




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 6

 List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 696627


Procurement Type: Central Master Agreement

Vendor ID: VS0000016805 

Legal Name: LAW OFFICE OF MARK W CARBONE PROFESSIONAL LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/14/2020 

Response Time: 10:15

SO Doc Code: CRFQ

SO Dept: 0402

SO Doc ID: EDD200000009

Published Date: 3/19/20

Close Date: 4/14/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum  
DUE PROCESS HEARING OFFICERS   


Total of Header Attachments: 6

Total of All Attachments: 6



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 696627

Solicitation Description : Addendum

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-04-14 13:30:00	SR 0402 ESR04122000000005895	1

**VENDOR**

VS0000016805

LAW OFFICE OF MARK W CARBONE PROFESSIONAL LLC

**Solicitation Number:** CRFQ 0402 EDD2000000009

**Total Bid :** \$0.00

**Response Date:** 2020-04-14

**Response Time:** 10:15:47

**Comments:** Thank you for this opportunity. I have attached a current resume, however I would like to point out that I have been a Hearing Examiner for the West Virginia Offices of the Insurance Commissioner and has served as an Arbitrator. I am also familiar with West Virginia Education Law. I gained this knowledge through my representation of various school employees through mediation and arbitration.

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
(304) 558-2306  
joseph.e.hageriii@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	DUE PROCESS HEARING OFFICER FOR IDEA DISPUTE	0.00000	HOUR	\$135.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
80122001			

**Extended Description :** DUE PROCESS HEARING OFFICER FOR IDEA DISPUTE RESOLUTION.  
 THE HOURLY RATE OF THE SERVICES ARE INCLUSIVE OF ALL PREPARATION AND MATERIALS, HEARING AND DECISION WRITING.

# LICENSE

2019 - 2020

# 1289898

City of Charleston, West Virginia

MUST BE POSTED IN A CONSPICUOUS PLACE

Date Issued: July 09, 2019

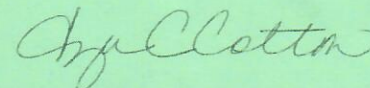
Valid Through: June 30, 2020

Name/Address:

LAW OFFICE OF MARK W CARBONE  
115 ROANE STREET  
CHARLESTON, WV 25302

Classifications Licensed:

0 - General; Business



Tonya C. Cotton  
City Collector

This license is not authentic unless pre-validated by machine

NOT TRANSFERABLE

1289898-29737

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**LAW OFFICE OF MARK W. CARBONE PROFESSIONAL L.L.C.  
123 ROANE ST  
CHARLESTON, WV 25302-2333**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 2362-5924**

This certificate is issued on: **08/06/2018**

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

**MARK W. CARBONE**  
25 Quarry Ridge Road  
Charleston, West Virginia 25304  
304-346-6939 (home)  
304-552-3585 (work)

**EMPLOYMENT**

**Law Office of Mark W. Carbone P.L.L.C.**, Charleston, W.V. - Owner/Manager  
April 2018 to present

Represented West Virginia Carpenters and International Brotherhood of Electrical Workers in mediation, arbitrations. Practiced employment law for individuals and litigated personal injury matters. Continued to serve as a Hearing the West Virginia Offices of the Insurance Commissioner. Served as an arbitrator for various issues raised by conflicts between the City of Huntington and Unions representing its employees..

**Carbone & Blaydes, P.L.L.C.**, Charleston, W.V. - Managing Partner  
March, 2006 to April 2018

Represented various Labor Unions including the American Federation of Teachers, West Virginia Carpenters and International Brotherhood of Electrical Workers, in mediation, arbitration and collective bargaining negotiations. Practiced employment law for individuals and litigated personal injury matters. Served as Hearing Examiner for the West Virginia Insurance Commissioner and the West Virginia Division of Labor. Appointed Special Assistant Attorney General for the West Virginia Investment Management Board.

**Donnelly, Carbone and Blaydes, P.L.L.C.**, Charleston, W.V.  
Partner: January 2003 to March 2006

Represented various Labor unions in mediation, arbitration, and collective bargaining agreement negotiations. Practiced employment law for individuals and litigated personal injury matters.

