

Attorneys For Freedom Risk Retention Group, Inc.

Master Policy Form

DECLARATIONS:

INSURER: Attorneys For Freedom Risk Retention Group, Inc.

POLICY NUMBER: 2025-MT-0000001

NAMED INSURED: Attorneys On Retainer Association
3185 South Price Road
Chandler, Arizona 85248

POLICY PERIOD: January 2, 2025 - January 2, 2026 at 12:01 A.M. MST

This Policy will automatically renew for successive one-year periods unless cancelled as set forth herein.

NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

APPLICABLE LIMITS, INCLUDED COVERAGES, PREMIUM:

LIABILITY INDEMNITY LIMITS: \$100,000 Claim / \$2,000,000 Annual Aggregate

| | |
|--|--------------------------|
| Negligent Training: | <i>Coverage Included</i> |
| Negligent Hiring: | <i>Coverage Included</i> |
| Liability for Occurrence Related to Association Training: | <i>Coverage Included</i> |
| Civil Defense: | <i>Coverage Included</i> |
| Criminal Defense: | <i>Coverage Included</i> |
| Experts: | <i>Coverage Included</i> |
| Investigators: | <i>Coverage Included</i> |
| Court Costs: | <i>Coverage Included</i> |
| Victim Coverage: | <i>Coverage Included</i> |
| Expunge Record: | <i>Coverage Included</i> |
| Red Flag Coverage: | <i>Coverage Included</i> |

Retroactive Date: September 1, 2023, as set forth in Additional Insured Endorsements

Premium: See Premium Endorsement

These Declarations, together with the Coverage Forms and any Endorsement(s), complete the above-numbered Policy.

Countersigned by: _____

COMMON POLICY CONDITIONS

All coverage parts of this Policy are subject to these common policy conditions.

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ THE ENTIRE FORM CAREFULLY.

This insurance policy (the “Policy”) is being issued on a master basis to The Attorneys On Retainer Association (the “Named Insured”) and Its “Affiliates” who will obtain certain coverages by endorsement as “Additional Insureds” (the “Named Insured” and each of the “Additional Insureds” are also referred to as an “Insured”). In exchange for payment of premium, this Policy provides coverage in the event an Insured incurs Damages related to a covered Incident as set forth herein. The Policy also provides legal counsel, and the cost, expenses, and fees associated with such legal defense and related loss mitigation in the event of a covered Claim as set forth herein. The Policy provides coverage and amounts of insurance shown in the Declarations. Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words “you” and “your” refer to an Insured. Where relevant, the term “Named Insured” or “Additional Insured” is specified. The words “we,” “us,” and “our” refer to the Insurer shown in the Declarations that is providing this insurance. Various other words and phrases appear in quotation marks and have special meaning and defined where indicated.

Except as expressly set forth in this Policy, only the Named Insured may change or cancel this Policy. Except as expressly set forth in this Policy, your rights and obligations under this Policy may not be assigned or transferred without our prior express written consent, which consent is solely within our discretion.

Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.

LIABILITY

SECTION I: COVERAGE

This Policy provides Liability Coverages as set forth in this Section.

Part A - Liability Coverages

1. Insuring Agreement

- a. Subject to the limits, conditions, and exclusions contained in this Policy, we will pay “Damages” on behalf of an “Insured” resulting from a covered “Claim.”
- b. We will also pay all the “Insured’s” legal expenses, including attorney’s fees, expert witness fees, investigator expenses, other court-related expenses, and other such expenses incurred in loss mitigation, related to any “Incident” to which this insurance applies and as further set forth in **SECTION I – LIABILITY COVERAGES, Part B – Covered Expenses**. Any court-imposed fines or penalties are specifically excluded.
- c. We will have the right and duty to defend the “Insured” against any “Claim” seeking “Damages” and to which this Policy applies. However, we will have no duty to defend the “Insured” against any “Claim” to which this Policy does not apply.
- d. We have designated The Attorneys For Freedom Law Firm (“AFF Law Firm”) to receive and respond to any reports by an “Insured” of any “Incident” or “Claim.” As our designee, AFF Law Firm may, in its sole discretion, investigate any “Incident,” and choose to settle any “Claim,” if requested by and specifically consented to by the “Insured” against which the “Claim” was made, but the amount we will pay under this Policy is limited as described in **SECTION III – EXCLUSIONS AND LIMITS OF INSURANCE**.

