



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

PHONE:
(800) 367-2577

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

POLICY DECLARATIONS

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

POLICY NUMBER: ALPS14947- 10

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

APPROVED
By Diane Baer - Risk Management at 4:12 pm, Jan 31, 2022

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

Item 3 – Name of Each Insured Attorney:

Shaw, Michele M.

Item 4 – Policy Period:

Effective Date and Time: 6/2/2021 at 12:01 AM at the address stated in Item 1.
Expiration Date and Time: 6/2/2022 at 12:01 AM at the address stated in Item 1.

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

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

Item 7 – Annual Premium: \$2,679

Item 8 – Endorsements attached at inception of the policy form LPL PREMIER (01-21):

Signature Page WA Amendatory First Dollar Defense Endorsement

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

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

Countersigned by: 
Authorized Representative

Date: June 01, 2021



Named Insured: Law Office of Michele Shaw

Policy No. ALPS14947- 10

Effective Date: 6/2/2021

SIGNATURE PAGE

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

A handwritten signature in cursive script, appearing to read "D. A. Bell".

[David A. Bell, President]

A handwritten signature in cursive script, appearing to read "Bradley D. Dantic".

[Bradley D. Dantic, Secretary]



Named Insured: Law Office of Michele Shaw

Policy No. ALPS14947- 10

Effective Date: 6/2/2021

FIRST DOLLAR DEFENSE ENDORSEMENT

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

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

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

A. DEDUCTIBLE

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



WASHINGTON AMENDATORY ENDORSEMENT

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

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

SECTION 1 - INSURING AGREEMENTS

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

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

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

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

SECTION 6 - GENERAL CONDITIONS

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

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

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

CANCELLATION

1. This **Policy** may be cancelled by the **Named Insured** stated in the **Declarations** either by mailing or delivering written notice to the **Company** stating when the cancellation is to become effective. In the event the **Named Insured** cancels the **Policy**, the **Company** shall be entitled to retain the customary "short rate" portion of the premium. Except as otherwise provided, the **Named Insured** may cancel this **Policy** by notifying the **Company** or the insurance producer in one of the following ways:
 - (a) Written notice by mail, fax, or e-mail.
 - (b) Surrender of the **Policy** or binder; or
 - (c) Verbal notice.

2. Upon receipt of such notice, the **Company** will cancel this **Policy**, or any binder issued as evidence of coverage, effective on the later of the following:

- (a) The date on which notice is received or the **Policy** or binder is surrendered; or
- (b) The date of cancellation required by the **Named Insured**.

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

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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POLICY DECLARATIONS

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM, WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO US BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

INSURING AGREEMENTS 1., 3., 4. AND 5. SET FORTH IN SECTION I OF THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE, AND FIRST REPORTED TO US DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN SECTION VII. AMOUNTS INCURRED AS "CLAIMS EXPENSES" UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

INSURING AGREEMENTS 2., 6., 7., 8., 9. AND 10. SET FORTH IN SECTION I OF THIS POLICY PROVIDE FIRST PARTY COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS AND APPLY ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED AND FIRST REPORTED TO THE UNDERWRITERS DURING THE "POLICY PERIOD".

Policy Number: CYBR14947- 6

Item 1.	Named Insured: Law Office of Michele Shaw	
	Address: 2125 Western Avenue, Suite 330 Seattle, WA 98121	
Item 2.	Policy Period:	
	From: 6/2/2021	
	To: 6/2/2022	
	Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.	
Item 3.	<p>Policy Aggregate Limit of Liability for all Insuring Agreements, but subject to the applicable aggregate sublimits of liability listed below:</p> <p>Applicable Aggregate Sublimit of Liability for Insuring Agreement:</p> <ol style="list-style-type: none"> Information Security and Privacy Liability Regulatory Defense & Penalties Website Media and Content Liability PCI Fines, Expenses and Costs Cyber Extortion First Party Data Protection First Party Network Business Interruption Fraudulent Instruction Electronic Crime <p><i>Note: All sublimits of liability are part of, and not in addition to, the Policy Aggregate Limit of Liability</i></p> <p>Liability Retention Per "Claim", Incident, or Loss for Insuring Agreement:</p> <ol style="list-style-type: none"> Cyber Extortion First Party Data Protection First Party Network Business Interruption Fraudulent Instruction Electronic Crime All other Insuring Agreements 	<p>\$100,000</p> <p>\$100,000</p> <p>\$50,000</p> <p>\$100,000</p> <p>\$5,000</p> <p>\$10,000</p> <p>\$10,000</p> <p>\$10,000</p> <p>\$10,000</p> <p>\$10,000</p> <p>\$10,000</p> <p>\$2,500 each Extortion Threat</p> <p>\$2,500 each Data Protection Loss</p> <p>Greater of \$2,500 or income loss during 12 hour waiting period</p> <p>\$2,500 each Loss</p> <p>\$2,500 each Loss</p> <p>No Retention</p>

