



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

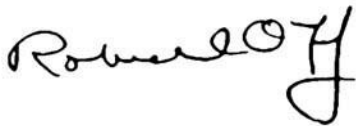
Philadelphia Indemnity Insurance Company

Commercial Lines Policy

THIS POLICY CONSISTS OF:

- DECLARATIONS
 - COMMON POLICY CONDITIONS
 - ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
 - ONE OR MORE COVERAGE FORMS
 - APPLICABLE FORMS AND ENDORSEMENTS
-

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless signed by our authorized representative.

A handwritten signature in black ink, appearing to read "Rovner" followed by a stylized flourish.

President & CEO

A handwritten signature in black ink, appearing to read "Ed Sar" followed by a long horizontal flourish.

Secretary

PHILADELPHIA INSURANCE COMPANIES PRIVACY POLICY NOTICE

Philadelphia Indemnity Insurance Company

The Philadelphia Insurance Companies value your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law.

This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be used or disclosed. This does not reflect a change in the way we do business or handle your information.

Information We Collect:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties.

Information We Disclose:

We will only disclose the information described above to our affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance function for our company, including our reinsurance companies;
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

Protection of Information:

The Philadelphia Insurance Companies maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

Use of Cookies and Opt-Out:

We may place electronic "cookies" in the browser files of your computer when you access our website. Cookies are text files placed on your computer to enable our systems to recognize your browser and so that we may tailor information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer's hard drive to enable us to match personal information that we maintain about you so that we are able to pre-populate on-line forms with your information. We also use cookies to help us analyze traffic on our website to better understand your interests. Although we do not use your non-public personal information for this purpose, you may opt-out of cookies and advertising features through one of the available options including but not limited to Ads Settings in Google.com or the Network Advertising Initiative (NAI) Consumer Opt-out. Opting out

does not mean you will no longer receive online advertising. It does mean that companies from which you opted out will no longer customize ads based on your interests and web usage patterns using cookies.

How to Contact Us: Philadelphia Insurance Companies, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 Attention: Chief Privacy Officer



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COMMON POLICY DECLARATIONS

Policy Number: PCAC005769-0719

Named Insured and Mailing Address:

Cypress Chase North Condominium No. 4., Inc.

c/o Phoenix Management Services, Inc.

4800 N. State Road 7, Suite 105

Lauderdale Lakes, FL 33319

Producer:

GIG Insurance Group, Inc.
750 East Prospect Road
Fort Lauderdale, FL 33334

Policy Period From: 06/01/25

To: 06/01/2026

at 12:01 A.M. Standard Time at your
mailing address shown above.

Business Description: Non-Profit Community Association

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	
Crime Protection Plus	\$860.00
Total	\$860.00

Florida Issuance Guaranty Association (Add to Annual Premium) 1.0%: \$8.60

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

President and CEO



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax: 610.617.7940

CRIME PROTECTION PLUS DECLARATIONS

Policy Number: PCAC005769-0719

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance stated in this policy.

DECLARATIONS

ITEM 1. Named Insured: Cypress Chase North Condominium No. 4., Inc.

ITEM 2. Mailing Address: c/o Phoenix Management Services, Inc.
 4800 N. State Road 7, Suite 105
 Lauderdale Lakes, FL 33319

ITEM 3. Policy Period: From: 06/01/25 To: 06/01/2026
 (12:01 A.M. Standard Time at Your Mailing Address)

ITEM 4. Coverages, Limits of Insurance and Deductibles:

Coverage Basis: Loss Sustained
 (If left blank, the Loss Sustained Option shall apply.)

Insuring Agreements, Limit of Insurance and Deductible Amounts shown below are subject to all of the terms of this policy that apply.