No other obligation or liability to pay “Damages,” fees, costs, or any expenses otherwise shall be covered by this Policy unless explicitly provided for in **SECTION I – LIABILITY COVERAGES, Part B - Covered Expenses**.

- e. Coverage under this Policy applies only if:
 - (1) The “Claim” results from an “Incident,” and
 - (2) The “Incident” from which the “Claim” arises takes place wholly in the “Coverage Territory,” and
 - (3) Both the “Incident” happens and the “Claim” is made during the Policy Period, and

(4) Both the “Incident” and “Claim” are timely reported to AFF Law Firm during the Policy Period and Related to paragraph B of **SECTION IV – CLAIMS RIGHTS AND DUTIES**.

- f. Except as provided in **SECTION IV – CLAIMS RIGHTS AND DUTIES**, a “Claim” shall be deemed to have been made when it is received by the “Insured.” A “Claim” is deemed reported to us when AFF Law Firm receives either a telephonic, written, or any other commercially acceptable form of communication giving notice and reporting (“Notice”) to us that an Incident has happened and/or Claim has been made against an Insured. Such Notice may be made either by an Insured or by any person acting on the Insured’s behalf.
- g. We have the sole and exclusive right to assign counsel of our choosing to defend the “Insured” against any “Claim” to which this insurance applies. We hereby irrevocably assign AFF Law Firm as defense counsel for all Claims against an Insured. In the event AFF Law Firm determines it is or may be unable to provide effective legal counsel to or representation of an Insured or requires or desires additional assistance from other legal counsel, AFF Law Firm shall be permitted, in its sole discretion, to engage other legal counsel to assist with the Insured in defending against a “Claim.” If this happens, AFF Law Firm will use commercially reasonable efforts to attempt to engage counsel of the “Insured’s” choice, if such choice is timely provided to AFF Law Firm, but AFF Law Firm shall retain the sole and exclusive right to select such other counsel to be engaged and defend the “Insured.” AFF Law Firm may, in its sole discretion, request to be admitted *pro hac vice* or may manage local counsel without entering an appearance. Under no circumstances will the “Insured” engage counsel other than AFF Law Firm related to a potentially covered “Incident” or “Claim.” At AFF Law Firm’s sole discretion, or if required by law, AFF Law Firm is authorized to engage the services of an independent attorney to act as a Third-Party Administrator to assist AFF Law Firm in processing any “Claim” in which a potential conflict of interest may arise. The cost of the Third-Party Administrator will not erode any coverage limits available under this Policy. If AFF Law Firm engages a Third-Party Administrator, the “Insured” must fully comply with all requests for information and cooperation of the Third-Party Administrator as if the requests were made by us or AFF Law Firm directly. No coverage is afforded under this Policy for a “Claim” or any part of it, unless the “Insured” fully complies with this paragraph.
- h. AFF Law Firm will, in its sole discretion, but with full consultation with the “Insured” regarding choice of any expert, investigator, or other professional consultant, engage experts, investigators and other professional consultants that AFF Law Firm deems appropriate to assist in the investigation and handling of the defense of an “Insured” against a “Claim.” The cost of such experts, investigators, and other professional consultants will not erode the limit of coverage applicable for any particular “Claim.”

