTS

In consideration of the premium charged it is agreed that:

A. Item 6. of the Declarations page is amended to include:

Supplemental Coverage	Limit	Deductible
Cancelled Conferences	\$25,000 for each Policy Period	\$0
Counseling Support	\$ 5,000 for each Claim; not to exceed \$ 5,000 for all Claims in the aggregate	\$0
Emergency Web Hosting	\$500 for each Policy Period	\$0
Pet Boarding	\$500 for each Claim; not to exceed \$500 for all Claims in the aggregate	\$0
Real Estate Emergency Consulting	\$50,000 for each Policy Period	\$0
Replacement of Key Officers	\$50,000 or ten (10) times the annual premium paid for this Policy, whichever is lesser, for each Policy Period	\$0
Temporary Meeting Space	\$25,000 for each Policy Period	\$0
Travel Disruption Due to Terrorism	\$50,000 for each Policy Period	\$0
Workplace Violence Counseling	\$50,000 for each Policy Period	\$0

B. Section A.3. Supplemental Coverage is amended to include:

Cancelled Conferences

We will reimburse **You** for any business-related conference expenses, paid by the **Named Insured** and not otherwise reimbursed, for a cancelled conference that an employee was scheduled to attend. The cancellation must be due directly to a **Natural Catastrophe** or a **Communicable Disease** outbreak that forces the cancellation of the conference.

It is further agreed as follows:

- 1) The employee must have registered for the conference at least thirty (30) days prior to the cancellation; and
- 2) The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 3

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

Counseling Support

We will reimburse **You** for emotional counseling expenses incurred by an **Insured** directly as a result of a **Claim** made against you during the **Policy Period**. The emotional counseling expenses incurred must have been for **Insureds** directly involved in the **Claim**.

Emergency Web Hosting

We will reimburse **You** for emergency web hosting fees necessitated by the **Named Insured's** need to relocate web hosting due to the **Unforeseeable Destruction** of the **Principal Location** during the **Policy Period**. Coverage will exist only for web hosting required for a web site.

Pet Boarding

We will reimburse **You** up to \$50 per day for an individual **Insured** for reasonable pet boarding expenses incurred for attendance at hearings, trials, mediations, arbitrations or depositions, at **Our** request or with **Our** consent, by such **Insured**.

Real Estate Emergency Consulting

We will reimburse **You** for a real estate agent's fee or real estate consultant's fee necessitated by the **Named Insured's** need to relocate due to the **Unforeseeable Destruction** of the **Principal Location** during the **Policy Period**.

Replacement of Key Officers

We will reimburse **You** for **Expenses for Replacement of Key Officers** if the chief executive officer, president, managing partner or managing member suffers an **Injury** during the **Policy Period** which results in the loss of life during the **Policy Period**.

Temporary Meeting Space

We will reimburse **You** for rental of meeting space which is required by the temporary unavailability of the **Principal Location** due to the failure of a climate control system, or leakage of a hot water heater during the **Policy Period**. Reimbursement is only provided for the renting of temporary meeting space required for meeting with parties who are not insured under this policy.

Travel Disruption Due to Terrorism

We will reimburse an individual **Named Insured**, or current principal, partner, director or officer of the **Named Insured**, for **Emergency Travel Expenses** required due to a **Certified Act of Terrorism** during the **Policy Period**.

Workplace Violence Counseling

We will reimburse **You** for emotional counseling expenses incurred directly as a result of **Workplace Violence** during the **Policy Period**. The emotional counseling expenses incurred must have been for:

- 1) **Insureds** who were victims of, or witnesses to, **Workplace Violence**;
- 2) The spouse or **Domestic Partner** of **Insureds** who were victims of, or witnesses to, **Workplace Violence**; and
- 3) Any client who directly witnessed **Workplace Violence**.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 3

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

C. Section D. Definitions is amended to include:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Federal Terrorism Risk Insurance Act. The Federal Terrorism Risk Insurance Act sets forth the following criteria for a **Certified Act of Terrorism**:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Federal 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.

Communicable Disease means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent.

Emergency Travel Expenses mean:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of, a **Certified Act of Terrorism**; and
2. The net additional expense incurred resulting from re-scheduling comparable transport, to replace a similar scheduled transport cancelled by a commercial transportation carrier in direct response to a **Certified Act of Terrorism**;

provided that these expenses are on behalf of the **Named Insured** and not otherwise reimbursable.

Expenses for Replacement of Key Officers means the following reasonable expenses:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, costs to verify background and references of applicants, and legal expenses incurred to draw up an employment contract.

Injury means physical damage to the body caused by violence or an accident.

Natural Catastrophe means hurricane, tornado, earthquake, tsunami, meteor impact, volcanic eruption, or flood.

Principal Location means the first address of the **Named Insured** listed on the Declarations page.

Unforeseeable Destruction means damage resulting from a **Certified Act of Terrorism**, fire, collision or collapse which renders the **Principal Location** completely unusable.

Workplace Violence means any actual or alleged intentional and unlawful use of deadly force with intent to cause harm, occurring at the **Principal Location** and resulting in **Injury**.

