

LAWYERS PROFESSIONAL LIABILITY INSURANCE

DECLARATION PAGE

Policy No: 21B01328172

Unique Market Reference Number: B174321B01328

CLAIMS MADE FORM / DEFENSE WITHIN LIMITS

THIS IS A CLAIMS MADE FORM. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

Please Read Carefully

1. Policy Issued To:

Snohomish County Legal Services
2920 Colby Ave, Suite 102
Everett, WA 98201

APPROVED

By Diane Baer - Risk Management at 3:58 pm, Jan 11, 2023

2. Period of Coverage: 2/1/2022 to 2/1/2023

Both days at 12:01 AM local standard time at the address of the Insured as stated above.

3. Coverages, Deductibles, Limits of Liability, and Retroactive Dates:

(Optional Coverage Described in the Policy Only Applicable If So Indicated Below With Listed Premium)

<u>Coverage Type</u>	<u>Deductible</u>	<u>Limit of Liability Per Claim</u>	<u>Limit of Liability Aggregate</u>	<u>Retro-Active Date</u>	<u>Premium</u>
Professional Liability (Art I, Sec A) Including The Following Optional Coverages (Strikethrough As Not Applicable) Disciplinary Proceedings (Defense Coverage) (Art I, Section B) Defense of Contempt Proceedings (Art I, Sec. C)	\$1,000	\$1,000,000	\$1,000,000	7/1/83	\$2,564.00
Outside Practice of Law (Art. I, Sec A(6))	None	None	None	None	N/A
Personal Injury (Sublimits)	\$1,000	\$100,000	\$300,000	7/1/83	Included
Management Liability (Art I, Sec D)	\$1,000	\$1,000,000	\$1,000,000	2/1/11	\$876.00
Employment Liability (Art I, Sec E)	\$1,000	\$100,000	\$300,000	6/28/21	\$840.00
Punitive Damages (Art IV, Sec A 6)	None	None	None	None	N/A
Injunctive Relief	None	None	None	None	N/A
Total Premium:					\$4,280.00
WA Surplus Lines Tax:					\$85.60
WA Stamping Fee:					\$4.28
Total Due:					\$4,369.88

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law. Laurie S. Coleman

4. **Endorsements Attached:** Complaints Notice; Several Liability endorsement; War & Terrorism exclusion; Cancellation Clause endorsement; Service of Suit Clause endorsement; Nuclear Incident exclusion; Radioactive Contamination exclusion; Biological or Chemical Materials exclusion; Lloyd's Privacy Policy statement; Applicable Law endorsement; Data Breach and Privacy Liability endorsement; Communicable Disease Exclusion, Sanction Limitation and Exclusion Clause; Additional Insured endorsement; Primary Pro Bono endorsement
5. **Surplus Lines Broker:**
XS/Group, Inc.
Laurie S. Coleman
2750 Killarney Drive, #202
Woodbridge, VA 22192
6. **Insuring Companies:**
56.00% Fortegra Specialty Insurance Company
44.00% Underwriters at Lloyd's, London
7. **List of Lloyd's Syndicates:**
19.00% DUW (#1729)
25.00% HAM (#4000)
8. **In the event of a Claim, Please Notify the Following:**
Fortegra Specialty Insurance Company and Underwriters at Lloyd's London
c/o McCullough P.C.
Attn: Bart Rinn
205 North Michigan Avenue
Suite 2550
Chicago, Illinois 60601-6032
CIMAClaims@mcculloughpc.com

By Acceptance of this policy, the Insured agrees that the statements in this Evidence of insurance, the Application, and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company of any of its representatives relating to this insurance.

Countersigned:

February 8, 2022

By:



Authorized Representative

(SNOHCOU2)

COMPLAINTS NOTICE

If you wish to make a complaint, you can do so anytime by referring the matter to:

Dale Partners Ltd.
6 Bevis Marks
London
EC3A 7BA
Email: complaints@daleuw.com
Telephone: 0203 307 1430

Fortegra Specialty Insurance Company
Attention: Dispute Resolution
10751 Deerwood Park, Suite 200
Jacksonville, FL 32256
Email: complaints@fortegra.com
Telephone: (800) 888-2738

In the event you remain dissatisfied with the way in which your complaint has been handled you may refer the matter to:

Lloyd's Complaints Department
c/o Lloyd's America, Inc.
25 West 53rd Street, 14th Floor
New York, NY 10019
USA

LMA9136 (amended)
08 December 2016
(ONEG2021)

Endorsement #1

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

All other terms and conditions of the policy remain unchanged.

Dated: February 8, 2022



Authorized Signature

LMA5096 (Combined Certificate) 07/03/08

(SNOHCOU2)

Endorsement #2

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: Effective Date: 2/1/2022

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.


This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions of the policy remain unchanged.

Dated: February 8, 2022



Authorized Signature

NMA2918

(SNOHCOU2)

Endorsement #3

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

All other terms and conditions of the policy remain unchanged.

Dated: February 8, 2022



Authorized Signature

20/4/61
NMA-1331

(SNOHCOU2)

Endorsement #4

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 750 7th Avenue, New York, New York 10019 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Form approved by Lloyd's Market Association

All other terms and conditions of the policy remain unchanged.

Dated: February 8, 2022



Authorized Signature

LMA5020(14/09/2005)

(SNOHCOU2)

Endorsement #5

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

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

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

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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

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

All other terms and conditions of the policy remain unchanged.

Dated: February 8, 2022



Authorized Signature

NMA1265
17/3/60

Form approved by Lloyd's Market Association [Non-Marine]

(SNOHCOU2)

Endorsement #6

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -
PHYSICAL DAMAGE DIRECT

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused *NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from the Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*Note - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

Dated: February 8, 2022



Authorized Signature

7/5/59
NMA 1191

(SNOHCOU2)

Endorsement #7

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Dated: February 8, 2022



Authorized Signature

06/02/03
NMA2962

(SNOHCOU2)

Endorsement #8

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

Dated: February 8, 2022



Authorized Signature

SNOHCOU2

Endorsement #9

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

**LLOYD'S PRIVACY POLICY STATEMENT
UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.


RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

Dated: February 8, 2022



Authorized Signature

Endorsement #10

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

DATA BREACH AND PRIVACY LIABILITY ENDORSEMENT

It is understood and agreed that the coverage afforded by the Endorsement are subject to the terms, conditions and limitations of this policy, except to the extent that such terms, conditions and limitations are modified herein. Solely with respect to the coverage afforded by this Endorsement, the policy is amended as follows.

Data Breach and Privacy Liability Coverage Part, the coverage afforded by this Endorsement, is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company during the Policy Period or the Extended Reporting Period, if exercised.

Notice: Data Breach and Privacy Liability Coverage Part of this endorsement contains provisions that reduce the limits of liability stated in the Endorsement by the costs of legal defense.

The limit of liability applicable to the coverage part provided under this Endorsement is a sub-limit and does not increase the limit of liability provided under the Professional Liability coverage afforded in the policy to which this endorsement attaches.

Data Breach and Privacy Liability Endorsement – Claims Made and Reported Coverage

The company shall pay on behalf of the insured, all sums which the insured shall become legally obligated to pay as Damages and "Regulatory Fines" both of which are a result of a Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company during the Policy Period or the Extended Reporting Period, if exercised, by reason of an "Unauthorized Access" or a "Potential Unauthorized Access", provided:

1. The entirety of the "Unauthorized Access" or the discovery of the "Potential Unauthorized Access" happens during the Policy Period or on or after the retroactive date and before the end of the Policy Period and
2. Prior to the effective date of this policy the Named Insured or any past or current principal, partner, officer, director, trustee, shareholder or employee of the Named Insured had no knowledge of such "Unauthorized Access", "Potential Unauthorized Access" or any computer security incident, intrusion, breach, compromise, theft, loss or use of the Named Insured's "Electronic Communications System" which may have led a reasonable person in such party's position to conclude that a Claim was likely.