- i. The “Insured” maintains the sole discretion regarding whether to appeal any judgment, verdict, or sentence to which this Policy applies. Such election must be made timely and communicated to The AFF Law Firm. We shall be liable for the legal fees, costs, disbursements, and interest incidental thereto. In the event the “Insured” has any other insurer(s) who also has the right to elect to appeal and makes such election, we will share the costs with that other insurer(s).
- j. AFF Law Firm may, at its discretion, investigate any “Incident,” and may settle any “Claim” for “Damages” that may result, at the “Insured’s” express direction and only with the “Insured’s” express consent and up to the applicable limit of coverage set forth in the Declarations of this Policy. But our obligation to perform under this Policy and to pay “Damages” and other covered expenses, as set forth in **SECTION I – LIABILITY COVERAGES, Part B - Covered Expenses**, for a “Claim” and our right and duty to defend the “Insured” against any “Claim” seeking “Damages” ends when all of the following (as applicable) are completed:
 - (1) When the applicable Limit of Liability shown in the Declarations has been exhausted in the payment or settlement of “Damages.” However, by separate contract between The Attorneys On Retainer Association and AFF Law Firm, AFF Law Firm will continue to represent the “Insured” under the same terms, conditions, and restrictions as contained in this Policy without any limit on attorney’s fees until the applicable civil or criminal case is fully resolved including any appeals. This continued defense does not expand, extend, or otherwise modify the coverage provided under this Policy.
 - (2) In the event of a verdict in any civil legal action against an “Insured” to which this insurance applies but only after all appeals are exhausted through the final appeal.
 - (3) In the event there is both a “Law Enforcement Inquiry” and a lawsuit against an “Insured” for a civil legal action arising from the same “Incident,” our obligation to perform under this Policy is not exhausted until both are fully resolved as set forth in this Section.

2. Incidents Specifically Included in Negligent Training Liability Coverage

If an “Incident” occurs and results in a “Claim” that includes the following or substantially similar circumstances, then this Policy will apply to provide civil and criminal defense to the “Insured,” as applicable, and indemnity coverage as set forth in the Insuring Agreement and to which this insurance applies:

- a. A “Claim” is made against an “Insured” alleging that the “Insured” was negligent in providing “Training” and that this negligence resulted in bodily injury to a third party.
- b. A “Claim” is made against an “Insured” alleging that the “Insured” was negligent in selling “Training” and that the “Training” resulted in bodily injury to a third party.

3. Incidents Specifically Included in Negligent Hiring Liability Coverage

If an “Incident” occurs and results in a “Claim” that includes the following or substantially similar circumstances, then this Policy will apply to provide civil and criminal defense, as applicable, and indemnity coverage as set forth in the Insuring Agreement and to which this insurance applies:

- a. If the “Insured” is formed as a corporation, limited liability company, or partnership and an employee of the “Insured” is involved in an “Occurrence Related to Association Training,” and it is alleged that the “Insured” was negligent in hiring, training, or supervising that employee. For purposes of this paragraph, an employee is as defined by local laws.
- b. If the “Insured” is formed as a corporation, limited liability company, or partnership and an independent contractor hired by the “Insured” is involved in an “Occurrence Related to Association Training,” and it is alleged that the “Insured” was negligent in hiring, training, or supervising that independent contractor. For purposes of this paragraph, an independent contractor is not an employee, but either a person or other entity who has a written contract with the “Insured” to provide services for or on behalf of the “Insured” and as defined by local laws.

4. Incidents Specifically Included in Liability for Occurrence Related to Association Training Coverage

If an “Incident” occurs and results in a “Claim” that includes the following or substantially similar circumstances, then the “Insured” will not be denied coverage under this Policy so long as such Claim would otherwise be covered by this Policy:

- a. The “Occurrence Related to Association Training” is ultimately determined to be imperfect self-defense, illegal conduct or a criminal act.
- b. The “Occurrence Related to Association Training” involved a negligent, accidental, or unintentional discharge.
- c. The “Occurrence Related to Association Training” happened while the Insured was impaired by alcohol or any other drug.
- d. The “Occurrence Related to Association Training” involved an illegal weapon.
- e. The “Occurrence Related to Association Training” involved no weapon or a weapon other than a firearm.
- f. The “Occurrence Related to Association Training” happened at a place where firearms were legally prohibited.

- g. The “Occurrence Related to Association Training” involved a person who was in a domestic relationship with the Insured.
- h. The Insured did not possess a concealed carry permit or possessed an expired concealed carry permit.
- i. The “Occurrence Related to Association Training” happened in a vehicle, a public space, or a residence.
- j. The “Occurrence Related to Association Training” happened while the Insured was a prohibited possessor. and/or
- k. The “Occurrence Related to Association Training” was not a threat or use of deadly physical force.

Part B – Covered Expenses

The supplementary payments in this **Part B – Covered Expenses** are in addition to, and will not reduce, the Limits of Insurance shown in the Declarations. All payments made pursuant to this Policy will be made in United States Dollars.