**Donnelly & Carbone, P.L.L.C.**, Charleston, W.V.  
*Partner:* April 1998 to January 2003

Represented various Labor unions in mediation, arbitration, and collective bargaining agreements negotiations. Practiced employment law for individuals and litigated personal injury matters

**Hostler & Donnelly**, Charleston, W.V.

*Associate:* November 1996 to April 1998

Practiced personal injury with an emphasis on medical malpractice

**Jacobson, Maynard, Tuschman and Kalur**

*Associate:* July 1994 to November 1996

Medical Malpractice Defense

**Smith, Heenan and Althen**

*Associate:* June 1993 to July 1994

*General Assistant:* June 1990 to June 1993

Specialized primarily in Labor Law engaging in collective bargaining agreement negotiations.

**EDUCATION**

**University of Notre Dame:**

Bachelor in Business Administration, 1978

**West Virginia University College of Law:**

Doctor of Jurisprudence, 1993

**BAR MEMBERSHIPS**

**West Virginia State Bar**

**Federal District Court Southern District**

**Federal District Court Northern District**

**Fourth Circuit Court of Appeals**





RENEWAL DECLARATIONS PAGE EFFECTIVE 02/13/2020
This supersedes any previous DECLARATIONS PAGE bearing
the same policy number for this policy period.

1 Park Circle, P.O. Box 5001
Westfield Center, OH 44251-5001
www.westfieldinsurance.com

Table with columns: POLICY NUMBER, POLICY PERIOD FROM, POLICY PERIOD TO, COMPANY PROVIDING COVERAGE, AGENCY, P. Row 1: WNE 9004027, 02/13/20, 02/13/21, American Select Insurance Company, 1607340, 000

Table with columns: NAMED INSURED AND ADDRESS, AGENCY. Row 1: Ellen S Cappellanti, Mark W Carbone, 25 Quarry Rd, Charleston WV 25304-1052; Mcgriff Ins Client Center, Telephone 800-416-0626, 7701 Airport Center Dr # 1800, Greensboro NC 27409-9047

Personal Auto Insurance Is Provided Only Where A Premium Or "Incl" Is Shown For The Coverage

Table with columns: Coverage, Limits of Liability, Unit, Premium. Includes \$100 Roadside Assistance, Wespac Estate Auto Package Coverages (Death Benefit, Extended Non-Owned Liability, etc.), and Total Premium By Unit: 810

Total Premium By Unit 810

Credits/Discounts

- Multi-Car Discount Applies To Unit 01, 02, 03, 04
30% Passive Restraint Discount Applies To Unit 01, 02, 03, 04
15% Anti-Theft Device Discount Applies To Unit 01, 02, 03, 04
5% Anti-Lock Braking System Discount Applies To Unit 01, 02, 03, 04
Group Discount Applies To Unit 01, 02, 03, 04 For Bb&t Bank Customers

Other Adjustments

Minor Violation Surcharge Of 10.000% Applies To Units 002 And 003

Table with columns: STATE SURCHARGE, Unit, Premium. Rows: Unit 001 \$4.08, Unit 002 \$5.36, Unit 003 \$5.70, Unit 004 \$4.46

Total Vehicle Premium \$3,582.60

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RENEWAL DECLARATIONS PAGE EFFECTIVE 02/13/2020

This supersedes any previous DECLARATIONS PAGE bearing the same policy number for this policy period.

1 Park Circle, P.O. Box 5001  
Westfield Center, OH 44251-5001  
www.westfieldinsurance.com

\*0000COWNE9004027167340177\*

POLICY NUMBER	POLICY PERIOD FROM TO		COMPANY PROVIDING COVERAGE	AGENCY	P
WNE 9004027	02/13/20	02/13/21	American Select Insurance Company	1607340	000

NAMED INSURED AND ADDRESS	AGENCY
Ellen S Cappellanti Mark W Carbone 25 Quarry Rdg Charleston WV 25304-1052	Mcgriff Ins Client Center Telephone 800-416-0626 7701 Airport Center Dr # 1800 Greensboro NC 27409-9047