Insuring Agreements Forming Part of This Policy	Limit of Insurance	Deductible Amount
A1. EMPLOYEE THEFT AND CLIENT PROPERTY	\$500,000	\$250
A2. ERISA FIDELITY	\$500,000	\$ NIL
B. FORGERY OR ALTERATION, including Credit, Debit, or Charge Card Extension (\$25,000 limit)	\$500,000	\$250
C. INSIDE THE PREMISES	(n/a)	(n/a)

D. OUTSIDE THE PREMISES	(n/a)	(n/a)
E. COMPUTER FRAUD AND FUNDS TRANSFER FRAUD	\$500,000	\$250
F. MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	(n/a)	(n/a)
G. FRAUDULENT INDUCEMENT	(n/a)	(n/a)

ITEM 5. Form Numbers of Endorsements Forming Part of This Policy When Issued: SEE SCHEDULE

ITEM 6. Cancellation of Prior Insurance: By acceptance of this policy, you give us notice cancelling prior policies or bonds numbered:

The cancellations to be effective at the time this policy becomes effective.

This policy has been signed by the Company's President and Secretary.



President and CEO



Secretary



CRIME PROTECTION PLUS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is or is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in **BOLD** have special meaning. Refer to the Definitions Section.

I. INSURING AGREEMENTS

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations:

A1. EMPLOYEE THEFT AND CLIENT PROPERTY

1. We will pay for loss of or damage to **MONEY, SECURITIES and OTHER PROPERTY** resulting directly from **THEFT** committed by an **EMPLOYEE**, whether identified or not, acting alone or in collusion with other persons.
2. We will pay for loss of or damage to **MONEY, SECURITIES and OTHER PROPERTY** sustained by your **CLIENT** resulting directly from **THEFT** committed by an identified **EMPLOYEE**, acting alone or in collusion with other persons.

A2. ERISA FIDELITY

We will pay for direct loss of and direct loss from damage to **MONEY, SECURITIES and OTHER PROPERTY** of any **EMPLOYEE BENEFIT PLAN(S)** sponsored exclusively by the **INSURED** resulting from **THEFT** by an **EMPLOYEE**.

B. FORGERY OR ALTERATION

1. We will pay for loss resulting directly from **FORGERY** or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **MONEY** that are:
 - a. Made or drawn by or drawn upon you; or
 - b. Made or drawn by one acting as your agent;
 or that are purported to have been so made or drawn.
2. If you are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Credit, Debit, or Charge Card Extension

- a. Covered instruments in 1. above, checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **MONEY** includes written instruments required in conjunction with any credit, debit or charge card issued to you or any **EMPLOYEE** for business purposes.
- b. The most we will pay in any one **OCCURRENCE** is \$25,000. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

C. INSIDE THE PREMISES

- 1. We will pay for loss of **MONEY** and **SECURITIES** inside the **PREMISES** or **BANKING PREMISES** resulting directly from **THEFT**, disappearance or destruction.
- 2. We will pay for loss of or damage to **OTHER PROPERTY**:
 - a. Inside the **PREMISES** resulting directly from an actual or attempted **ROBBERY** of a **CUSTODIAN**; or
 - b. Inside the **PREMISES** in a safe or vault resulting directly from an actual or attempted **SAFE BURGLARY**.
 - c. We will pay for loss from damage to the **PREMISES** or its exterior resulting from an actual or attempted:
 - (i) **THEFT** of **MONEY** or **SECURITIES**; or
 - (ii) **ROBBERY** or **SAFE BURGLARY** of **OTHER PROPERTY** if the **INSURED** is the owner of the **PREMISES** or is liable for damage to it.
 - d. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the **PREMISES** resulting directly from an actual or attempted **THEFT** or unlawful entry into those containers.

D. OUTSIDE THE PREMISES

- 1. We will pay for loss of **MONEY** and **SECURITIES** outside the **PREMISES** in the care and custody of a **MESSANGER** or an armored motor vehicle company resulting directly from **THEFT**, disappearance or destruction.
- 2. We will pay for loss of or damage to **OTHER PROPERTY** outside the **PREMISES** in the care and custody of a **MESSANGER** or an armored motor vehicle company resulting directly from an actual or attempted **ROBBERY**.

E. MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, **MONEY** or services:

- 1. Money orders issued by any post office, express company or bank that are not paid upon presentation; and
- 2. **COUNTERFEIT** paper currency that is acquired during the regular course of business from any country in which you maintain a physical **PREMISES**.

F. COMPUTER FRAUD AND FUNDS TRANSFER FRAUD

We will pay for loss of or loss from damage to:

1. **MONEY, SECURITIES and OTHER PROPERTY** resulting directly from **COMPUTER FRAUD**, and
2. **MONEY and SECURITIES** contained in a **TRANSFER ACCOUNT** on deposit at a **FINANCIAL INSTITUTION** resulting directly from **FUNDS TRANSFER FRAUD**.

We will pay for loss of **FUNDS** resulting directly from a **FRAUDULENT INSTRUCTION** directing a **FINANCIAL INSTITUTION** to transfer, pay, or deliver **FUNDS** from your **TRANSFER ACCOUNT**.

II. LIMIT OF INSURANCE

The most we will pay for loss in any one **OCCURRENCE** is the applicable Limit of Insurance shown in the Declarations.

III. DEDUCTIBLE

We will not pay for loss in any one **OCCURRENCE** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

IV. EXCLUSIONS

This policy does not apply to:

A. Loss resulting from **THEFT** or any other dishonest act committed by:

1. You; or
2. Any of your partners or **MEMBERS**; or
3. Any officer or **EMPLOYEE** who has a 25% interest or greater ownership interest in any one or more of those entities named as **INSUREDS**;

whether acting alone or in collusion with other persons.

B. Loss resulting from **THEFT** or any other dishonest act committed by any of your **EMPLOYEES, MANAGERS**, directors, trustees or authorized representatives:

1. Whether acting alone or in collusion with other persons; or
2. While performing services for you or otherwise;

except when covered under Insuring Agreement A1. or A2.

C. Loss resulting from seizure or destruction of property by order of governmental authority.

D. Loss that is an indirect result of any act or **OCCURRENCE** covered by this policy including, but not limited to, loss resulting from:

1. Your inability to realize income that you would have realized had there been no loss of or damage to **MONEY, SECURITIES** or **OTHER PROPERTY**.
 2. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this policy.
 3. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.
- E. Expenses related to any legal action, except when covered under Insuring Agreement B.
- F. Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
- G. Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.
- H. Loss sustained by one **INSURED** to the advantage of any other **INSURED**.
- I. Loss resulting directly or indirectly from contractual or extra contractual liability sustained by the **INSURED** in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.
- J. Loss of trade secrets, confidential processing methods, confidential information or intangible property of any kind.
- K. Insuring Agreements A1. and A2. do not apply to:
1. Loss caused by any **EMPLOYEE** of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation unless the amount of such loss is \$1,000 or less.
 2. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - a. An inventory computation; or
 - b. A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and an actual physical count of inventory in support of the amount of loss claimed.
 3. Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.
 4. Loss resulting from the fraudulent or dishonest signing, issuing, cancelling, or failing to cancel, a warehouse receipt or any papers connected with it.
- L. Insuring Agreement B. does not apply to:
1. Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

M. Insuring Agreements C. and D. do not apply to:

1. Loss resulting from accounting or arithmetical errors or omissions.
2. Loss resulting from the giving or surrendering of property in any exchange or purchase.
3. Loss resulting from fire, however caused, except:
 - a. Loss of or damage to **MONEY** and **SECURITIES**; and
 - b. Loss from damage to a safe or vault.
4. Loss of property contained in any money operated device unless the amount of **MONEY** deposited in it is recorded by a continuous recording instrument in the device.
5. Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.
6. Transfer or Surrender of Property
 - a. Loss of or damage to property after it has been transferred or surrendered to a person or place outside the **PREMISES** or **BANKING PREMISES**:
 - (i) On the basis of unauthorized instructions;
 - (ii) As a result of a threat to do bodily harm to any person; or
 - (iii) As a result of a threat to do damage to any property.
 - b. But, this Exclusion does not apply under Insuring Agreement D. to loss of **MONEY**, **SECURITIES** or **OTHER PROPERTY** while outside the **PREMISES** in the care and custody of a **MESSENGER** if you:
 - (i) Had no knowledge of any threat at the time the conveyance began; or
 - (ii) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
7. Loss from damage to the **PREMISES** or its exterior, or to any safe, vault, cash register, cash box, cash drawer or **OTHER PROPERTY** by vandalism or malicious mischief.
8. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