Subject to the terms, conditions, and limitations of this Policy, and except as expressly prohibited by law, we will pay the following with respect to any covered “Claim” to which this insurance applies:

1. Expenses:

- a. All expenses we incur including, but not limited to, expert witness fees, investigator fees, or other legal defense fees needed for effective assistance of counsel as determined in the sole discretion of AFF Law Firm to defend an “Insured” against any “Claim” to which this insurance applies, consisting of both defense of a civil legal action against an “Insured,” a criminal action or proceeding against an “Insured,” and/or a covered “Law Enforcement Inquiry.” However, costs described and contemplated under this paragraph do not include any other party’s attorneys’ fees or attorneys’ expenses taxed or assessed against an “Insured.”
- b. The total cost of up to Fifty Thousand Dollars (\$50,000) toward either a cash-only bond or secured bail bond, if ordered by a court for release of an “Insured” because of an “Incident.” However, the Insured shall remain responsible for any additional cash needed or collateral needed to satisfy any bond requirement. In the event the “Insured” cannot satisfy any additional bond requirements, no amount shall be posted on the Insured’s behalf. In the event that any amount of bond posted by us is returned to the Insured upon exoneration of such bond, that amount shall immediately be returned and remitted to us.

- c. All interest on the full amount of the judgment that accrues after the entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limits of Insurance shown in the Declarations.
 - d. The cost of up to the total of Four Thousand Dollars (\$4,000) for a professional cleaner of AFF Law Firm's selection to clean any biohazardous materials located in either "Insured's" primary residence or vehicle and directly resulting from a covered "Claim."
 - e. The cost of up to One Thousand Five Hundred Dollars (\$1,500) for the Insured's mental health services arising from a covered "Claim." Such mental health services must be provided by a licensed professional such as a licensed counselor, therapist, social worker, or psychologist. The selection of the provider is at the sole discretion of the "Insured."
 - f. Reimbursement to the "Insured" who incurred the expense of up to One Thousand Dollars (\$1,000) for the purchase by the "Insured" of a single replacement "firearm" if one or more "firearms" are confiscated from the "Insured" related to an "Incident" and if the "Insured" does not reasonably expect that the "firearm" will be returned to the "Insured" undamaged within six months after the "Claim" is fully resolved. We will provide reimbursement to the "Insured" upon the "Insured" providing documentation demonstrating the purchase by the "Insured" of a replacement "firearm" of the same model "firearm" that was confiscated and not returned. No reimbursement is provided for modifications to or upgraded parts for any "firearm." Under no circumstances will we pay directly for the purchase of any "firearm." Nor will we provide this reimbursement if the "Insured" is prohibited by state or federal law from owning or possessing a "firearm."
2. We will pay AFF Law Firm and/or local counsel engaged by AFF Law Firm, as applicable, for up to the total of Fifteen Thousand Dollars (\$15,000) in attorney's fees and expenses incurred on behalf of the "Insured" in defending the "Insured" against or challenging any injunction hearing, order of protection, or order prohibiting harassment whether obtained ex-parte or at a contested hearing ("Protective Order") or other such "Red Flag" order issued against such "Insured" which results in the temporarily seizing of any otherwise lawfully possessed firearm by such "Insured" or preventing the otherwise lawful possession or acquisition of any firearm by such "Insured." All alleged conduct leading to the issuance of any "Protective Order" must have entirely occurred during the policy period. This total is inclusive of all fees and expenses incurred both by AFF Law Firm and any local firm that AFF Law Firm determines, in its sole discretion, to engage in defending the "Insured" against such "Protective Order." Under no circumstances will the "Insured" engage counsel other than AFF Law Firm related to a covered Protective Order. Red Flag coverage does not apply to court orders issued in family law court proceedings. No coverage is afforded for defending against a Protective Order unless the "Insured" fully complies with this paragraph.

3. We will pay AFF Law Firm and/or local counsel engaged by AFF Law Firm, as applicable, for up to the total of Five Thousand Dollars (\$5,000) in attorney fees and expenses incurred on behalf of the “Insured” in representing the “Insured” in any petition to clear record, set aside conviction, or expunge any conviction as permitted by relevant state law and resulting from any “Claim.”