Applicable Forms

WE5047 11/19\* HO2007 05/19\* HO2025 09/15 HO0496 08/05 WE0461 05/18

Form #--Date--Units  
 WE5047 11/19 001, 002, 003, 004  
 Form #--Date--Units  
 PA1469 11/18 001, 002, 003, 004

Form #--Date--Units  
 PA0453 11/18 001, 002, 003, 004  
 Form #--Date--Units  
 PA0319 01/04 003

Additional Interests

Mortgagee  
 Branch Banking & Trust Company  
 Isaoa  
 PO Box 7933  
 Springfield OH 45501-7933  
 Ln#6924174240

Mortgagee  
 Branch Banking & Trust Company  
 Isaoa  
 PO Box 200047  
 Kennesaw GA 30156-9246  
 Ln#9071308313-9001

Loss Payee For Unit #002  
 Huntington National Bank  
 2361 Morse Rd  
 Columbus OH 43229-5856

Loss Payee For Unit #003  
 Volvo Car Fianacial Services  
 PO Box 91300  
 Mobile AL 36691-1300

Additional Insured-Lessor &  
 Loss Payee For Unit #003  
 Volvo Car Financial Services  
 PO Box 91300  
 Mobile AL 36691-1300

00003489P00000634300P15000000000P000

MCGRUFF INS CLIENT CENTER 01/07/20  
 -----  
 Authorized Representative Date

In Witness Whereof, This Company Has Caused This Policy To Be Signed By Its President And Secretary And Countersigned By A Duly Authorized Representative Of The Company If Required By Law.

Frank A Carrino Secretary

Edward J. Rugg III President



SCHEDULE PAGE

Renewal of Policy WNE 9004027

RENEWAL DECLARATIONS PAGE EFFECTIVE 02/13/2020

This supersedes any previous DECLARATIONS PAGE bearing the same policy number for this policy period.

1 Park Circle, P.O. Box 5001  
Westfield Center, OH 44251-5001  
www.westfieldinsurance.com

POLICY NUMBER	POLICY PERIOD FROM TO		COMPANY PROVIDING COVERAGE	AGENCY	P
WNE 9004027	02/13/20	02/13/21	American Select Insurance Company	1607340	000

NAMED INSURED AND ADDRESS	AGENCY
Ellen S Cappellanti Mark W Carbone 25 Quarry Rdg Charleston WV 25304-1052	Mcgriff Ins Client Center Telephone 800-416-0626 7701 Airport Center Dr # 1800 Greensboro NC 27409-9047

SCHEDULE OF ADDITIONAL COVERAGES

**Additional Residence Occupied by Insured (Coverages E&F only)**

Number of families is 1.  
155 Bensland Rd  
Davis WV 26260

**BACK-UP OF SEWERS OR DRAIN**

Total limit of liability is \$100,000.

**Inland Marine Jewelry**

- 001 14 Kt Yg Lad Semi-Mount W/Baguette & Rnd Diam 1 Ct H  
Amount of insurance is \$20,627  
No deductible applies
  - 002 One Pair Diamond Earrings  
Amount of insurance is \$17,167  
No deductible applies
  - 003 Ldy's 18K Yg Cyrna Wrist Watch  
Amount of insurance is \$9,647  
No deductible applies
- Total amount of insurance is \$47,441

\*0000C0WNE9004027167340178\*





**PERSONAL UMBRELLA POLICY  
DECLARATIONS PAGE**

1 Park Circle, P.O. Box 5001  
Westfield Center, OH 44251-5001  
www.westfieldinsurance.com

**RENEWAL OF POLICY UXP 9004103**  
RENEWAL DECLARATION EFFECTIVE 02/13/20  
SUPERSEDES ANY PREVIOUS DECLARATION BEARING  
THE SAME POLICY NUMBER FOR THIS POLICY PERIOD