N. Insuring Agreement F. does not apply to:

1. Loss resulting from the giving or surrendering of property in any exchange or purchase.
2. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - a. An inventory computation; or
 - b. A profit and loss computation.

3. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

V. CONDITIONS

A. Cancellation as to any **EMPLOYEE**

1. This policy is cancelled as to any **EMPLOYEE**:

- a. Immediately upon discovery by:

- (i) You; or

- (ii) Any of your partners, **MEMBERS, MANAGERS**, officers, directors or trustees not in collusion with the **EMPLOYEE**;

of **THEFT** or any other dishonest act committed by the **EMPLOYEE** whether before or after becoming employed by you unless, the amount of such loss is \$1,000 or less.

2. On the date specified in a notice mailed to the first Named Insured. That date will be at least 60 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Cancellation of Policy

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first 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.

D. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other **INSURED**, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The property covered under this policy;
3. Your interest in the property covered under this policy; or
4. A claim under this policy.

E. Consolidation – Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons become **EMPLOYEES**, or you acquire the use and control of any additional **PREMISES**:

1. You must give us written notice and obtain our written consent to extend this insurance to such additional **EMPLOYEES** or **PREMISES**. We may condition our consent upon payment of an additional premium;
2. For the first 90 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities, any insurance afforded for **EMPLOYEES** or **PREMISES** also applies to these additional **EMPLOYEES** or **PREMISES** for acts committed or events occurring within this 90-day period.

However, we agree to automatically extend such coverage, without the payment of an additional premium for the remainder of the policy period, as is afforded under this policy to any consolidation or merger with, or purchase of assets of, some other entity which has less than 15% of your annual revenues, and a three year, loss free Employee Theft claims history.

F. Discovery Option

If the Discovery option in ITEM 4. of the Declarations page is executed, this general condition shall apply.

1. We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:
 - a. During the policy period shown in the Declarations; or
 - b. During the period of time provided in V. CONDITION K. Extended Period To Discover Loss.
2. Discovery of loss occurs when you first become aware of facts, which would cause a reasonable person to assume that a loss covered by this policy has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this policy.

G. Loss Sustained Option

If the Loss Sustained option in ITEM 4. of the Declarations page is executed, this general condition shall apply.

We will pay for loss sustained by you during the policy period stated in ITEM 3. of the Declarations Page.

1. If you, or a predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - a. This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - b. The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
2. The insurance under this agreement is part of, and not in addition to, the Limits of Insurance applicable to this insurance and is limited to the lesser of the amount recoverable under:
 - a. This insurance as of its effective date; or
 - b. The prior insurance had it remained in effect.

In the event that a loss is covered by this policy and a preceding policy, it is agreed that the Insuring Agreement deductible for this policy shall be reduced by the applicable deductible of the preceding policy.

If any loss is covered partly by this insurance and partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest, the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

H. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to **MONEY**, **SECURITIES** or **OTHER PROPERTY** you must:

1. Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreements A1., A2. or B.) involves a violation of law, you must also notify the local law enforcement authorities.
2. Submit to examination under oath at our request and give us a signed statement of your answers.
3. Give us a detailed, sworn proof of loss within 120 days.
4. Cooperate with us in the investigation and settlement of any claim.