SECTION II: WHO IS AN INSURED

1. The Attorneys On Retainer Association is the “Named Insured” for this Policy.
2. Each of the directors, officers, and employees of The Attorneys On Retainer Association the “Named Insured” is also an “Insured,” but only with respect to their duties as directors, officers, and employees of the “Named Insured.”
3. “Affiliates” of The Attorneys On Retainer Association are “Additional Insureds” by endorsement if:
 - a. The Affiliate meets all qualification requirements to join and maintain membership in “good standing,” as that is defined by the “Named Insured.”
 - b. The Affiliate has timely paid all required membership dues and renewal membership dues and is otherwise a member in good standing.
 - c. The Affiliate has signed all required agreements and documents to maintain membership in “good standing” including but not limited to the application with the “Named Insured” and an engagement letter with AFF Law Firm.
 - d. The Affiliate has complied with all requirements of this Policy.
 - e. The Affiliate is added to this Policy by written endorsement as an “Additional Insured.”

SECTION III: EXCLUSIONS AND LIMITS OF INSURANCE

A. Exclusions

This Policy does not apply and provides no Liability Insurance coverage for any “Claim” arising out of any of the following:

1. Non-Insureds

An “Occurrence Related to Association Training” or any other act by anyone other than an “Insured.”

2. Workers’ Compensation

This Policy does not apply to, and provides no insurance for, any “Claim” for “Injury” of an “Employee” of an “Insured” that is covered by workers’ compensation or other similar insurance.

3. Insured vs. Insured

Any “Claim” involving one “Insured” filed or initiated against another “Insured.”

4. Damage To Property

Except as expressly provided in **SECTION I – LIABILITY COVERAGES, Part B – Covered Expenses**, damage to:

- a. Real property owned, rented, or occupied by any “Insured,” including any costs or expenses incurred by the “Insured” or any other person, organization, or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property; or
- b. Real property loaned to an “Insured;” or
- c. Personal property in the care, custody, or control of an “Insured.”

5. Electronic Data

Injury or damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, cloud platforms, hard or flash drives, mobile devices, or any other media which are used with electronically controlled equipment.

6. Civil Lawsuits Filed in Small Claims Courts or Courts of Limited Jurisdiction

This Policy provides no coverage for any civil lawsuit filed in any small claims court or court of limited jurisdiction.

B. Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below set forth the most we will pay regardless of the number of:
 - a. “Insureds;” or
 - b. “Claims” made or lawsuits brought; or

- c. Persons or organizations making “Claims” or bringing civil lawsuits or criminal actions.
2. The Limits as set forth in the Declarations is the most we will pay for the total of “Damages” and, if applicable, fees and expenses provided in **SECTION I – LIABILITY COVERAGES, Part B – Covered Expenses** that any “Insured” becomes legally obligated to pay as the result of a “Claim.”
 3. The most we will pay for a covered “Claim” is a single “Claim” limit, regardless of how many “Insureds” or “Additional Insureds” are involved in the same “Incident”.
 4. Regardless of the number of “Claims” to which this insurance applies, the Annual Aggregate Limit, as set forth in the Declarations, is the most we will pay for the sum of all payments made to or on behalf of all “Insureds” for all “Claims” arising or made in any 12-month period, except for those in **SECTION I – LIABILITY COVERAGES, Part B – Covered Expenses**.

SECTION IV: CLAIMS

A. “Insured’s” Duties in the Event of Incident, Claim, or Law Enforcement Inquiry

1. As a condition precedent to your rights under this Policy, you must notify AFF Law Firm of a “Claim” or an “Incident” that may result in a “Claim” as soon as practicable after an “Incident” has happened or a “Claim” has been made or has been threatened against an “Insured,” but in no event later than thirty (30) days after the end of the Policy Period set forth in the Declarations.
2. Notice should be given to AFF Law Firm by phoning AFF Law Firm’s 24/7/365 Emergency Line:

Attorneys For Freedom Law Firm
24/7/365 Emergency Line:
866-303-3476

3. To the extent possible, notice to AFF Law Firm should include how, when, and where the “Incident” took place, the names and addresses of any injured persons and any witnesses, and the nature and location of any injury or damage or any legal proceeding arising out of the “Incident,” including any anticipated or threatened “law enforcement inquiry.” Notice of an “Incident” is not notice of a “Claim.” For coverage under this Policy, no notice or statements of any type are required to be given to any person or entity other than AFF Law Firm.
4. AFF Law Firm may request copies of photographs or other documents, or information from you. You are required to cooperate with AFF Law Firm’s reasonable requests for information as a condition of this coverage. For coverage under this Policy, no copies

of photographs or other documents, or information of any type is required to be given to any person or entity other than AFF Law Firm.