Additional Definitions Applicable to This Endorsement Only

A. "Authority" means any agency of:

1. a federal, state or local government of the United States of America, its territories or possessions or Puerto Rico;
2. a federal, provincial or local government of Canada;
3. the government of the European Union (EU) or any member nation; or
4. the PCI Security Standards Council;

any of which is charged with the administration or enforcement of laws or regulations relating to the use, transfer or storage or electronic communications or data storage systems.

B. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these, provided, however, "Bodily Injury" does not include humiliation or the infliction of emotional distress arising solely from an "Unauthorized Access" or "Potential Unauthorized Access". This definition applies only to the coverage provided under this endorsement and does not otherwise alter or affect the definition of "Bodily Injury" for the purpose of any other coverage afforded under this policy.

- C. "Electronic Communications System" means any wired, wireless, radio, electromagnetic, photo-optical or photo-electric facility for the transmission of electronic communications; any electronic data processing system, network or related electronic equipment for the storage of such communications; and any computer.
- D. "Interrelated Unauthorized Accesses" means "Unauthorized Access(es)" and/or 'Potential Unauthorized Access(es)' which are logically or casually connected by reason of any common fact, incident, circumstance, situation, or any computer security incident, intrusion, breach, compromise, theft, loss or use of the Named Insured's "Electronic Communications System".
- E. "Potential Unauthorized Access" means the threat or potential threat of an "Unauthorized Access" arising from a theft or loss of any component of the Named Insured's "Electronic Communications System".
- F. "Pollutants" mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums, chemicals or waste. Waste includes medical waste and all other material to be disposed of, recycled, stored, reconditioned or reclaimed.
- G. "Private Data" means data containing an individual's:
1. drivers license or other state-issued identification number, social security number, unpublished telephone number, savings account, checking account, credit card or debit card number each when in combination with the security code, access code, password or pin for such account or card number;
 2. "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended and regulations issued pursuant thereto;
 3. "protected healthcare information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and regulations issued pursuant thereto, and medical and healthcare information.
 4. private personal information as defined under a "Security Breach Notice Law"; and
 5. private personal information as defined under the law of a country other than the United States, which law is intended to provide for the protection of such private personal information, not including any lawfully available data accessible by the general public.
- H. "Property Damage" means physical injury to tangible property, including all resulting loss of use of that property or loss of use of tangible property that is not physically injured; provided, however, damage to, corruption of or inability to access data, software and computer networks shall not be considered to be loss of use of tangible property. This definition applies only to the coverage provided under this endorsement and does not otherwise alter or affect the definition of "Property Damage" for the purpose of any other coverage afforded under this policy.
- I. "Regulatory Fines" means civil fines and penalties assessed against the Insured by an "Authority" as a result of a Claim subject to coverage under this endorsement.
- J. "Security Breach Notice Law" means any law, statute or regulation within the United States of America, its territories or possessions, Puerto Rico or Canada requiring the Named Insured to notify individuals of the compromise or possible compromise of the security of their confidential information in the Named Insured's care, custody or control and the European Union (EU) Data Protection Act of 1995.
- K. "Unauthorized Access" means a breach of the Named Insured's security measures, systems, procedures, or stated privacy policy, or any intentional violation, interception, or use or misuse of the Named Insured's "Electronic Communications System", whether or not for profit or gain by any person without the permission, knowledge or ratification of the Insured. "Unauthorized Access" also includes:
1. access to the Named Insured's "Electronic Communications System" that is with the Insured's permission but only when such permission was granted as the result of fraud or deception;
 2. use of the Named Insured's "Electronic Communications System" by a party authorized by the Insured to use such system, who does so for an unauthorized purpose;
 3. the introduction of programs into the Named Insured's Electronic Communications System which contain fraudulent or destructive instructions or code including any inadvertent transmission of such programs to a third party;
 4. a credible threat or an extortion demand received by the Named Insured threatening or portending loss, injury or damage:
 - a) to the Named Insured's "Electronic Communications System", including programs, electronic data and media which form a part of the Named Insured's Electronic Communications System"; or

- b) to money, securities, bonds or similar financial instruments, solely to the extent that record of such is maintained in;
- c) due to failure to prevent a denial of service attack on the Named Insured's "Electronic Communications System" or to prevent the use of the Named Insured's "Electronic Communications System" by an unauthorized user or code to launch a denial of service attack on a third party;
- d) resulting from the theft or loss of any paper records.

Exclusions

Exclusions in this endorsement apply only to this endorsement and do not apply to the coverage provided under the policy. The exclusions in this endorsement do not modify or replace any of the exclusions in the policy form or other endorsements unless and only to the extent specifically provided in any of the exclusions.

The coverage provided under this does not apply to any Claim:

- A. caused by access to the Named Insured's "Electronic Communications System" by any government, governmental agency or subagency, or any agents thereof while acting on behalf of such entity;
- B. due to riot, civil commotion, war, insurrection or usurped power;
- C. based upon or arising out of "Bodily Injury" or "Property Damage";
- D. based upon or arising out of liability of others assumed by the Insured under any contract or agreement; provided, however, this exclusion shall not apply to liability an insured would have in the absence of such contract or agreement;
- E. based upon, arising out of, or any way involving any actual or alleged violation of any laws, whether statutory, regulatory or common law, respecting any of the following activities: antitrust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships;
- F. based upon, arising out of, or in any way involving conduct of the Insured or at the Insured's direction that is intentional, willful, dishonest, fraudulent or that constitutes a willful violation of any statute or regulation; provided, however, this exclusion shall not apply to: (a) the strictly vicarious liability of any Insured for the intentional, willful, dishonest or fraudulent conduct of another Insured or for the conduct of another Insured that constitutes a willful violation of any statute or regulation; or (b) "Defense Costs" incurred until an allegation is adjudicated through a finding by a trier-of-fact to be intentional, willful, dishonesty or fraudulent or a willful violation of any statute or regulation;
- G. based upon, arising out of, or in any way involving any:
 1. actual, alleged or threatened discharge, disposal, migration, dispersal, release or escape of "Pollutants"; or
 2. direction, order or request to test for, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize "Pollutants", or to pay for or contribute to the costs of undertaking such actions.
- H. brought by or on behalf of any employee, former employee or prospective employee based upon, arising out of, or in any way involving the employment relationship or the nature, terms or conditions of employment or any workplace tort;
- I. brought by, in the name of, or on behalf of any past or current principal, partner, officer, director, trustee, shareholder or employee of the Named Insured; provided, however, this exclusion shall not apply to any Claim arising out of "Unauthorized Access" or "Potential Unauthorized Access" to the personal information of any past or current principal, partner, officer, director, trustee, shareholder or employee of the Named Insured which is in the care, custody or control on the Named Insured;
- J. based upon, arising out of, or in any way involving the insolvency, receivership, bankruptcy, liquidation of the Named Insured or any subsidiary thereof whether or not included in the definition of Insured;
- K. based upon or arising out of any warranties or guarantees, express, implied or otherwise, or any cost estimates;
- L. based upon or arising out of any conversion, misappropriation, commingling of or defalcation of funds or property;
- M. based upon or arising out of any inability or failure of any party to pay or collect monies;


- N. based upon or arising out of infringement or inducement of infringement of patent or trade secret; or
- O. based upon, arising out of, or in any way involving an act, error or omission in the performance of professional services rendered or that should have been rendered by the Insured or by any person or organization for whose acts, error or omission the Insured is legally responsible;
- P. based upon, arising out of, or in any way involving the cost of modifications or changes to the Insured's security measures, procedures, software or hardware required or agreed to by the Insured to satisfy a judgment, award or settlement; any cost required to repair, build or modify property to comply with an award by a court, administrative order, arbitration award or any similar judgment; taxes, criminal or civil fines, or attorneys' fees of a party other than an Insured, other penalties imposed by laws or "Regulatory Fines"; sanctions, matters which are uninsurable under the law pursuant to which this Endorsement shall be construed;
- Q. made by any person or organization which is operated, managed or owned, in whole or in part, by the Named Insured or parent organization, subsidiary, division or affiliated organization thereof.