I. Employee Benefit Plan(s)

1. If any one or more **EMPLOYEE BENEFIT PLANS** are insured jointly with any other entity under this policy, you or the plan administrator must select a Limit of Insurance for Insuring Agreement A2. that is sufficient to provide a Limit of Insurance for each Plan, which is at least equal to that required if each Plan were separately insured.
2. If the first Named Insured is an entity other than a Plan, any payments we make to the **INSURED** for loss sustained by any Plan will be held by that **INSURED** for the use and benefit of the Plan(s) sustaining the loss.
3. If two or more Plans are insured under this policy, any payment which we make for loss sustained by two or more Plans, or of commingled **FUNDS** or **OTHER PROPERTY** of two or more Plans, which arises out of one **OCCURRENCE**, is to be shared by each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total of those limits.
4. This policy insures those Plans, which are named as additional **INSUREDS** in the Declarations or on any attached Schedule for loss through fraud or dishonesty as defined in Section 2580.412-9 of the Employee Retirement Income Security Act (ERISA) as amended. For any Plans not specifically named as **INSUREDS**, this policy is deemed to be in compliance with, and satisfy the bonding requirements of Section 2580.412-11 of the Act. This insurance provides a Limit of Insurance which is equal to 10% of the amount of the **FUNDS** handled or \$500,000., whichever is less, for each Plan bonded and the minimum Limit of Insurance for any Plan shall be \$1,000. The Limit of Insurance available for any Plan loss will be determined by the amount of **FUNDS** handled on the date when any covered loss occurs subject to the foregoing limitations.
5. The Deductible provision which applies to Insuring Agreement A2. ERISA FIDELITY shall not apply to loss which is sustained by any Plan subject to ERISA and which Plan is covered under this insurance.

J. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to 3 years afterward or until any claim made under this policy has been settled, whichever is later.

K. Extended Period to Discover Loss

1. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this policy, which is discovered by you:
 - a. No later than 120 days following termination or cancellation of the Insuring Agreement or termination of this policy as to an **INSURED**; and
 - b. As respects, any **EMPLOYEE BENEFIT PLAN(S)**, no later than twelve months from the date of that termination or cancellation.
2. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

L. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections nor do we undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. above apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

M. Joint Insured

1. If more than one **INSURED** is named in the Declarations, the first Named Insured will act for itself and for every other **INSURED** for all purposes of this policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
2. If any **INSURED**, or partner, **MEMBER** or officer of that **INSURED** has knowledge of any information relevant to this policy, that knowledge is considered knowledge of every **INSURED**.
3. An **EMPLOYEE** of any **INSURED** is considered to be an **EMPLOYEE** of every **INSURED**.
4. If this policy or any of its coverages is cancelled or terminated as to any **INSURED**, loss sustained by that **INSURED** is covered only if discovered by you during the period of time provided in V. CONDITION K. Extended Period to Discover Loss.

However, this extended period to discover loss terminates as to that **INSURED** immediately upon the effective date of any other insurance obtained by that **INSURED** replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

5. We will not pay more for loss sustained by more than one **INSURED** than the amount we would pay if all the loss had been sustained by one **INSURED**.

N. Legal Action Against Us

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this policy;

2. Until 90 days after you have filed proof of loss with us; and
3. Unless brought within 2 years from the date you discover the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

O. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

P. Loss Covered Under More Than One Coverage of this Policy

If two or more coverages of this policy apply to the same loss, we will pay the lesser of:

1. The actual amount of loss; or
2. The sum of the Limits of Insurance applicable to those coverages.

Q. Non-Cumulation of Limit of Insurance

Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.

R. Other Insurance

This policy does not apply to loss recoverable or recovered under other insurance or indemnity. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity.

However, this policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

S. Ownership of Property; Interests Covered

The property covered under this policy is limited to property:

1. That you own or lease;
2. That you hold for others; or
3. For which you are legally liable, except for property inside the **PREMISES** of a **CLIENT** of yours.

However, this policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this policy must be presented by you.

T. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

U. Records

You must keep records of all property covered under this policy so we can verify the amount of any loss.

V. Recoveries

1. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this policy will be distributed as follows:
 - a. To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
 - b. Then to us, until we are reimbursed for the settlement made; and
 - c. Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.
2. Recoveries do not include any recovery:
 - a. From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - b. Of original **SECURITIES** after duplicates of them have been issued.

W. Territory

This policy applies to loss occurring anywhere in the world.

X. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Y. Transfer of Your Rights of Recovery Against Others to Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

Z. Valuation – Settlement

1. Subject to Section II. Limit Of Insurance, we will pay for:
 - a. Loss of **MONEY** but only up to and including its face value. We may, at our option, pay for loss of **MONEY** issued by any country other than the United States of America:

- (i) Its face value in the **MONEY** issued by that country; or
 - (ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was discovered.
- b. Loss of **SECURITIES** but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (i) Pay the value of such **SECURITIES** or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those **SECURITIES**; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **SECURITIES**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - a) Value of the **SECURITIES** at the close of business on the day the loss was discovered; or
 - b) Limit of Insurance.
- c. Loss of or damage to **OTHER PROPERTY** or loss from damage to the **PREMISES** or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

We will not pay on a replacement cost basis for any loss or damage:

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- 2. We may, at our option, pay for loss of or damage to property other than **MONEY**:
 - a. In the **MONEY** of the country in which the loss occurred; or
 - b. In the United States of America dollar equivalent of the **MONEY** of the country in which the loss occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was discovered.
- 3. Any property that we pay for or replace becomes our property.

AA. Conditions Applicable To Insuring Agreement B.

1. Deductible

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement B.

2. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

BB. Conditions Applicable To Insuring Agreement D.

1. Armored Motor Vehicle Companies

a. Under Insuring Agreement D., we will only pay for the amount of loss you cannot recover:

- (i) Under your contract with the armored motor vehicle company; and
- (ii) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit of Insurance for Specified Property

We will only pay up to \$5,000 for any one **OCCURRENCE** of loss of or damage to:

- (i) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (ii) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

CC. Conditions Applicable To Insuring Agreement F.

1. Special Limit of Insurance for Specified Property

We will only pay up to \$5,000 for any one **OCCURRENCE** of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

VI. DEFINITIONS

- A. **BANKING PREMISES** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- B. **CLIENT** means any entity or individual for whom you perform services under a written agreement.
- C. **COMPUTER FRAUD** means **THEFT** of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the **PREMISES** or **BANKING PREMISES** to a person (other than a **MESSENGER**) outside those **PREMISES** or to a place outside those **PREMISES**.

D. **COUNTERFEIT** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

E. **CUSTODIAN** means you, or any of your partners or **MEMBERS**, or any **EMPLOYEE** while having care and custody of property inside the **PREMISES**, excluding any person while acting as a **WATCHPERSON** or janitor.

F. **EMPLOYEE**:

1. Any natural person:
 - a. While in your service or for 60 days after termination of service;
 - b. Whom you compensate directly by salary, wages or commissions; and
 - c. Whom you have the right to direct and control while performing services for you;
2. Any natural person who is furnished temporarily to you:
 - a. To substitute for a permanent **EMPLOYEE** as defined in Paragraph 1. above, who is on leave; or
 - b. To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **PREMISES**.

3. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary **EMPLOYEE** as defined in Paragraph 2. above;
4. Any natural person who is:
 - a. A trustee, officer, **EMPLOYEE**, administrator or **MANAGER**, except an administrator or **MANAGER** who is an independent contractor, of any **EMPLOYEE BENEFIT PLAN(S)** insured under this policy; and
 - b. Your director or trustee while that person is handling **FUNDS** or **OTHER PROPERTY** of any **EMPLOYEE BENEFIT PLAN(S)** insured under this policy.
5. Any natural person who is a former **EMPLOYEE**, director, partner, **MEMBER**, **MANAGER**, representative or trustee retained as a consultant while performing services for you; or
6. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the **PREMISES**; or
7. Any natural person who is a **VOLUNTEER** who is not compensated, other than one who is a fund solicitor, while performing services for you that are usual to the duties of an **EMPLOYEE**; or
8. Any natural person who is performing services for you as the chairman, or a member of any committee and whether compensated or not; or