5. The “Insured” seeking coverage for a “Claim” under this Policy must:
 - a. Immediately send AFF Law Firm copies of any demands, notices, summonses, charges, or legal papers received in connection with the “Claim” or other legal proceeding,
 - b. Authorize AFF Law Firm to obtain records and other information,
 - c. Cooperate with AFF Law Firm in the investigation, defense, or settlement of the “Claim” or other legal proceeding,
 - d. Appear in court for all required court proceedings as directed by AFF Law Firm in any covered Incident, and
 - e. Assist AFF Law Firm upon AFF Law Firm’s request, in the enforcement of any right against any person or organization that may be liable to the “Insured” because of injury or damage to which this insurance may also apply.

B. Claims Decisions

1. We hereby delegate our authority to make all coverage determinations to AFF Law Firm.
2. If you disagree with any denial of coverage as determined by AFF Law Firm, within thirty (30) days, you may appeal by sending to AFF Law Firm, in writing by first-class United States mail with courtesy copy by email:
 - a. A written explanation of your basis for disagreeing with the coverage denial, and
 - b. Copies of all documents and information you believe support that your “Claim” is covered by this Policy.
3. AFF Law Firm’s Mailing Address for appeal of any claim denial is:

Attorneys For Freedom Law Firm
ATTN: Claim Appeal
3185 South Price Road
Chandler, Arizona 85248

With courtesy copy by email to:
Marc@AttorneysForFreedom.com

Upon receipt of an appeal under this Section, AFF Law Firm will review the file for reconsideration of the claim.

4. If within thirty (30) days of the date of the appeal determination the Insured disagrees, the Insured may request a final, binding appeal by sending to AFF Law Firm, in writing by first-class United States mail with courtesy copy by email:
 - a. A written explanation of your basis for disagreeing with the appeal, and
 - b. Copies of all documents and information you believe support that your “Claim” is covered by this Policy.
5. The AFF Law Firm will engage a third-party administrator (TPA) to review the binding appeal file and make a final determination regarding coverage under the Policy. The TPA’s decision will be binding and there will be no further right of appeal.

SECTION V: ADDITIONAL POLICY TERMS AND CONDITIONS

The following terms and conditions apply to this Policy.

A. Premium

1. The “Named Insured” shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums paid.
2. We will compute all premiums for this insurance Related to our rules and rates on an annual basis or more frequently as agreed to by the “Named Insured” and us.
3. Failure to pay the monthly premium on a timely basis will cause coverage to lapse, either in whole or in part for the applicable Additional Insured. A timely payment means that the premium is paid within the billing month.

B. Separation Of Insureds

Except with respect to the limits of insurance and any rights or duties specifically assigned in this Policy to the “Named Insured,” this insurance applies:

1. As if each “Insured” were the only “Insured,” and
2. Separately to each “Insured” against whom a “Claim” is made or suit is brought. This condition will not increase our limit of liability for any one “Claim” or suit.

3. AFF Law Firm will maintain all records pursuant to attorney/client confidentiality rules and in no event will any such information be disclosed to any other person or entity unless pursuant to court order.

C. Transfer of Rights of Recovery Against Others to Us

If any “Insured” has rights to recover all or part of any payment we have made under this Policy and does not object to our recovery, those rights are transferred to us.

D. If We Decide Not to Renew

If we decide not to renew this Policy in its entirety or as to an “Additional Insured,” we will mail by certificate of mailing to the “Named Insured” shown in the Declarations written notice of the nonrenewal not less than One Hundred Eighty (180) days before the expiration date.