Limits of Liability

- A. The liability of the Company under Data Breach and Privacy Liability Coverage Part for the combined total of Damage, "Regulatory Fines" and "Defense Costs" for each Claim shall not exceed \$50,000.
- B. The combined total liability of the Company for all coverage afforded by Endorsement shall not exceed \$50,000, regardless of the number of claims.
- C. Multiple Insured, Claims, Losses and Claimants: The inclusion herein of more than one Insured in any Claim or the making of Claims by, or reporting of Loss incurred by, more than one person or organization shall not operate to increase the Limits of Liability stated in this Endorsement.
- D. More than one Claim arising out of a single "Unauthorized Access" or "Interrelated Unauthorized Accesses" will be considered a single Claim and will be deemed to have been made at the time the first of those Claims is made against any insured.
- E. The additional coverage provided by this endorsement does not operate to increase Each Claim or Aggregate limits.
- F. It is further understood and agreed that the \$50,000 limit of liability for coverage under this Endorsement is a sub-limit of liability within the limits of liability for professional liability coverage under the Policy. Therefore, the combined total liability of the Company under the Data Breach and Privacy Liability Coverage Part for the combined total of "Damages", "Regulatory Fines" and "Defense Costs" and under the professional liability coverage part of the policy for the combined total of "Damages" and "Defense Costs" shall not exceed the aggregate limit of liability for the professional liability coverage part. Additionally, it is further understood and agreed that "Damages" and "Regulatory Fines" paid under the Data Breach and Privacy Liability Coverage Part reduce the limits of liability for the professional liability coverage part and "Defense Costs" paid under the Data Breach and Privacy Liability Coverage Part reduce the limits of liability for the professional liability coverage part, including any applicable and available defense limit.

All other terms and conditions of the policy remain unchanged.

Dated: February 8, 2022



Authorized Signature

Endorsement #11

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

COMMUNICABLE DISEASE EXCLUSION

Any Claim arising out of, resulting from or in any way involving or relating to the actual or alleged transmission of any communicable disease, including but not limited to COVID-19, or resulting from or in any way involving or relating to the actual, threatened, or alleged presence or introduction of any virus (including but not limited to the novel coronavirus, or SARS-CoV-2, that causes COVID-19), bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, including not limited to COVID-19.


This exclusion applies even if the "Claim" against the "Insured" alleges negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing or failing to test for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

This exclusion applies whether the Claim arises from, results from or is attributable to any other cause acting in conjunction with or as a result of the actual or alleged transmission of any communicable disease, including but not limited to COVID-19, or resulting from or in any way involving or relating to the actual, threatened, or alleged presence or introduction of any virus (including but not limited to the novel coronavirus, or SARS-CoV-2, that causes COVID-19), bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, including but not limited to COVID-19.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Dated: February 8, 2022



Authorized Signature

Endorsement #12

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Dated: February 8, 2022



Authorized Signature

15/09/10
LMA3100

Endorsement #13

Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

It is hereby understood and agreed that the following are added to coverage as an Additional Insured and, as such, is an "Insured" under the Policy, but only as respects the operations of the Insured Organization named in Item 2 of the Declarations:

**Building Changes
City of Everett
Snohomish County**

All other terms and conditions of the policy remain unchanged.

Dated: February 8, 2022



Authorized Signature

(SNOHCOU2)

Endorsement #14


Attaching to and forming a part of Errors & Omissions Policy No. 21B01328172

Effective Date: 2/1/2022

In consideration of the premium charged, it is hereby understood and agreed that coverage afforded under Outside Referral Coverage Article I, Section A(5) & A(6) shall be primary and all other insurance shall be considered excess thereto.

All other terms and conditions of the policy remain unchanged.

Dated: February 8, 2022



Authorized Signature

(SNOHCOU2)

FORTEGRA SPECIALITY INSURANCE COMPANY
AND WITH UNDERWRITERS AT LLOYD'S, LONDON

LAWYERS PROFESSIONAL LIABILITY INSURANCE

CLAIMS MADE FORM / DEFENSE WITHIN LIMITS

Unique Market Reference Number: B174321B01328

IMPORTANT NOTICE

THIS IS A CLAIMS MADE FORM. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

Please Read Carefully

In consideration of the undertaking of the Named Insured to pay, when due, the premium and deductible as described herein and in the amounts stated in the Evidence of Insurance, and in reliance upon the statements in the application and subject to the limits of liability shown in the Evidence of Insurance, and subject to all of the terms, conditions, exclusions and limitations of this insurance, **Fortegra Specialty Insurance Company and Underwriters at Lloyds, London (the "Company")** agrees with the Named Insured as follows:

Article I
COVERAGE

A. Professional Liability and Claims Made Clause:

The Company shall pay on behalf of the Insured all sums in excess of the deductible amount stated in the Evidence of Insurance which the Insured shall become legally obligated to pay as damages as a result of **CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE PERIOD OF COVERAGE UNDER THE APPLICABLE EVIDENCE OF INSURANCE:**

- (1) By reason of any alleged or actual act, error, omission in Legal Aid Services or Defender Services rendered or that should have been rendered by the Insured or by any persons for whose acts, errors or omissions the Insured is legally responsible and arising out of the conduct of the Insured's profession as a lawyer or notary public employed to provide Legal Aid Services or Defender Services
- (2) By reason of any alleged or actual act, error, or omission committed by any non-Lawyer employee of the Named Insured or any Insured Organization, but arising solely out of services rendered within the scope

- of such person's employment by the Named Insured or such Insured Organization
- (3) Because of any alleged or actual Personal Injury by an Insured, subject, however, to the specific sublimits as to Personal Injury set forth in the applicable Evidence of Insurance
 - (4) By reason of an Insured's referral of any legal matter to any outside Lawyer groups, or Lawyers thereof, approved by an Insured Organization (*in such regard, see limitations on treatment of outside Lawyers as "insureds" set forth at Section II.B(4) of this policy*); or
 - (5) By reason of any alleged or actual act, error or omission in professional services rendered or that should have been rendered by any outside Lawyer groups, or Lawyers thereof, or by any person for whose acts, errors or omissions the Insured is legally responsible, and arising out of any legal matter referred by an Insured Organization to such outside Lawyer groups, or Lawyers thereof, whether or not for compensation (*in such regard, see limitations on treatment of outside Lawyers as "Insureds" set forth at Section II.B(4) of this policy*);
 - (6) By reason of any alleged or actual act, error, or omission in professional services rendered or that should have been rendered by an Insured Lawyer or by any person for whose acts, errors or omissions the Insured is legally responsible, and arising out of the conduct of the Insured's Outside Practice of Law, but only if the Evidence of Insurance applicable with respect to such Insured designates "Outside Practice of Law Coverage" as being applicable coverage, and the additional premium for such optional coverage stated therein has been indicated:

PROVIDED ALWAYS THAT such alleged or actual act, error, omission or Personal injury happens subsequent to the retroactive date specified in the applicable Evidence of Insurance, and

- (a) during the policy period, or
- (b) prior to the policy period, *provided that*, prior to the effective date of such Evidence of Insurance:
 - (i) the Insured did not give notice to any other insurer of any such alleged or actual act, error, omission, or personal injury:
 - (ii) the Insured had no reasonable basis to believe that the Insured had committed any act, error, omission, or Personal Injury which would give rise to a claim, or to foresee that a Claim would be made against the Insured; and
 - (iii) there is no other policy or policies which provide insurance for such liability or claim, unless the available limits of liability are insufficient to pay any liability or claim in which event this policy will cover only the excess over such prior coverage, subject to this policy's terms, limits of liability, exclusions, and conditions.