9. Any natural person who is a director or trustee while acting as a member of any of your elected or appointed committees to perform on your behalf, specific, as distinguished from general directorial acts; or
 10. Any natural person who is a non-compensated officer.
- G. **EMPLOYEE** does not mean:
1. Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 2. Any **MANAGER**, director, or trustee except while performing acts coming within the scope of the usual duties of an **EMPLOYEE**.
- H. **EMPLOYEE BENEFIT PLAN(S)** means, any welfare, or pension Plan listed in the Declarations, on an attached schedule or for which automatic coverage is afforded, that is subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended.
- I. **FINANCIAL INSTITUTION** means:
1. A banking, savings, or thrift institution, or
 2. A stock brokerage firm, mutual fund, liquid assets fund or similar investment institution where the **INSURED** maintains a **TRANSFER ACCOUNT**.
- J. **FORGERY** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- K. **FRAUDULENT INSTRUCTION** means:
1. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 2. A written instruction (other than those described in Insuring Agreement B.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 3. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an **EMPLOYEE** but which was in fact fraudulently transmitted by someone else without your or the **EMPLOYEE'S** knowledge or consent.
- L. **FUNDS** means **MONEY** and **SECURITIES**.
- M. **FUNDS TRANSFER FRAUD** means:
1. Electronic, telegraphic, cable, teletype or telephone instructions fraudulently transmitted to a **FINANCIAL INSTITUTION** directing such institution to debit a **TRANSFER ACCOUNT** and to transfer, pay or deliver **MONEY** or **SECURITIES** from such **TRANSFER ACCOUNT** which instructions purport to have been transmitted by the **INSURED** but were in fact fraudulently transmitted by someone other than the **INSURED** without its knowledge or consent; or

2. Fraudulent written instructions (other than those covered under Insuring Agreement B.) issued to a **FINANCIAL INSTITUTION** directing such institution to debit a **TRANSFER ACCOUNT** and to transfer, pay or deliver **MONEY** or **SECURITIES** from such **TRANSFER ACCOUNT** by use of an electronic funds transfer system at specified intervals or under specified conditions which instructions purport to have been issued by the **INSURED** but were in fact fraudulently issued, forged or altered by someone other than the **INSURED** without its knowledge or consent.
- N. **INSURED** means the Named Insured as stated in the Declarations page and, with respect to Insuring Agreement A2. only, any Welfare Plan or Pension Plan sponsored exclusively by the Named Insured.
- O. **MANAGER** means a person serving in a directorial capacity for a limited liability company.
- P. **MEMBER** means an owner of a limited liability company represented by its membership interest, who also may serve as a **MANAGER**.
- Q. **MESSENGER** means you, or a relative of yours, or any of your partners or **MEMBERS**, or any **EMPLOYEE** while having care and custody of property outside the **PREMISES**.
- R. **MONEY** means:
1. Currency, coins and bank notes in current use and having a face value; and
 2. Travelers checks, register checks and money orders held for sale to the public.
- S. **OCCURRENCE** means:
1. As respects the Employee Theft Insuring Agreement, all loss caused by, or involving, one or more **EMPLOYEES**, whether the result of a single act or a series of acts.
 2. As respects the Forgery or Alteration Insuring Agreement, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
 3. As respects all other Insuring Agreements, an act or series of related acts involving one or more persons; or an act or event or a series of related acts or events not involving any person.
- T. **OTHER PROPERTY** means any tangible property other than **MONEY** and **SECURITIES** that has intrinsic value but does not include any property excluded under this policy.
- U. **PREMISES** means the interior of that portion of any building you occupy in conducting your business.
- V. **ROBBERY** means the unlawful taking of property from the care and custody of a person by one who has:
1. Caused or threatened to cause that person bodily harm; or
 2. Committed an obviously unlawful act witnessed by that person.
- W. **SAFE BURGLARY** means the unlawful taking of:
1. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