	<p>Limit of Liability for Insuring Agreement 2 - Privacy Breach Response Services: “Computer Expert Services”, “Legal Services” and “Public Relations and Crisis Management Expenses”</p> <p>Notified Individuals - “Notification Services”, “Call Center Services” and “Breach Resolution and Mitigation Services”</p> <p>Retention for Insuring Agreement 2 - Privacy Breach Response Services: “Computer Expert Services”, “Legal Services” and “Public Relations and Crisis Management Expenses”:</p> <p>Notified Individuals Threshold:</p>	<p>\$50,000 per Incident and in Aggregate</p> <p>10,000 Individuals in Aggregate</p> <p>\$0 each Incident</p> <p>0 Notified Individuals</p>
Item 4.	Premium: (plus applicable taxes and fees):	\$50.00
Item 5.	Retroactive Date:	6/2/2016
Item 6.	<p>Extended Reporting Period:</p> <p>Premium for Extended Reporting Period:</p> <p>Length of Extended Reporting Period:</p>	<p>100% of the premium for the Policy</p> <p>1 year</p>
Item 7.	<p>Endorsements Effective At Inception for ALPS CYBER (01-18):</p> <ol style="list-style-type: none"> 1. ALPS-END-NUC (01-18) 2. ALPS-END-RAD (01-18) 3. ALPS SIG (01-18) 4. CYBER-END- WA -SAE (01/18) 	

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

Countersigned by: 
Authorized Representative

Date: June 01, 2021



Named Insured: Law Office of Michele Shaw

Policy No. CYBR14947- 6

Effective Date: 6/2/2021

SIGNATURE PAGE

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

A handwritten signature in black ink, appearing to read "D. A. Bell", written over a horizontal line.

[David A. Bell, President]

A handwritten signature in black ink, reading "Bradley D. Dantic", written over a horizontal line.

[Bradley D. Dantic, Secretary]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

This Policy* does not apply:

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

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

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

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

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

"nuclear facility" means:

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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



WASHINGTON AMENDATORY ENDORSEMENT

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

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

SECTION IV. EXCLUSIONS

Paragraph **12.** of Section IV. EXCLUSIONS is deleted in its entirety and replaced with the following:

- 12.** Arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional “security breach”, intentional violation of a “privacy policy”, or intentional or knowing violation of the law, if committed by such insured, or by others if the insured colluded or participated in any such conduct or activity; provided this Policy shall apply to “claims expenses” incurred in defending any such “claim” alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the insured, or written admission by the insured, establishing such conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the “named insured” shall reimburse us for all “claims expenses” incurred defending the “claim” and we shall have no further liability for “claims expenses”. The right to reimbursement of “claims expenses” will only apply to the costs we have incurred after we notify the insured in writing that there may not be coverage and that we are reserving our right to terminate the defense or the payment of “claims expenses” and to seek reimbursement for “claims expenses”.

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

Section XXI - SUBROGATION, is deleted in its entirety and replaced with the following:

XXI - SUBROGATION

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

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

Section XIV – CANCELLATION AND NON-RENEWAL, is deleted in its entirety and replaced with the following:

XIV – CANCELLATION AND NON-RENEWAL

- 1.** This Policy may be cancelled by the “named insured” at any time by surrender thereof to us or by mailing or delivering to us written notice stating when the cancellation shall be effective.

2. Except as otherwise provided, the “named insured” may cancel this Policy by notifying us or the insurance producer in one of the following ways:
 - A. Written notice by mail, fax, or e-mail;
 - B. Surrender of the Policy or binder; or
 - C. Verbal notice.

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

- A. The date on which notice is received or the Policy or binder is surrendered; or
- B. The date of cancellation required by the “named insured”.

If the “named insured” provides verbal notice of cancellation to us, the “named insured must also provide written confirmation of cancellation to us. The effective date of cancellation shall be the date of cancellation verbally requested by the named insured”.

3. This Policy may be cancelled by us by delivering or mailing to the “named insured”, and any other person shown by the Policy to have an interest in any loss which may occur thereunder, at the address shown in the “Policy Declarations”, written notice of cancellation, stating the reason for cancellation at least ten (10) days before the effective date of cancellation for nonpayment of premium and forty-five (45) days before the effective date of cancellation for all other reasons. A copy of the notice shall be provided within five (5) working days to the agent on the account or to the broker of record for the “named insured”. The effective date of cancellation shall become the end of the “policy period”. Delivery of such notice shall be equivalent to mailing. Proof of mailing shall be considered sufficient proof of notice.
4. If the “named insured” cancels this Policy, the earned premium shall be computed in accordance with the customary short rate tables and procedures. If we cancel, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
5. Should we decide to nonrenew this Policy, we shall mail or deliver written notice to the “named insured”, and any other person shown by the Policy to have an interest in any loss which may occur thereunder, at the address shown in the “Policy Declarations” at least forty-five (45) days before the end of the “policy period”. The notice shall include the reason for nonrenewal. A copy of the notice shall be provided within five (5) working days to the agent on the account or to the broker of record for the “named insured”.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.