POLICY NUMBER	POLICY PERIOD		COMPANY PROVIDING COVERAGE	AGENCY	P
	FROM	TO			
UXP 9004103	02/13/20	02/13/21	WESTFIELD INSURANCE COMPANY	1607340	000
NAMED INSURED AND ADDRESS				AGENCY	
ELLEN S CAPPELLANTI MARK W CARBONE 25 QUARRY RDG CHARLESTON WV 25304-1052				MCGRIF INS CLIENT CENTER TELEPHONE 800-416-0626 7701 AIRPORT CENTER DR # 1800 GREENSBORO NC 27409-9047	

THIS IS NOT A BILL  
DO NOT PAY AMOUNT SHOWN  
YOU WILL RECEIVE A SEPARATE MONTHLY BILL

WIC ACCOUNT NO. 1670020972  
ANNUAL PREMIUM \$1,079.91

THE POLICY PERIOD BEGINS AND ENDS AT 12:01 AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

STATE OF PRIMARY INSURANCE: WEST VIRGINIA

ITEM 1. LIMIT OF INSURANCE \$5,000,000 EACH OCCURRENCE  
ITEM 2. SELF INSURED RETENTION \$0 EACH OCCURRENCE

ITEM 3. SCHEDULE OF PRIMARY INSURANCE

DESCRIPTION OF COVERAGE	INSURER	POLICY NUMBER	LIMITS OF LIABILITY
PERSONAL LIABILITY	AMERICAN SELECT INSURA	WNE 9004027	\$500,000 EA OCC
AUTO LIABILITY	AMERICAN SELECT INSURA	WNE 9004027	\$500,000 EA ACC

ITEM 4. UNINSURED (UNDERINSURED) MOTORISTS LIMIT OF INSURANCE \$1,000,000 EACH ACCIDENT

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:  
DL9801 0115 , DL9856 1118 , DL9841 0209 , DL9827 1006 .

PERSONAL UMBRELLA ANNUAL PREMIUM \$1,074.00

MULTIPLE POLICY DISCOUNT: 10% APPLIES

STATE SURCHARGE \$5.91  
TOTAL ANNUAL PREMIUM \$1,079.91

RATING INFORMATION  
INITIAL VEHICLE  
3 ADDITIONAL VEHICLES  
UNINSURED (UNDERINSURED) MOTORISTS  
INITIAL RESIDENCE  
1 ADDITIONAL RESIDENCE  
MINIMUM PREMIUM

CONTINUED ON NEXT PAGE

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PERSONAL UMBRELLA POLICY  
DECLARATIONS PAGE

1 Park Circle, P.O. Box 5001  
Westfield Center, OH 44251-5001  
www.westfieldinsurance.com

RENEWAL OF POLICY UXP 9004103  
EFFECTIVE 02/13/20  
RENEWAL DECLARATION  
SUPERSEDES ANY PREVIOUS DECLARATION BEARING  
THE SAME POLICY NUMBER FOR THIS POLICY PERIOD

POLICY NUMBER	POLICY PERIOD		COMPANY PROVIDING COVERAGE	AGENCY	P
	FROM	TO			
UXP 9004103	02/13/20	02/13/21	WESTFIELD INSURANCE COMPANY	1607340	000
NAMED INSURED AND ADDRESS			AGENCY		
ELLEN S CAPPELLANTI MARK W CARBONE 25 QUARRY RDG CHARLESTON WV 25304-1052			MCGRIF INS CLIENT CENTER TELEPHONE 800-416-0626 7701 AIRPORT CENTER DR # 1800 GREENSBORO NC 27409-9047		

MCGRIF INS CLIENT CENTER 01/07/20  
-----  
AUTHORIZED REPRESENTATIVE DATE

IN WITNESS WHEREOF, THIS COMPANY HAS CAUSED THIS POLICY TO BE SIGNED BY ITS  
PRESIDENT AND SECRETARY AND COUNTERSIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF  
THE COMPANY IF REQUIRED BY LAW.