Legal Aid Services, Defender Services, Mediation Services, or professional services performed by the Insured in a lawyer-client relationship on behalf of one or more clients shall be deemed for the purpose of this section to be the performance of professional services for others in the Insured's capacity as a lawyer, although such services could be performed, wholly or in part by non-lawyers.

It is a condition precedent to coverage under this policy that all Claims be reported in compliance with Article V, CLAIMS, Section V.A. Notice of Claim.

B. Disciplinary Proceedings (Defense Coverage Only)

The Company shall provide a defense for any Insured Lawyer in connection with any Disciplinary Proceeding against such Insured AND FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD, PROVIDED ALWAYS THAT such alleged or actual act, error, omission, or Personal Injury which is the basis of such Disciplinary Proceeding happens subsequent to the retroactive date specified in such Evidence of Insurance, and

- (1) During the Policy Period, or
- (2) Prior to the Policy Period, *provided that* prior to the Effective Date of such Evidence of Insurance:
 - (a) The Insured did not give notice to any other insurer of any such alleged or actual act, error omission, or Personal Injury;
 - (b) The Insured had no reasonable basis to believe that the Insured had committed any act, error, omission, or Personal Injury which would give rise to a Disciplinary Proceeding or to foresee that a Disciplinary Proceeding would be made against the Insured and
 - (c) There is no other policy or policies which provide insurance for such defense of such Disciplinary Proceeding, unless the available limits of liability of such prior policy or policies are insufficient to pay the costs of providing such defense, in which event this policy will cover only the excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

The costs of providing such defense shall constitute Claim Expenses for purposes of this policy, and such Disciplinary Proceeding shall be deemed to be a Claim for purposes of the application of the defense, settlement, and other general provisions of this policy; provided, however, that, notwithstanding any other provision hereof which might be construed to the contrary, the Company shall not be liable for any Damages, fines or penalties which may be imposed on the Insured by reason of such disciplinary claim or proceeding.

It is a condition precedent to coverage under this policy that all Claims be reported in compliance with Article V, CLAIMS, Section V.A. Notice of Claim.

C. Defense of Contempt Proceedings (Defense Coverage Only)

The Company shall provide a defense for any Insured Lawyer in connection with any contempt proceeding against such Insured AND FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD (whether or not an unfavorable adjudication is entered against the Insured Lawyer in such contempt proceeding); PROVIDED ALWAYS THAT such alleged or actual act, error, omission, or Personal Injury which is the basis of such contempt proceeding happens subsequent to the retroactive date specified in such Evidence of Insurance, and

- (1) During the Policy Period, or
- (2) Prior to the Policy Period, *provided that* prior to the Effective Date of such Evidence of Insurance:
 - (a) The Insured did not give notice to any other insurer of any such alleged or actual act, error omission, or Personal Injury;
 - (b) The Insured had no reasonable basis to believe that the Insured had committed any act, error, omission, or Personal Injury which would give rise to a Disciplinary Proceeding or to foresee that a Disciplinary Proceeding would be made against the Insured and
 - (c) There is no other policy or policies which provide insurance for such defense of such Disciplinary Proceeding, unless the available limits of liability of such prior policy or policies are insufficient to pay the costs of providing such defense, in which event this policy will cover only the excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

D. Management Liability (Optional)

If the Evidence of Insurance applicable with respect to any particular Insured designates "Management Liability Coverage" as being an applicable coverage, and the additional premium for such optional coverage stated therein has been indicated, the Company shall pay on behalf of such Insured all sums in excess of the deductible amount stated in the Evidence of Insurance which the Insured shall become legally obligated to pay as Damages as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD by reason on any alleged, or actual act, error, misstatement, misleading statement, breach of duty, or omission, based on negligence by the Insured or by any person for whose acts, errors, misstatements, misleading statements, breaches of duty, or omissions the Insured is legally responsible and arising in connection with such Insured's capacity as part of the Management of the Named Insured or Insured Organization named in such Evidence of Insurance: PROVIDED ALWAYS THAT such alleged or actual act, error, misstatement,

misleading statement, breach of duty or omission happens subsequent to the retroactive date specified in such Evidence of Insurance, and

- (1) During the Policy Period, or
- (2) Prior to the Policy Period, *provided that* prior to the Effective Date of such Evidence of Insurance:
 - (a) The Insured did not give notice to any other insurer of any such act, error, misstatement, misleading statement, breach of duty or omission;
 - (b) The Insured had no reasonable basis to believe that the Insured had committed any act, error misstatement, misleading statement, breach of duty or omission which would give rise to a Claim, or to foresee that a Claim would be made against the Insured and
 - (c) There is no other policy or policies which provide insurance for such liability or claim, unless the available limits of liability of such prior policy or policies are insufficient to pay any liability or claim, in which event this policy will cover only the excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

It is a condition precedent to coverage under this policy that all Claims be reported in compliance with Article V, CLAIMS, Section V.A. Notice of Claim.

E. Employment Liability (Optional)

If the Evidence of Insurance applicable with respect to any particular Insured Organization designates "Employment Liability Coverage" as being an applicable coverage, and the additional premium for such optional coverage stated therein has been indicated, the Company shall:

- (1) Provide a defense for any Insured with respect to, and pay on behalf of such Insured all sums in excess of the deductible amount stated in the Evidence of Insurance which the Insured shall become legally obligated to pay as Damages as a result of, any Claim or administrative proceeding brought by or on behalf of an individual who is, was, or hereafter becomes an employee of, or who has sought employment with, such Insured Organization and which arises out of the employment practices of the Insured Organization, such as those with respect to employment, retention and termination and
- (2) Provide a defense for any Insured, but not pay any Damages, fines, or penalties which may be imposed on such Insured, with respect to any Claim made by an employee of such Insured Organization which arises out of (I) the bodily injury, sickness, disease, or death of any person, or injury to or destruction of any tangible property or loss of use resulting therefrom (ii) the violation of any workers compensation, unemployment compensation, employer liability, disability benefit, or other similar laws, or (iii) the assertion that any work premises, tools or practices must be rebuilt, removed, modified, or otherwise changed in order to accommodate the needs of disabled persons,

and FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD; PROVIDED ALWAYS THAT such alleged, or actual act, error, or omission, which is the basis of such Claim happens subsequent to the retroactive date specified in the Evidence of Insurance, and

- (a) During the Policy Period, or
- (b) Prior to the Policy Period, *provided that* prior to the Effective Date of such Evidence of Insurance:
 - (i) The Insured did not give notice to any other insurer of any such act, error or omission
 - (ii) The Insured had no reasonable basis to believe that the Insured had committed any act, error or omission, which would give rise to a Claim or to foresee that a Claim would be made against the Insured and
 - (iii) There is no other policy or policies which provide insurance for such liability or Claim, unless the available limits of liability of such prior policy or policies are insufficient to pay any liability or claim, in which event this policy will cover only the excess over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

The costs of providing such defense shall constitute Claim Expenses for purposes of this policy, and such claim of employment liability shall be deemed to be a Claim for purposes of the application of the defense, settlement, and other general provisions of this policy; *provided, however, that*, notwithstanding any other provision hereof which might be construed to the contrary, the Company shall not be liable for any Damages, fines or penalties which may be imposed on the Insured by reason of a Claim under Section I.E(2) above.