E. Cancellation or Termination

1. This Policy may be cancelled by us only for the following reasons:
 - a. Nonpayment of premium.
 - b. Termination of The Attorneys On Retainer Program or The Attorneys On Retainer Association.
 - c. Material misrepresentation of fact which, if known to us, would have caused us not to issue the Policy.
2. This Policy can be amended to remove an Additional Insured Endorsement for an Affiliate for the following reasons:
 - a. Termination of the Affiliate’s membership in The Attorneys On Retainer Association.
 - b. Continued abusive conduct to any member of the AFF Law Firm, in AFF Law Firm’s opinion, after one written warning which may be delivered via email.
 - c. Continued abuse of AFF Law Firm’s 24/7/365 Emergency Hotline, in AFF Law Firm’s opinion, after one written warning which may be delivered via email.
 - d. Continued legal representation of the Insured by AFF Law Firm would violate the applicable Rules of Professional Conduct. However, in the case of a nonwaivable conflict of interest, AFF Law Firm shall designate new unconflicted legal counsel in consultation with the Insured’s preferences and under the same terms, conditions, and limitations as contained in this Policy.

- e. In the event the “Insured” willingly fails to appear in court regarding any covered “Incident,” the “Insured” understands and agrees that the “Insured” has fourteen (14) days from the date of the “Insured’s” failure to appear in court to contact AFF Law Firm to continue representation pursuant to this Policy. The “Insured” understands and agrees that in the event the “Insured” willingly fails to appear in court and fails to contact AFF Law Firm within fourteen (14) days of the “Insured’s” first failure to appear in court, any and all benefits and obligations pursuant to this Policy are terminated and this Policy is canceled.

Any notice of cancellation or amendment will state the precise reason for cancellation or amendment.

3. This Policy shall terminate at the earliest of the following:

- a. Unless renewed, upon expiration of the policy period stated in the Declarations,
- b. The effective date of termination as specified in any prior written or oral communication by the “Named Insured,”
- c. Ten (10) days after the emailing of any notice to the “Named Insured” of written notice of termination from us or from AFF Law Firm,
- d. Ten (10) days after the emailing of any notice to the “Named Insured” providing formal notice of termination from us or from AFF Law Firm if such termination is for failure to pay a premium stated in the Declarations when due, unless such premium is paid within such ten (10) day period, or
- e. At such other time that is longer than the periods indicated above as may be agreed upon in writing by us and the “Named Insured.”

F. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded.

The “Named Insured” shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy’s terms can be amended or waived only by endorsement issued by us and made a part of this Policy. However, no changes shall be retroactive, and any changes must be communicated to the “Insured” in writing to be effective. Email from either us or AFF Law Firm to the “Insured” shall suffice as proper notice pursuant to this section.

G. Conformity to Law

Any terms of this Policy in conflict with the terms of any applicable laws pursuant to which this Policy is construed are hereby amended to conform to such laws.

H. Bankruptcy

Bankruptcy or insolvency of an “Insured” or of the “Insured’s” estate will not relieve us of our obligations under this Policy.

SECTION VI: DEFINITIONS

- A.** “Occurrence Related to Association Training” means, in reasonable accordance with the general requirements of self-defense training, the actual or threatened intentional use of physical force or deadly physical force by the “Insured” to protect any person. For purposes of this coverage, an “Occurrence Related to Association Training” is one where an Insured can, in good faith, reasonably assert the legal defense of self-defense or defense of a third party as a legal justification and absolute defense to any criminal or civil allegations under applicable law.
- B.** “Affiliate” means a member in good standing of The Attorneys On Retainer Association. An “Affiliate” is an “Additional Insured” by endorsement.
- C.** A “Claim” means any of the following:
1. A demand by a third party to an “Insured” seeking monetary or other compensation against an “Insured” in such form including, but not limited to, a legal action, written demand, or other method, seeking “Damages” resulting from an “Incident.”
 2. A “Law Enforcement Inquiry” resulting from an “Incident.”
 3. The initiation of a civil lawsuit against an “Insured” or named “Insured” as a defendant where such initiation of a civil lawsuit results from an “Incident.”
 4. The initiation of or any reasonable threat or concern of any criminal proceeding against an “Insured” where such criminal proceeding results from an “Incident.”
- D.** “Conviction” means the final non-appealable entry by a court of an adjudication, judgment, order, or ruling finding a party guilty of a crime where the legal defense of self-defense or defense of a 3rd party was applicable and asserted.
- E.** “Coverage Territory” means the United States of America, including the District of Columbia.
- F.** “Damages” means the monetary or other compensation that an “Insured” becomes legally obligated to pay as a result of a judgment, adjudication, or settlement of a legal action that arose from a “Claim.” “Damages” shall include pre-judgment and post-judgment interest. “Damages” shall not include any amount deemed uninsurable under any law pursuant to which this Policy is construed. Unless required by controlling law, “Damages” shall not include fines, judicial sanctions, penalties, punitive and/or exemplary damages, or multiples of “Damages.”