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 4

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

MUTUAL CHOICE OF LEGAL COUNSEL

In consideration of the premium charged it is agreed that:

Section B. Defense and Settlement is amended to include:

In the event **You** report a **Claim** in accordance with Section **G. DUTIES IN THE EVENT OF CLAIM(S), POTENTIAL CLAIM(S), OR SUPPLEMENTAL COVERAGE MATTER(S)**, **We** shall appoint counsel, selection of whom shall be subject to **Your** consent, which consent shall not be unreasonably withheld.

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 5

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

DEDUCTIBLE DOES NOT APPLY TO CLAIM EXPENSES (SUBLIMIT)

In consideration of the premium charged it is agreed that:

Section C.2. Deductible is deleted and replaced by:

2. Deductible

You will pay the deductible amounts shown on the Declarations page. The deductibles apply as applicable to each **Claim** or **Supplemental Coverage Matter**, however do not apply to the first \$10,000 of **Claim Expenses** each **Policy Period**. **You** must pay the deductible immediately when invoiced or, in the event that offers of judgment or settlement demands are made which **You** and **We** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.

If different parts of a **Claim** or **Supplemental Coverage Matter** are subject to different deductibles, the applicable deductible will be applied separately to each part of such **Claim** or **Supplemental Coverage Matter**, but the sum of such deductibles shall not exceed the largest applicable deductible.

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 6

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

WASHINGTON STATE AMENDATORY ENDORSEMENT

In consideration of the premium charged it is agreed that:

A. Section B. Defense and Settlement, paragraphs 1 and 2 are deleted and replaced by:

1. **We** have the exclusive right and duty to defend any **Claim** made under this **Policy**, **We** will defend, subject to and as part of the Limit of Liability, any suit seeking damages against **You** to which this **Policy** applies even if the allegations are groundless, false or fraudulent until a judgment is rendered, settlement is reached with the claimant or the **Insured's** permission is obtained. However, if **You** are entitled under applicable law to select defense counsel, then such defense counsel shall comply with **Our** customary rates and litigation guidelines regarding billing, staffing and reporting. **We** will pay **Claim Expenses** in connection with a **Claim** **We** defend.
2. **Our** duty to defend any **Claim** or pay any amount as **Damages, Claim Expenses** or **Defense Expenses** will cease when **Our** Limit of Liability has been exhausted or there is a **Final Adjudication** against **You**. Upon exhaustion of the limits of liability, **We** will tender control of the defense to the **Named Insured**. The **Named Insured** agrees to accept this tender of defense.

B. Section H.1. of Conditions is deleted and replaced by:

1. Cancellation and Non-Renewal

a. **We** may cancel this **Policy** by mailing written notice of cancellation to the **Named Insured**:

- 1) Ten (10) days before such cancellation is effective, based upon nonpayment of premium, unless such premium is paid within such ten (10) day period;
- 2) Forty five (45) days before such cancellation is effective, based upon any other reason.

Regardless of the reason for cancellation, return of unearned premium shall be calculated on a pro rata basis. **We** will mail a copy of the written notice of cancellation to any other **Insured** that has an interest in a **Loss** covered under this **Policy** before such cancellation is effective.

b. The **Named Insured** may cancel this **Policy** for itself and all other **Insureds** by:

- 1) Written notice to **Us** or the agent of record; or
- 2) Surrender of the **Policy** or binder to **Us** or the agent of record; or
- 3) Oral notice, with particulars sufficient to identify the **Named Insured**, to **Us** or the agent of record.

Oral or written notice shall state when thereafter the cancellation shall be effective. This request will be binding on all **Insureds** and **Us**. If this **Policy** is cancelled, return of unearned premium shall be calculated on a pro rata basis.

c. **We** are not required to renew this **Policy**. However, written notice of **Our** intent to non-renew this **Policy** shall be sent to the **Named Insured** not less than forty-five (45) days prior to expiration of the **Policy Period**.

d. Notices of cancellation or nonrenewal will be mailed with a statement of the specific reason for cancellation or nonrenewal and shall be sent by first class mail to the **Named Insured's** last known address. A copy of the notice will also be sent to the agent of record within five (5) working days.

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 6

Issued To: SWABY & RIVAS ATTORNEY AT LAW PLLC

Policy Number: LH2-A870107-08

Issued By: The Hanover Insurance Company

Effective Date: 03/08/2024

- e. Notice of renewal terms and the premium due will be mailed to the **Named Insured** at least twenty (20) days prior to the expiration of the **Policy**. Failure to make the required premium payment by the renewal date will result in cancellation of the **Policy** for nonpayment of premium. A copy of the notice will also be sent to the agent of record within five (5) working days.
- C. Section H.2. Representations and Application, paragraph d., is deleted in its entirety.
- D. Section H. Conditions, Paragraph 7 is deleted and replaced by:
7. Sole Agent for the Insured

By accepting this **Policy**, **You** agree that only the **Named Insured** is authorized to act as the sole agent on behalf of all **Insureds** with respect to the following: effecting or accepting notices under this **Policy**, and amendments to or cancellations of this **Policy**, completing of any application, making of statements representations and warranties, consenting to settlement or releasing rights under this **Policy**, payment of premiums and deductibles, receiving return premiums, requesting any optional **Extended Reporting Period** and agreeing to any changes in this insurance **Policy**. Each **Insured** agrees that the **Named Insured** shall act on its or their behalf with respect to such matters.

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.