*Frank A. Carrino* Secretary

*Edward J. August III* President

\*500006UXP9004103167340513\*





## PREMIUM FINANCE NOTICE

May 30, 2019

The Law Office of Mark W. Carbone PLLC  
115 Roane St.  
Charleston, WV 25302

### Re: Premium Finance Agreement with Automatic Payments

Dear Mr. Carbone:

Thank you for choosing ALPS as your professional liability insurer. We are excited to have you as a member of the ALPS Family and look forward to serving your insurance needs for many years to come.

This letter confirms that we have received the required down payment of \$1,429.00 and policy number **ALPS23249- 1** has been issued and is enclosed within this packet for your files. The remaining balance of your policy is financed under the following terms:

**Automatic payments will be deducted from your account on file.**

Total Premium	\$ 4,083.00
Down Payment	\$ 1,429.00
Amount Financed	\$ 2,654.00
Annual Percentage Rate	0.00%
Amount of Monthly Payment	\$ 884.67
Length of Contract	3 month(s)
First Monthly Payment Due Date	7/15/2019
Final Payment Due Date	9/15/2019

ALPS produces monthly billing notices 20 days in advance of the payment due date. Payments must be received no later than the due date noted on the monthly billing notice or policy cancellation procedures will be initiated shortly thereafter. There is no grace period under this financing arrangement. ALPS reserves the right to terminate this financing arrangement and require that all amounts outstanding are due immediately should payments become habitually in arrears. Three or more late payments during a financing contract are considered habitually in arrears.

ALPS offers many payment options for your convenience including: check, credit card, and Automated Clearing House (ACH) Debit. For additional information or if you have any questions concerning your new premium finance account, please contact me at 406-728-3113 or [mnordhagen@alpsnet.com](mailto:mnordhagen@alpsnet.com).

Sincerely,

Mary Nordhagen



**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: ALPS23249- 1

Item 1 – Named Insured: The Law Office of Mark W. Carbone PLLC  
Address: 115 Roane St.  
Charleston, WV 25302

Item 2 – Retroactive Coverage Date: 9/10/1993

Item 3 – Name of Each Insured Attorney:  
Carbone, Mark Wesl

Item 4 – Policy Period:  
Effective Date and Time: 6/1/2019 at 12:01 AM at the address stated in Item 1.  
Expiration Date and Time: 6/1/2020 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: \$5,000 Each Claim\*

Item 7 – Annual Premium: \$3,963

Item 8 – Endorsements attached at inception of the policy form LPL PREFERRED (01-18):

Signature Page WV Amendatory Prior Acts Coverage 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: May 30, 2019



Named Insured: The Law Office of Mark W. Carbone PLLC

Policy No. ALPS23249- 1

Effective Date: 6/1/2019

**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 "DA 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]





Named Insured: The Law Office of Mark W. Carbone PLLC

Policy No. ALPS23249- 1

Effective Date: 6/1/2019

**PRIOR ACTS COVERAGE ENDORSEMENT**

THIS PRIOR ACTS COVERAGE ENDORSEMENT APPLIES ONLY IF A **CLAIM** ARISES FROM A **WRONGFUL ACT** BY AN **ATTORNEY** IDENTIFIED IN THIS PRIOR ACTS COVERAGE ENDORSEMENT.

In consideration of the premium paid, it is understood and agreed that the **Policy** is amended as follows, but only if a **Claim** arises from a **Wrongful Act** by an **Attorney** identified in this Prior Acts Coverage Endorsement:

**SECTION 1 – INSURING AGREEMENTS**

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

1. The **Claim** arises from a **Wrongful Act** that occurred on or after the later date of: (i) the **Retroactive Coverage Date** set forth in Item 2 of the **Declarations**, or (ii) the respective **Prior Acts Coverage Date** for each respective **Attorney** identified below if the **Claim** arises from a **Wrongful Act** by any such **Attorney**:

Name of <b>Attorney</b>	<b>Attorney's Prior Acts Coverage Date</b>
Carbone, Mark West	9/10/1993

**SECTION 2 -- DEFINITIONS**

The introductory paragraph of the definition of the term "**Insured**" set forth in Section 2 of the **Policy** is deleted in its entirety and replaced to read in its entirety as follows:

**Insured** means the **Named Insured** listed in Item 1 of the **Declarations** and each of the following:

The introductory paragraph of the definition of the term "**Professional Services**" set forth in Section 2 of the **Policy** is deleted in its entirety and replaced to read in its entirety as follows:

**Professional Services** means services or activities performed or rendered solely to others as:

If a **Claim** arises from a **Wrongful Act** by an **Attorney** *not* identified in this Prior Acts Coverage Endorsement, then Section 1.A.1. of the **Policy**, and the definitions of the terms **Insured** and **Professional Services** set forth in Section 2 of the **Policy**, shall not be amended by this Prior Acts Coverage Endorsement in any respect and shall remain unchanged.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



**WEST VIRGINIA 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 5 - EXTENDED REPORTING PERIOD**

Section D.5 of policy form ALPS-LPL-BASIC (01-18), Section K.5 of policy form ALPS-LPL-PREMIER (01-18), and Section K.5 of policy form ALPS-LPL-PREFERRED (01-18), are deleted in their entirety and replaced to read in their entirety as follows:

5. No **Extended Reporting Period Endorsement** under this section, nor any continuation thereof, shall be available to the **Named Insured**, and if issued shall be deemed automatically canceled, where:
  - (a) The **Company** cancels or rescinds this **Policy** or any other policy for misrepresentation in any application or other submission to the **Company**;
  - (b) Any **Insured** fails to comply with the terms and conditions of this **Policy** or any other policy, including any **Extended Reporting Period Endorsement** or any other endorsements; or
  - (c) Any **Insured's** license or right to practice law has been revoked, suspended by or surrendered at the request of any regulatory authority.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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

PHONE:  
(800) 367-2577

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

EMPLOYMENT PRACTICES LIABILITY INSURANCE  
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 THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE UNDER THE POLICY WITH YOUR INSURANCE ADVISOR.

POLICY NUMBER: EPLI23249- 1

Item 1. NAMED INSURED: The Law Office of Mark W. Carbone PLLC

Individual    Partnership    Corporation    Association    Other

Item 2. POLICY PERIOD: 6/1/2019 - 6/1/2020 at 12:01AM.  
(Standard Time at YOUR address shown below).

Item 3. ADDRESS: 115 Roane St.  
Charleston, WV 25302

Item 4. LIMIT OF LIABILITY (INCLUDES COST OF DEFENSE):

- a) Each Insured Event Limit \$100,000
- b) Aggregate Limit of Liability \$100,000

Item 5. SELF INSURED RETENTION (INCLUDES COST OF DEFENSE):

Any One Insured Event \$5,000

Item 6. PRIOR KNOWLEDGE DATE: 6/1/2018

Item 7. RETROACTIVE DATE: 6/1/2018

Item 8. PREMIUM: \$70.00

Item 9. Endorsements Effective At Inception for ALPS EPL (01-18):

- 1. ALPS-END-NUC (01-18) – Nuclear Incident Exclusion
- 2. ALPS-END-RAD (01-18) – Radioactive Contamination Exclusion
- 3. ALPS SIG (01-18)
- 4. EPL-END-WV-SAE

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: Mark Rabe  
Authorized Representative

Date: May 30, 2019



Named Insured: The Law Office of Mark W. Carbone PLLC

Policy No. EPLI23249- 1

Effective Date: 6/1/2019

### 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.

[David A. Bell, President]

[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.



## WEST VIRGINIA 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:

### III. WHEN COVERAGE IS PROVIDED

Section **D**. Extended Reporting Period, is deleted in its entirety and replaced with the following:

- D.** Extended Reporting Period. In the event of the cancellation, non-renewal or expiration of this **Policy** by the **Named Insured** or the **Insurer** then the **Named Insured** shall have the right, upon written request to **us** and upon payment of the additional premium specified herein not more than thirty (30) days after expiration, cancellation or non-renewal of the **Policy**, to buy an Extended Reporting Period Endorsement under this **Policy** providing an extended reporting period for all **Claims** first made against the **Insured** and reported to **us** within twelve (12) months from the effective date of cancellation or non-renewal or expiration of the **Policy Period**, whichever is earlier. If the **Insured** does not elect to purchase an Extended Reporting Period Endorsement in writing and pay all premiums due within that thirty (30) day period, the **Insured** shall not at a later date be able to execute such right.