It is a condition precedent to coverage under this policy that all Claims be reported in compliance with Article V, CLAIMS, Section V.A. Notice of Claim.

F. Defense Settlement

With respect to the insurance afforded by this policy, the Company shall defend any Claim against the Insured, including the appeal thereof, seeking Damages to which this insurance applies even if any of the allegations of the suit are groundless, false, or fraudulent. It is further agreed that the Company may make such investigation of any Claim as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend, or to continue to defend any Claim after the limits of the Company's liability have been exhausted by payment of any Damages or Claims Expenses.

G. Consent to Settle

The Company shall not settle any Claim without the consent of the Insured, unless otherwise agreed between the Company and the Insured; *provided, however, that* if the Insured shall refuse to consent to any settlement or compromise recommended by the Company and shall elect to contest the Claim or continue any legal proceedings in connection with such Claim, then the Company's liability for the Claim shall not exceed and shall be limited to, the amount for which the Claim could have been settled, or compromised, plus the amount of Claim Expenses incurred up to the date of such refusal. Thus, in the event of such refusal, when and if the Claim Expenses with respect to the Claim equal the amount for which the Claim could have been settled or compromised, the Company shall have the right to withdraw from the further investigation and/or defense thereof by tendering control of such investigations or defense to the Insured, and the Insured agrees, as a condition of the issuance of this policy, to accept such tender.

H. Discovery Clause

If, during the Policy Term or any optional Extended Claims Reporting Period purchased hereunder, the Insured first becomes aware that an Insured has committed a specific act, error, misstatement, misleading statement, breach of duty, omission, or Personal Injury for which coverage is otherwise provided hereunder, and if the Insured shall, during the Policy Period or the optional Extended Claims Reporting Period purchased hereunder, give notice to the Company of:

- (1) The specific act, error, misstatement, misleading statement, breach of duty, omission, or Personal Injury,
- (2) The injury or damage which has or may result from such act, error, misstatement, misleading statement breach of duty, omission, or Personal Injury, or
- (3) The circumstances by which the Insured first became aware of such act, error, misstatement, misleading statement, breach of duty, omission, or Personal Injury

then any Claim that may subsequently be made against the Insured arising out of such alleged or actual act, error, misstatement, misleading statement, breach of duty, omission, or Personal Injury shall be deemed for the purposes of this insurance to have been made during the Policy Period or during the optional Extended Claims Reporting Period purchased hereunder.

The insured shall cooperate fully with the Company as provided in Article V, CLAIMS, Sections V.A. and V.B. Notice of Claim and Assistance and

Cooperation of the Insured, and any investigation conducted by the Company or its representatives shall be subject to the terms set forth in this policy.

I. Extended Claims Reporting Period

- (a) The Insured Organization shall have a non-cancelable Extended Claims Reporting Period of thirty (30) days starting at the expiration of coverage shown in Item 3 of the Evidence of Insurance, provided the Named Insured has purchased no other coverage to replace this policy.
- (b) **OPTIONAL EXTENDED CLAIMS REPORTING PERIOD:** If the Named Insured does not renew this policy, or if any Insured Organization does not renew its coverage under the Evidence of Insurance applicable to such Insured Organization, as the case may be, after complying with all the terms and conditions thereof, including the payment of all premiums and/or deductibles when due, or if the Company shall cancel or refuse to renew this policy or the coverage of an Insured Organization under an Evidence of Insurance for reasons other than the Named Insured's or Insured Organization's non-payment of premiums and/or deductibles or material breach of the terms and conditions of this policy, or the applicable Evidence Insured Organization, upon payment of an additional premium as set forth herein shall have the option to extend the insurance afforded by this policy and any applicable Evidence of Insurance, subject otherwise to the terms, limits of liability, exclusions and conditions thereof, to apply to **CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING A 12 MONTH PERIOD** following immediately upon the effective date of such cancellation or termination, but only by reason of any alleged or actual act, error, omission or Personal Injury arising out of professional services rendered, before such effective cancellation or termination date and otherwise covered by this insurance.

If purchased, the extension of coverage for claims made subsequent to cancellation or termination of the policy or an Evidence of Insurance, as applicable, shall be endorsed hereto or upon the applicable Evidence of Insurance, and shall hereinafter be referred to as the "**Extended Claims Reporting Period**".

The premium for the Optional Extended Claims Reporting Period elected by the Named Insured or the applicable Insured Organization shall be calculated at 100% of the full annual premium stated in the applicable Evidence of Insurance for the 12 month Period.

As a condition precedent to the Named Insured's or Insured Organization's right to purchase the optional Extended Claims Reporting Period coverage, the full annual premium for this policy or the applicable Evidence of Insurance and any deductible that are due must have been paid.

The Named Insured's or Insured Organization's right to purchase the Optional Extended Claims Reporting Period coverage must be exercised by written notice to the Company not later than thirty (30) days after the cancellation or termination

date of this policy or any Evidence of Insurance, as applicable, AND MUST INCLUDE PAYMENT OF PREMIUM FOR THE OPTIONAL EXTENDED CLAIMS REPORTING PERIOD as well as payment of all premiums and/or deductibles due the Company.

If such notice, premium and deductible payments are not so given to the Company, the Named Insured or Insured Organization shall not at a later date be able to exercise such right.

At the commencement of the optional Extended Claims Reporting Period, the entire premium therefor shall be deemed earned and in the event that the Named Insured or Insured Organization terminates the optional Extended Claims Reporting Period before its term for any reason, the Company shall not be liable to return to the Named Insured or such Insured Organization any portion of the premium for the optional Extended Claims Reporting Period.

The fact that the period during which Claims must be first made against the Insured and reported to the Company under this policy extended by virtue of the optional Extended Claims reporting Period shall not in any way increase the limits of liability of this policy.

Article II **DEFINITIONS**

- A. Named Insured**, whenever used in this policy, means the CIMA Liability Protection Program for Legal Services and Defender Services Professionals and Specified Insured Organizations.
- B. Insured**, whenever used in this policy means:
- (1) the Named Insured;
 - (2) Any Insured Organization
 - (3) Any Lawyer while acting in a professional capacity on behalf of the Named Insured, or an Insured Organization;
 - (4) Solely for purposes of the Professional Liability coverage and Outside Referral Coverage provided for under Section I.A of this Policy, any Lawyer while acting in a professional capacity performing Legal Aid Services or Defender Services on behalf of any client referred to such Lawyer by the Named Insured or the applicable Insured Organization, whether or not compensation is received for such services, but, notwithstanding anything in this policy which might be construed to the contrary no outside Lawyer shall be deemed to be an Insured with respect to any matter not considered Legal Aid Services, Defender Services or Mediation Services;
 - (5) Any non-Lawyer who is, was or hereafter becomes an employee of the Insured or any Insured Organization solely while acting in such capacity;

- (6) Any person who is, was, or hereafter becomes an uncompensated, part-time or full-time volunteer of an Insured Organization solely while acting in such capacity;
- (7) Any person who is, was, or hereafter becomes a director or trustee of the Named Insured or any Insured Organization; and
- (8) As respects the liability of each Insured otherwise covered herein, the heirs, executors, administrators, assignees, and legal representatives of each Insured in the event of such Insured's death, incapacity, or bankruptcy.

C. Insured Organization, whenever used in this policy, means any legal services or defender services organization named in an Evidence of Insurance issued pursuant to this policy.

D. Claim, whenever used in this policy, means a demand received by the Insured for money or services, including the service of suit or institution of arbitration proceedings against the Insured.