- G.** “Firearm” means a portable gun, including a pistol, shotgun or other handgun, or a rifle.
- H.** “Incident” means an Insured’s “Occurrence Related to Association Training” that either results in a civil or criminal charge or case against an “Insured” or results in an “Insured,” as a result of contact with law enforcement or expected contact with law enforcement, being reasonably concerned about a civil or criminal charge or case being brought or instituted against such “Insured.”
- I.** “Law Enforcement Inquiry” means any contact between any law enforcement officer and an “Insured” resulting from an “Incident” provided that the “Insured” can, in good faith, reasonably assert the legal defense of self-defense or defense of a third party as a legal justification and absolute defense to any such allegations under applicable law.
- J.** “Retroactive Date” is the date set forth shown in the Declarations or an Endorsement.
- K.** “Training” means an educational program related to self-defense or to safe and legal firearms ownership and use. “Training” includes training regarding safe handling and storage of firearms, practical training regarding loading and firing firearms, and training regarding legal rights and duties regarding firearms.
- L.** “Victim Coverage” means legal representation in court of an “Insured” who was involved in an “Incident” to assert the “Insured’s” legal rights as a victim where a 3rd Party is charged with a criminal offense resulting from the same “Incident.” Coverage includes only Attorney’s Fees for legal representation in court and does not include any restitution or other form of compensation owed to the “Insured” as a result of the “Incident.”

PREMIUM ENDORSEMENT

In return for the payment of the Premium set forth in this endorsement, and subject to the terms of the Policy, we will provide you with the insurance stated in this Policy.

1. Premium is earned monthly, beginning on the effective date of the Policy and at the renewal date for each subsequent annual policy term, as applicable.
2. For each Additional Insured by endorsement, Premium for that Additional Insured is earned monthly, beginning upon inception of the endorsement and at the renewal date for each subsequent annual policy term, as applicable.
3. This Policy is auditable. No less than once annually, the “Named Insured” will reconcile the required Premium for each “Additional Insured” and promptly remit the applicable premium payment to us.
4. The following Premiums apply to the respective annual coverages:

| <u>COVERAGE</u> | <u>PREMIUM</u> |
|---------------------------------|-----------------------|
| Liability: | \$ |
| Retroactive Liability Coverage: | \$ |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AFFILIATE OF THE
ATTORNEYS ON RETAINER ASSOCIATION**

This endorsement modifies the insurance provided under the following:

LIABILITY COVERAGE

SCHEDULE

Affiliate Number: [20XX-YY-ZZZZZZZ]

Endorsement Effective Date: [DATE]

Retroactive Date: [DATE]

- A. The term of this Endorsement is one year, starting on the date the Affiliate became a member of The Attorneys On Retainer Association. This Endorsement and the coverage provided under it will automatically renew for successive one-year terms so long as the Affiliate maintains the membership with the “Named Insured” in “good standing” as defined by the “Named Insured” and as further set forth in the Policy.
- B. The “Additional Insured” shall promptly notify AFF Law Firm of any change of contact information or address.
- C. The coverage afforded to such “Additional Insured” under the Policy:
1. Applies only to the extent permitted by law,
 2. Will not be broader than that which is afforded to the “Named Insured” under the Policy, and
 3. Applies only to the extent that any “Incident” for which the “Additional Insured” seeks coverage under the Policy did not occur prior to the applicable Effective Date or Retroactive Date shown in the Declarations of the Policy, and
 4. Does not apply to any “Incident” that occurred in whole or in part prior to the Effective Date of this Endorsement.

All other terms and conditions of the Policy remain unchanged.