No Extended Reporting Period Endorsement will be available to any **Insured** where:

1. **We** cancel or rescind the **Policy** for misrepresentation in any **Application** or other submission to **us**; or
2. Any **Insured** fails to comply with the terms and conditions of this **Policy** including any Extended Reporting Period Endorsement; or
3. Any **Insured's** license or right to practice law has been revoked, suspended or surrendered at the request of any regulatory authority.

The additional premium for a 12 month Extended Reporting Period will be one hundred percent (100%) of the premium charged for the last **Policy Period** and shall be deemed fully earned at inception of the Extended Reporting Period. In the event an **Insured** terminates the Extended Reporting Period Endorsement for any reason, **we** shall not be liable to return any portion of the premium paid therefor.

Coverage under the Extended Reporting Period Endorsement is with respect to **Claims** first made against an **Insured** during the **Policy Period** or Extended Reporting Period and first reported by an **Insured** to **us** during the Extended Reporting Period, provided always that **Claims** reported during the Extended Reporting Period are limited to **Insured Events** which happen or commence before the original **Policy Period** ends by either cancellation, non-renewal or expiration and which are otherwise covered by this **Policy**.

The Extended Reporting Period Endorsement does not create or establish a new or separate **LIMIT OF LIABILITY**. Instead the remaining **LIMITS OF LIABILITY**, as shown in the Declarations shall be applicable and shall not be increased in any way by the Limited Reporting Period or the the Extended Reporting Period Endorsement. The Self Insured Retentions as indicated in the **Policy** shall be applicable to all **Claims** reported in the Extended Reporting Period.

All other terms and conditions contained in this **Policy** shall apply to any Extended Reporting Period Endorsement issued by **us**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



**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: 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: CYBR23249- 1**

Item 1.	<b>Named Insured:</b> The Law Office of Mark W. Carbone PLLC	
	<b>Address:</b> 115 Roane St. Charleston, WV 25302	
Item 2.	<b>Policy Period:</b>	
	<b>From:</b> 6/1/2019	
	<b>To:</b> 6/1/2020	
	Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.	
Item 3.	<p><b>Policy Aggregate Limit of Liability</b> for all Insuring Agreements, but subject to the applicable aggregate sublimits of liability listed below:</p> <p><b>Applicable Aggregate Sublimit of Liability</b> for Insuring Agreement:</p> <ol style="list-style-type: none"> <li>1. Information Security and Privacy Liability</li> <li>3. Regulatory Defense &amp; Penalties</li> <li>4. Website Media and Content Liability</li> <li>5. PCI Fines, Expenses and Costs</li> <li>6. Cyber Extortion</li> <li>7. First Party Data Protection</li> <li>8. First Party Network Business Interruption</li> <li>9. Fraudulent Instruction</li> <li>10. Electronic Crime</li> </ol> <p><i>Note: All sublimits of liability are part of, and not in addition to, the Policy Aggregate Limit of Liability</i></p> <p><b>Liability Retention Per "Claim", Incident, or Loss</b> for Insuring Agreement:</p> <ol style="list-style-type: none"> <li>6. Cyber Extortion</li> <li>7. First Party Data Protection</li> <li>8. First Party Network Business Interruption</li> <li>9. Fraudulent Instruction</li> <li>10. Electronic Crime</li> <li>All other Insuring Agreements</li> </ol>	<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>\$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><b>Limit of Liability for Insuring Agreement 2 - Privacy Breach Response Services:</b>  “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><b>Retention for Insuring Agreement 2 - Privacy Breach Response Services:</b>  “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.	<b>Premium:</b> (plus applicable taxes and fees):	\$50.00
Item 5.	<b>Retroactive Date:</b>	6/1/2018
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><b>Endorsements Effective At Inception for ALPS CYBER (01-18):</b></p> <ol style="list-style-type: none"> <li>1. ALPS-END-NUC (01-18)</li> <li>2. ALPS-END-RAD (01-18)</li> <li>3. ALPS SIG (01-18)</li> <li>4. CYBER-END- WV -SAE (01/18)</li> </ol>	