E. Claim Expenses, whenever used in this policy, means:

- (1) fees charged by any lawyer designated by the Company;
- (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Company;
- (3) Fees charged by any lawyer designated by the Insured with the written consent of the Company;
- (4) Premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, and all premiums on appeal bonds required in any such defended suit, but without any obligation on the Company to apply for or furnish any such bonds; and
- (5) All costs assessed against the Insured in any such defended suit and all interest accruing after entry of judgement until the Company has paid or tendered or deposited in court such part of such judgement as does not exceed the limit of the Company's liability thereon.

However, "Claim Expenses" does not include salary charges of regular employees or officials of the Company or any supervisory counsel retained by the Company.

F. Damages, whenever used in this policy, means a monetary judgment, award or settlement and does not include fines, statutory penalties, or sanction, whether imposed by law or otherwise, nor the return of or restitution of legal fees, costs, and expenses.

- G. Disciplinary Proceeding**, whenever used in this policy, means any proceeding against an Insured by or before any judicial or regulatory authority (including any state bar association) based upon or arising out of an asserted violation, breach, or infraction of any code of professional conduct or ethics arising out of the conduct of the Insured's profession as an attorney or notary public.
- H. Lawyer**, whenever used in this policy, means any person who is authorized to practice law in the jurisdiction in which such person renders Legal Aid Services, Defender Services, or other professional services.
- I. Legal Aid Services**, whenever used in this policy, means legal services or legal advice in matters provided by an Insured to a client who is unable to afford legal assistance elsewhere for financial or other reasons.
- J. Management**, whenever used in this policy with respect to the Named Insured or any Insured Organization, means any officer, director, trustee, manager, or other person or groups of persons who control, direct, administer, or manage such Named Insured or Insured Organization.
- K. Outside Practice of Law**, whenever used in this policy with respect to any particular Insured Lawyer, means the uncompensated provision of legal services or legal advice to a client who is not entitled to received Legal Aid Services or Defender Services from the Insured Organization which employs the Lawyer, if (i) the provision of such services has been duly authorized by such Insured Organization and (ii) the Lawyer is acting pursuant to an appointment made under a court rule or practice of equal applicability to all attorneys in the Lawyer's jurisdiction or on behalf of a close friend or family member or a religious, community or charitable group.
- L. Personal Injury**, whenever used in this policy, means:
- (1) any false arrest, detention or imprisonment
 - (2) any wrongful entry or eviction, or other invasion of private occupancy;
 - (3) any malicious prosecution;
 - (4) any publication or utterance of a libel or a slander or other defamatory or disparaging material;
 - (5) any publication or utterance in violation of an individual's right of privacy; or
 - (6) any mental distress, mental anguish, mental illness or humiliation
- M. Policy Period**, whenever used in this policy, means the period from the

inception date of this policy to the policy expiration date as set forth in the Master Policy Declarations or its earlier termination date, if any; provided, however, with respect to any Evidence of Insurance as to which the Period of Coverage (subject to any early termination in accordance with this policy) extends past the end of what would otherwise be the Policy Period, the Policy Period shall be deemed to continue throughout such Period of Coverage.

- N. Defender Services**, whenever used in this policy, means legal services or legal advice in matters provided by an Insured to a client accused of a crime who is unable to afford legal assistance elsewhere for financial or other reason.
- O. Mediation Services**, whenever used in this policy, means professional services provided by the Insured Organization, whether by an Insured Lawyer or non-attorney employed by the Insured Organization, for the purpose of attempting to mediate or resolve a dispute between two or more parties, neither of whom is the client of the Insured Organization Insured Lawyer.

Article III **LIMITS OF LIABILITY**

A. Limit of Liability - Each Claim

The liability of the Company for payment of Damages, including Claim Expenses, incurred for each Claim FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD, including the Extended Claims Reporting Period, if purchased, shall not exceed the amount stated in the applicable Evidence of Insurance for each Claim.

B. Limit of Liability - Aggregate

The liability of the Company for payment of all Damages, including all Claim Expenses, shall not exceed the amount stated in the applicable Evidence of Insurance as “aggregate” as a result of all Claims **FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD**, including the Extended Claims Reporting Period, if purchased.

C. Deductible

The deductible amount stated in the Evidence of Insurance shall be paid by the applicable Insured Organization and shall be applicable to all Damages and Claim Expenses, whether or not payment for Damages is made.

The total payments requested from an Insured Organization with respect to all covered Claims reported during the Policy Period or any Optional Extended Claims Reporting Period shall not exceed the deductible amount stated in the applicable Evidence of Insurance.

D. Multiple Insureds, Claims and Claimants

The limits of liability set forth herein and in each Evidence of Insurance issued by the Company pursuant to this Policy shall be applied, separately as to the applicable Insured Organization with respect thereto and shall not be reduced or otherwise affected by the limits of liability applicable to any other Insured Organization. The inclusion herein or more than one Insured or the making of Claims or the bringing of suits by more than one person or organization shall not operate to increase the Company's limit of liability per Insured Organization. Two or more claims arising out of a single alleged or actual act, error, omission or Personal Injury, or a series of related alleged or actual acts, errors, omissions or Personal Injuries, shall be treated as a single Claim with respect to each Insured Organization affected. All such claims, whenever made, shall be considered first made at the time the earliest Claim arising out of such alleged or actual act, error, omission, or Personal Injury, or related acts, errors, omissions, or Personal Injuries, was first made, and all such claims shall be subject to the same limits of liability with respect to each applicable Insured Organization.

E. Payment and Apportionment of Claim Expenses

All Claim Expenses shall first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay as Damages.

Article IV
EXCLUSIONS

A. This policy does not apply:

- (1) to any judgment or final adjudication based upon or arising out of any dishonest, deliberately fraudulent, criminal, maliciously or deliberately wrongful acts, errors, omissions, or Personal Injuries committed by the Insured or asserting a violation of the Racketeer Influenced and Corrupt Organizations ("RICO") Act or similar laws; *provided, however, that,* subject to the limits of liability under this policy, the Company will provide a defense against the allegation of any such act, error, omission, or Personal Injury unless an unfavorable adjudication of such allegation is entered against the Insured;
- (2) to any claim made by or against any business enterprise not named in the Evidence of Insurance, which is owned by the Insured or in which the Insured is a partner or employee, or which is controlled, operated, or managed by the Insured, either individually or in a fiduciary capacity, including the ownership, maintenance, or use of any property in connection therewith, or to any Claim made against the Insured solely because the Insured is a partner, officer, director, stockholder or employee of any business enterprise not named in the Evidence of Insurance;

- (3) To liability arising out of the Insured's activities and/or capacity as:
- (a) An owner, officer, director, partner, trustee or employee of a business enterprise, charitable organization, pension, welfare, profit-sharing, mutual or investment fund or trust or other organization, other than the Named Insured or an Insured Organization to the extent that the optional Management Liability Coverage, if obtained, is applicable;
 - (b) A fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if an Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan. This exclusion shall not apply to the optional Employment Liability coverage, if purchased, and if coverage is applicable thereunder;
- (4) To any Claim made by a present, former, or prospective partner, officer, director, trustee, stockholder, or employee of the Insured unless such Claim arises out of the professional services of the Insured in a lawyer-client relationship, except to the extent that the optional Employment Liability Coverage, if obtained, is applicable;
- (5) To any Claim based upon or arising out of the employment practices of the Insured, such as those with respect to employment, retention and termination except to the extent that the optional Employment Liability Coverage, if obtained, is applicable;
- (6) To punitive damages, exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages, except to the extent otherwise set forth in the Evidence of Insurance applicable to an Insured (in which event the specific sublimits of liability set forth therein shall apply, but only where the insurability of such damages are not in violation of any statutes, laws or public policy);
- (7) To any liability for bodily injury, sickness, disease or death of any person, or injury to or destruction of any tangible property or loss of use resulting therefrom;
- (8) To any Claim asserting a violation of any workers compensation, unemployment compensation, employer liability, disability benefit, or other similar laws;
- (9) To any Claim by one Insured against any other Insured, except to the extent that the optional Employment Liability Coverage, if obtained, is applicable;

