



DECLARATIONS

ASPEN SPECIALTY INSURANCE COMPANY

A Stock Company, hereinafter called the company.

Policy Number: LCP000001-16

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

ITEM 1. NAMED INSURED - NAME AND ADDRESS:

Test Tester
123 Test
Test, AK 55555

ITEM 2. DATE OF SERVICE OF SUIT

Not Yet Served

ITEM 3. LIMITS OF INSURANCE:

“Limits of Insurance” are: \$1,234

ITEM 4. FORMS:

Forms made a part of this Policy at time of issue: Litigation Cost Protection Policy – ASPLCP002 0116

ITEM 5. NOTICE OF CLAIM:

In the event of a Claim, notice should be sent to:


Aspen Specialty Insurance Management Co.
590 Madison Avenue, 7th Floor
New York, NY 10022
Attention: Financial Liability Claims Department
E-mail: ProfessionalLiabilityClaims@aspen-insurance.com

This Declarations page, together with the “Application” for this Policy, the attached Policy form and all Endorsements thereto, shall constitute the contract between the company and the Named Insured. The Policy is valid only if signed below by a duly authorized representative of the company.

In witness whereof, the company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the company.

June 10, 2016

Date



Authorized Representative

Litigation Cost Protection™ Policy

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION II – DEFINITIONS**. Throughout this Policy the words “you” and “your” refer to the Named Insured identified in the Declarations. The words “company,” “we,” “us” and “our” refer to the company providing this insurance.

SECTION I – COVERAGE

1. Insuring Agreement

We will reimburse the Named Insured for “Litigation Costs” it pays from the date the attorney is retained until the conclusion of the “Lawsuit,” up to the “Limits of Insurance,” in the event of a final and non-appealable “Adverse Judgment” in an action filed by the Named Insured for money damages.

2. Appeals

- a.** If an “Adverse Judgment” is not appealed by any party after the taking of an appeal is time-barred, then following our receipt of a Notice of Claim, we will pay the “Litigation Costs” up to the “Limits of Insurance” pursuant to the terms of this Policy.
- b.** If you appeal any “Adverse Judgment” and the appeal is unsuccessful, this Policy will remain in effect and we will cover “Litigation Costs” up to the “Limits of Insurance” associated with said unsuccessful appeal.
- c.** In the event the “Opposing Party” successfully appeals a judgment entered in your favor, coverage under this Policy will continue and we will pay “Litigation Costs” up to the “Limits of Insurance,” including any retrial of the “Lawsuit,” upon remand by the appellate court if the “Lawsuit” concludes with an “Adverse Judgment.”

SECTION II – DEFINITIONS

- 1.** “Adverse Judgment” means a final judgment or verdict in the “Lawsuit” following a trial or retrial required by an appellate court, or any final decision entered by an appellate court following a lower court trial on the merits, under which the Plaintiff recovers or is awarded ZERO DOLLARS (\$0.00).

2. "Application" means all signed applications for this Policy, including any attachments and other materials submitted in conjunction with the signed applications.
3. "Lawsuit" means the lawsuit, including any amendments, identified in the Declarations.
4. "Litigation Costs" means only those monetary amounts paid by you and not otherwise reimbursed to prosecute the "Lawsuit." "Litigation Costs" shall not include Attorney's fees; general overhead and/or office expenses; an opposing party's costs or attorneys' fees as may be awarded by the Court; or the premium paid for this Policy.
5. "Mediation" means a non-binding process in which a neutral panel or individual assists the parties in reaching settlement. To be considered "Mediation" under this Policy, the process must be of a kind set forth in the Commercial Mediation Rules of the American Arbitration Association. The company, however, at its sole option, may recognize any Mediation process or forum presented for approval.
6. "Opposing Party" means a person or entity that has been sued by the Named Insured in the "Lawsuit" and/or any other party named as a Defendant by any other party to the "Lawsuit."
7. "Related Parties" means the Named Insured or any employee of the Named Insured; any entity in which any Named Insured employee or other Related Party has or had any ownership interest or controlling interest or held a director or officer position; the spouse, civil partner, parent, sibling grandparent, child or grandchild of any Named Insured or Named Insured employee.

SECTION III – EXCLUSIONS

This insurance does not apply to any "Lawsuit:"

1. That is settled or otherwise disposed of voluntarily or involuntarily.
2. In which the Named Insured and the "Opposing Party" are "Related Parties."
3. In which any of the attorneys representing the Plaintiff or a Plaintiff have been found in violation of Federal Rule of Civil Procedure 11 or its state court equivalent.

4. In which the state's sovereign immunity statute applies to any Defendant.
5. In which the Defendant is a state, city, county, government agency, tribe, or the United States of America.

SECTION IV – WHO IS A NAMED INSURED

You are a Named Insured if you are designated in the Declarations as such.

SECTION V – LIMITS OF INSURANCE

1. We will pay covered "Litigation Costs" up to the "Limits of Insurance" identified in the Declarations.
2. In the case of a "Lawsuit" involving more than one "Opposing Party" the "Limits of Insurance" shall be (i) reduced by the settlement amount reached with an "Opposing Party(ies)" or (ii) exhausted entirely if the amount of any such settlement(s), singly or in the aggregate, exceeds the amount of the "Limits of Insurance."

SECTION VI – NOTICE OF CLAIM

For coverage to be provided a written Notice of Claim must be received by us within forty-five (45) days following the date an "Adverse Judgment." This Notice of Claim shall be accompanied by: (i) a certified copy of the "Adverse Judgment;" (ii) a detailed, line-item listing of all such "Litigation Costs," and invoices evidencing the same; and (iii) proof of payment.

Notice shall be forwarded to Aspen Specialty Insurance Management Co. at 590 Madison Avenue, 7th Floor, NY, NY 10022, Attention: Professional Liability Claims Department, with reference to the Policy number identified in the Declarations. (All other notices under this Policy shall be given to the same addressee but to the attention of the Professional Liability Department) or at ProfessionalLiabilityclaims@aspen-insurance.com.

SECTION VII – CONDITIONS

1. Premium Fully Earned

The premium for this Policy is fully earned upon the Policy's inception date

and is not refundable, in whole or in part, for any reason including, without limitation, termination of coverage.

2. Alteration and Assignment

No change in, modification of, or assignment of, interest under this Policy shall be effective, except when made by written endorsement signed by an authorized representative of the company.

3. Mediation

If the Named Insured and the company dispute whether this Policy provides coverage for a Claim, the Named Insured agrees that the parties will meet with a qualified mediator in a good faith effort to negotiate a resolution of the dispute prior to the initiation of any legal proceeding. The mediation will continue until the dispute is resolved, or until the mediator notifies the parties it is unlikely that the dispute will be resolved through mediation, or until any party elects to end the mediation after a minimum of thirty (30) days after the first mediation session.

4. Transfer of Rights of Recovery

If the Named Insured has rights to recover all or any part of any payment we have made under the Policy for "Litigation Costs," those right shall be transferred to us. The Named Insured must do nothing to impair these rights and must help us enforce them. Any recovery shall be applied first to reimburse us for any payment we have made under the Policy.

IN WITNESS WHEREOF the company has caused this Policy to be signed by its President, Secretary and a duly authorized representative.