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: Mark Rabe  
Authorized Representative

Date: May 30, 2019



Named Insured: The Law Office of Mark W. Carbone PLLC

Policy No. CYBR23249- 1

Effective Date: 6/1/2019

## 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 "DA 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.





**WEST VIRGINIA 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.

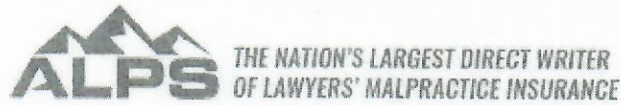
In consideration of the premium paid, it is understood and agreed that the Policy is amended as follows:

Section VII – OPTIONAL EXTENDED REPORTING PERIOD, is deleted in its entirety and replaced with the following:

**VII – OPTIONAL EXTENDED REPORTING PERIOD**

1. In the event that coverage under this Policy is cancelled, non-renewed or terminates for any reason, the “named insured” shall have the right, upon written request to us and payment in full of the premium set forth below, to have issued an endorsement providing an “extended reporting period” for the period of time set forth in Item 7.(b) of the Declarations for “claims” first made against any insured and reported to us during the “extended reporting period”, and arising out of any act, error or omission committed on or after the “retroactive date”, and before the end of the “policy period”, subject to the conditions set forth herein. In order for the “named insured” to invoke the “extended reporting period” option, written notice must be sent and the payment of the additional premium for the “extended reporting period” must be paid to us within thirty (30) days of the cancellation, non-renewal or termination of this Insurance. If notice of election of the “extended reporting period” and full premium payment is not given to us within such thirty (30) day period, there shall be no right to purchase the “extended reporting period”.
2. The limit of liability for the “extended reporting period” shall be part of, and not in addition to, our applicable limit of liability for the “policy period” and the exercise of the “extended reporting period” shall not in any way increase the policy aggregate limit of liability or any sublimit of liability. The “extended reporting period” does not apply to any “claims” or losses under Insuring Agreement I.2.
3. The right to the “extended reporting period” shall not be available to the “named insured” until all premiums owed for this Policy and the “extended reporting period” have been paid in full.
4. The entire premium for the “extended reporting period” shall be deemed fully earned at its inception.
5. Once an endorsement for an “extended reporting period” is issued, the “named insured” cannot terminate or cancel the “extended reporting period”. All other terms and conditions of this Policy shall apply to any “extended reporting period”.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



May 30, 2019

Mr. Mark W Carbone  
The Law Office of Mark W. Carbone PLLC  
115 Roane St.  
Charleston, WV 25302

Dear Mr. Carbone:

I have enjoyed working with your firm over the past year to provide protection for your law firm. Enclosed you will find your professional liability insurance policy. You will also find the additional Cyber and/or EPLI policies you purchased. Please take a moment to review your policy information and let me know if you have any questions regarding coverage.

As always, I am available to you at any time should you have questions or require more information about the other exclusive benefits available to ALPS policyholders, many of which can be accessed through your firm's Account Center.

I encourage you to log into your ALPS Account Center at [www.alpsnet.com/account](http://www.alpsnet.com/account) to review all of the features available to you. As a reminder, **your Login is: CARBONEMARKW**. If you don't remember your password, click "Forgot Password" on the login page and it will be retrieved.

Our claims department is comprised entirely of licensed attorneys who are here to assist you in the event of a claim or potential claim. If your firm becomes aware of facts or circumstances that may be the basis of a claim, you must notify ALPS in writing pursuant to the provisions of the policy. Early intervention may help resolve issues before they become full-fledged claims.

Thank you again for continuing to choose ALPS as your firm's carrier. I look forward to working with you in the coming year. Please don't hesitate to call on me at any time if you have questions.

Sincerely,

A handwritten signature in black ink that reads "Meg Sampson". The signature is written in a cursive, flowing style.

Meg Sampson

Authorized Representative  
ALPS Property & Casualty Insurance Company