- (10) To any liability under any contract or agreement except an engagement contract or agreement providing for the provision of Legal Aid Services or Defender Services by an Insured Organization to its client and except to the extent that the optional Employment Liability Coverage, if obtained, is applicable;
- (11) To any Claim based upon or arising out of professional services rendered or work performed by any Insured for compensation, except when these professional services rendered or work performed is for Legal Aid Services or Defender Services;
- (12) To any Claim for the return or an accounting of any funds *provided, however, that* subject to the limits of liability under this policy, the Company will provide a defense against such Claim;
- (13) To any Claim based upon or arising out of the alleged nonpayment of any federal, state or local taxes, or any penalties, interests, or costs in connection therewith;
- (14) To fines, penalties, sanctions, costs, or fees imposed by a court for the violation of the rules of procedure, state or federal, *provided, however, that* the Company shall provide a defense against the imposition of any such fines, penalties, sanctions, costs, or fees to the extent provided in this policy with respect to the Disciplinary Proceedings and except to the extent otherwise set forth in the Evidence of Insurance applicable to an Insured as to the defense of contempt proceedings (in which event, the specific sublimits of liability set forth therein shall apply).
- (15) To any liability of any Insured resulting from or in any manner related to an individual's right to or claimed right to unemployment insurance benefits. Such liability to which this Policy does not apply includes but is not limited to the following:
 - (1) Any increased tax liability resulting from an individual's claim for unemployment benefits; and
 - (2) Any increased liability for insurance premium(s) resulting from an individual's claim for unemployment benefits.

If the optional Employment Liability Coverage is purchased, Exclusion (13) will apply only to the payment of damages, awards, or settlements resulting from such claims but the Company will defend the Insured Organization against such claim. The limit of liability applicable for this coverage will be the amount set forth in the Evidence of Insurance for Employment Liability.

For the purpose of determining the application of any of the foregoing exclusions, the alleged or actual act, error, omission, or Personal Injury of any one Insured shall not be imputed to any other Insured.

Article V
CLAIMS

A. Notice of Claim

As a condition precedent to the right to the protection afforded by this insurance, the Insured shall, as soon as practicable, give to the Company written notice of any Claim made against the Insured.

In the event suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons, or other process received directly or by the Insured's representatives.

An Insured Organization shall have knowledge of a Claim against it, or of any demand, notice, summons, or other process received by it, only if an executive officer of such Insured Organization has actual knowledge of such Claim or receipt.

B. Assistance and Cooperation of the Insured

The Insured shall cooperate with the Company and upon the Company's request shall submit to examination and interrogation by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to the Company's representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to the Company. The Insured shall further cooperate with the Company to secure and effect any rights of indemnity, contribution, or apportionment which the Insured may have. The Insured shall exercise the Insured's right to either reject or demand the arbitration of any Claim made against the Insured in accordance with the written instructions of the Company. The Insured shall not, except at his own cost, make any payment, admit any liability, settle any claims, assume any obligation or incur any expense without the written consent of the Company.

C. Subrogation

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

The Company shall not exercise any such rights against any persons, firms, organizations or corporations included in the definition of "Insured".

Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an Insured in respect of any claim brought about or contributed to by the intentional, dishonest, fraudulent, criminal or malicious act or omission of such Insured.

D. Joining of Company as Co-Defendant; Bankruptcy of Insured

Nothing contained in this policy shall give any person or organization the right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.

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

E. False or Fraudulent Claims

If any Insured shall commit fraud in proffering any claim as regards amount or otherwise, this insurance shall become void as to such Insured from the date such fraudulent claim is proffered.

Article VI
CONDITIONS

A. Other Insurance

This insurance shall be in excess of the amount of the applicable deductible of this policy and any other valid and collectible insurance available to the Insured, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the limits of liability provided in this policy.

B. Changes

The terms of this policy shall not be changed, except by endorsement issued to form a part of this policy.

Notice to and knowledge of an agent of the Company shall be considered notice to and knowledge of the Company, and any fact which breaches a condition of this policy and is known to the agent prior to a loss shall not void this policy or defeat a recovery hereunder in the event of loss.

C. Assignment

Assignment of interest under this policy shall not bind the Company unless its consent is endorsed in writing hereon.

D. Cancellations

This policy or an Evidence of Insurance may be cancelled by the Named Insured or by an Insured Organization, as applicable, by surrender of this policy or the Evidence of Insurance, as applicable, to the Company or by mailing or

delivering to the Company written notice stating when thereafter such cancellation shall be effective. If cancelled by an Insured, the Company shall retain the customary short rate proportion of the premium.

If this policy or an Evidence of Insured has been in effect for 60 days or less, the Company may cancel this policy or such Evidence of Insurance by mailing or delivering to the Named Insured or Insured Organization as applicable, written notice of cancellation stating the reason for the cancellation. Such notice shall be mailed or delivered at least 10 days before the effective date of cancellation if the Company cancels for nonpayment of any premium or deductible when due, or at least 60 days before the effective date of cancellation if the Company cancels for any other reason.

If this policy or an Evidence of Insurance has been in effect for more than 60 days or is a renewal of a policy or Evidence of Insurance the Company issued, the Company may cancel this policy or such Evidence of Insurance only for one or more of the following reasons by mailing or delivering to the Named Insured or Insured Organization, as applicable, written notice of cancellation stating the reason for the cancellation:

- (1) Nonpayment of any premium or deductible when due;
- (2) Discovery of fraud or material misrepresentation made by an Insured or with an Insured's knowledge in obtaining, continuing or presenting a Claim under the policy or Evidence of Insurance, as applicable.

Such notice shall be mailed or delivered at least 10 days before the effective date of cancellation if the Company cancels for nonpayment of any premium or deductible when due, or at least 60 days before the effective date of cancellation if the Company cancels for any other reason.

If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

The effective date of cancellation stated in any notice of cancellation by the Insured or the Company shall become the end of the Policy Period.

E. Service of Suit (Not applicable in NJ, PA, DC, LA or IL)

It is agreed that in the event of the failure of the Company to pay any amount Claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in such suit may be made upon Bart Rinn or his nominee at McCullough, PC, 205 North Michigan Ave, Suite 2550, Chicago, Illinois, 60601, and that in any suit instituted against any one of them

upon this policy, this Company will abide by the final decision of such court or any appellate court in the event of an appeal.

The above named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or true copy thereof.

F. Notices

All notices or other communications required by this policy shall be addressed as follows:

- (1) If to the Company:

XS/Group, Inc.
2750 Killarney Drive, Suite 202
Woodbridge, VA 22192

- (2) If to any Insured:

At the address for such Insured stated on the applicable Evidence of Insurance or at the last address for such Insured designated by written notice to the Company

G. Territory

The insurance afforded under this policy applies worldwide.

H. Innocent Insured

Whatever coverage under this Policy would be excluded, suspended or lost:

- (1) because of any exclusion relating to criminal, dishonest, fraudulent, malicious or intentional conduct by any Insured, and with respect to which any other Insured did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof: or

- (2) because of noncompliance with any condition related to the giving of notice to The Company, with respect to which any Insured shall be in default solely because of the default or concealment of such default by one or more other Insureds hereunder;

The Company agrees that such insurance as would otherwise be afforded under this Policy shall be applicable with respect to each and every Insured who did not personally participate or personally acquiesce in or remain passive after having personal knowledge of the conduct described or forming the basis for such exclusion or condition; provided that if the condition be one with which such Insured can comply, after receiving knowledge thereof, the Insured entitled to the benefit of this provision shall comply with such condition promptly after obtaining knowledge of the failure of any other Insured to comply therewith.

Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London and with Fortegra Specialty Insurance Company.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London and with Fortegra Specialty Insurance Company (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

XS/Group, Inc.
2750 Killarney Drive, Suite 202
Woodbridge, VA 22192-4124

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose names can be ascertained as hereinbefore set forth and Fortegra Specialty Insurance Company. As used in this Certificate "Underwriters" shall be deemed to include Fortegra Specialty Insurance Company and incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Several Liability Notice.** The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd’s syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member’s proportion. A member is not jointly liable for any other member’s proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd’s, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd’s syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd’s, at the above address.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

8. Short Rate Cancellation. If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 - 1. Determine full annual premium as for insurance written for a term of one year.
 - 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 - 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

Client Code: SNOHCOU2
Renewal Date: 2/1/22

LAWYERS PROFESSIONAL LIABILITY INSURANCE
RENEWAL APPLICATION

This is an application for a Claims Made Policy

1. Corporate Name: Snohomish County Legal Services

Address: 2920 Colby Ave., Ste. 102 Everett, WA 98201

Phone Number: 425-258-9283

Fax Number: 425-259-2906

E-mail: *Please provide:* janep@snocolegal.org

2. Describe any changes in your operations in the last year:

Around February 2021, the interim Executive Director came on as the Executive Director. We lost one administrative assistant. We hired a temporary legal assistant onto the staff. With the implementation of 2 new programs, the Eviction Resolution Pilot Program and Tenants' Right to Counsel (RTC) (see next paragraph), our Housing Justice Project (HJP) department expanded to add on 4 RTC attorneys, a RTC legal assistant, and a RTC paralegal.

In April 2021, Washington State Governor Jay Inslee signed SB 5160, establishing a right to counsel for indigent tenants in eviction cases. SCLS is a contractor for Right to Counsel in Snohomish County and expanded our HJP Department. We restructured our HJP Department to accommodate for RTC full representation services.

In Jan. 2022, SCLS moved to a larger office space 2 blocks away and entered into a 5-year lease.

Has there been any change in the non-profit organization status? Yes No If yes, please explain. _____

Please describe any significant changes in funding during the past year: we received additional funding to expand legal service capacity in response to the COVID-19 pandemic. Some COVID-19 funds we received in 2020 were not continued.

3. Total Number of:

Board Directors 13

Staff Attorneys 9

Clerical 4

Paralegal: 1

4. Are Pro-Bono services outside the organization (defined by Section 1604.5a, b, and c of Legal Services Corporation regulations) allowed? Yes No

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If yes, do you want to cover these services? Yes No

Does your organization use outside Pro-Bono attorneys or reduced fee judicare programs which use outside attorneys? Yes No If yes, please state: Number of Attorneys _____

Number of cases? _____

Attach a separate description of services offered.

Do you want to cover these services on a _____ Primary Basis, or _____ Excess Basis? (Excess is included automatically)

5. Please attach a description of any changes in the following during the past year (please state "None" if no change):

- a. List of attorneys showing years admitted to Bar and years in practice; Adam Wicks-Arshack (WA-2018)
Skyler Clary (WA-2019)
Carolyn Morikawa (WA-1995)
Angelina Marques (WA-2016)
Austin Hsu (WA-2018)
- b. Guidelines of client eligibility;
- c. Description of non Pro Bono services with fee schedule;
- d. Information regarding publications and sponsored meetings.

7. Indicate percentage of work performed in:

	<u>Past Yr.</u>	<u>This Yr.</u>
Bankruptcy	3 _____ %	1 _____ %
Bodily/Personal Injury – Plaintiff	0 _____ %	0 _____ %
Child/Spouse Abuse	4 _____ %	10 _____ %
Criminal	0 _____ %	0 _____ %
Divorce/Family Law	41 _____ %	25 _____ %
Farm Aid	0 _____ %	0 _____ %
Guardianship	0 _____ %	0 _____ %
Housing Law	0 _____ %	0 _____ %
Immigration	0 _____ %	0 _____ %
Juvenile	0 _____ %	0 _____ %
Landlord/Tenant	50 _____ %	60 _____ %
Protection & Advocacy for Developmentally Disabled Persons	0 _____ %	0 _____ %
Public Benefit Law (Social Service, Unemployment Comp., Workers Comp., Medicare	0 _____ %	0 _____ %
Real Estate	0 _____ %	0 _____ %
Wills/Estate Work	2 _____ %	4 _____ %
Other (Specify)	_____ %	_____ %
Other (Specify)	_____ %	_____ %

8. Docket Control Information:
- a. Does your docket control system include litigated items? Yes No
- b. Do you have a planned system of control of date deadlines? Yes No
 To whom is responsibility for entry assigned? Managing Attorney
- c. Are independent date controls kept? Yes No
- d. Does the ultimate responsibility for docket control of litigation rest with the lawyer handling the case?
 Yes No

8 (continued)

e. Do you have a computerized docket control system? Yes No

f. Describe your method of docket control with particular comments on cross-checking:

Legalserver tracking and manual calendaring

9. Insurance Program Desired:

a. Lawyers Professional Liability: \$ _____ Each Claim \$ _____ Aggregate

b. Management Liability: \$ _____ Each Claim \$ _____ Aggregate

c. Employer Practice Coverage: (Please circle one)

<u>Option A</u>	<u>Option B</u>	<u>Option C</u>
\$ 25,000 Each Claim	\$ 50,000	\$ 100,000
\$ 75,000 Aggregate	\$ 150,000	\$ 300,000

d. Optional Coverage (check if desired):

- _____ Punitive Damages
\$50,000 Each Occurrence
\$50,000 Annual Aggregate
- _____ \$50,000 Injunctive Relief Defense Coverage
- _____ Outside Practice of Law

10. Are employees organized in a collective bargaining unit? Yes No

If so, what procedures are employed to handle grievances? (Attach separate sheet if necessary.)

11. Do you conduct any business activities outside of the USA where any OFAC Economic and Trade Sanctions or any other Regulations are currently in place? Yes No

12. Gross Revenue for the past 2 fiscal years: Most Recent Year _____ Prior Year _____

13. Claims History:

A. Has any person in your organization been the subject to any past disciplinary or criminal proceedings? Is so, please describe: NO

B. Does any person to be insured have knowledge or information of any act, error or omission which might reasonably be expected to give rise to a claim against them?

Yes No If yes, please provide details.

C. Have any claims or suits been made against any person or organization?

Yes No If yes, please provide details.

D. Have any employees been dismissed within the past 12 months?

Yes No If yes, please describe circumstances and if the dismissal is being challenged. (Attach separate sheet if necessary.)

It is understood that the insurance applied for will be issued on the acceptance of the application by Company. I/We declare based upon my/our knowledge and upon reasonable investigation, the above statements are true and that I/We have not suppressed or misstated any material facts and this application shall be the basis of the contract with Lloyds of London.

Date 1/29/22

Jane Pak
Name of Person Completing Application (Print/Type)



Signature

Executive Director
Title

NOTE: Under Federal Communications Commission regulations, we are required to obtain your written permission before faxing you a proposal, renewal information or applications, or any other such information "advertising the commercial availability" of insurance. By including your fax number(s) on this application, and signing the application, you verify that you are authorized to receive, and consent to receive, such faxes.

Notice to California Customers: License #0B01377, #0G99581 and #0184209, CIMA Companies Insurance Services. License #0G98538 and #0G99581, XS Insurance Services.