2. A safe or vault from inside the **PREMISES**.
- X. **SECURITIES** means negotiable and non-negotiable instruments or contracts representing either **MONEY** or property and includes:
1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but does not include **MONEY**.
- Y. **THEFT** means the unlawful taking of **MONEY**, **SECURITIES** or **OTHER PROPERTY** to the deprivation of the **INSURED**.
- Z. **TRANSFER ACCOUNT** means an account maintained by you at a **FINANCIAL INSTITUTION** from which you can initiate the transfer, payment or delivery of **FUNDS**:
1. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 2. By means of written instructions (other than those described in Insuring Agreement B.) establishing the conditions under which such transfers are to be initiated by such **FINANCIAL INSTITUTION** through an electronic funds transfer system.
- AA. **WATCHPERSON** means any person you retain specifically to have care and custody of property inside the **PREMISES** and who has no other duties.

Philadelphia Indemnity Insurance Company

Form Schedule – Crime Protection Plus

Policy Number: PCAC005769-0719

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PCAC-BJP1901-12-98-PolicyJacket		
PCAC-PP2015-06-15-PhiladelphiaPrivacyPolicyNotice		
PCAC-CPDPIIC-06-14-CommonPolicyDeclarations		
FL.PCAC-PICRP01-06-05-CrimeProtectionPlusDeclarations		
PCAC-PICRP02-06-05-CrimeProtectionPlusCoverageForm		
PCAC-FORMSCHEDULE		
FL.PCAC-PIBELL1-04-10-BellEndorsement		
PCAC-PICME1-10-09-CrisisManagementEndorsement		
PCAC-PICRP09-06-05-DesignatedPersonsOrClassesOfPersonsAsEmployees		
PCAC-PICRP25-07-17-FraudulentInducementExclusion		
PCAC-PICRP023-11-19-CrimeProtectionPlusProPak		
FL.PCAC-PICRPFL1-10-05-ChangesFlorida		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BELL ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

COVERAGE	LIMITS OF INSURANCE
Business Travel Accident Benefit	\$50,000
Conference Cancellation	\$25,000
Donation Assurance	\$50,000
Emergency Real Estate Consulting Fee	\$50,000
Fundraising Event Blackout	\$25,000
Identity Theft Expense	\$50,000
Image Restoration and Counseling	\$50,000
Key Individual Replacement Expenses	\$50,000
Kidnap Expense	\$50,000
Political Unrest	\$5,000 per employee: \$25,000 policy limit
Temporary Meeting Space Reimbursement	\$25,000
Terrorism Travel Reimbursement	\$50,000
Travel Delay Reimbursement	\$1,500
Workplace Violence Counseling	\$50,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.
2. Limits of liability or limits of insurance identified in Section I. **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;
2. Accidental loss of limbs or multiple fingers;
3. Total loss of sight, speech or hearing.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

1. An intentional act by the insured;
2. An act of suicide or attempted suicide;
3. An act of war; or
4. A disease process.

B. Conference Cancellation

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and
2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

C. Donation Assurance

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for "failed donation claim(s)."

With respect to any "failed donation claim," it is further agreed as follows:

1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured;
2. For non-cash donations, our payment of a "failed donation claim" shall be based on the fair market value of said non-cash donation at the time of the "failed donation claim";
3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the "failed donation claim":
 - a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and
 - b. The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;
4. No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and
5. A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

D. Emergency Real Estate Consulting Fee

We will reimburse the insured any realtor's fee or real estate consultant's fee necessitated by the insured's need to relocate due to the "unforeseeable destruction" of the insured's "principal location" listed in the Declarations during the policy period. The limit of insurance for this

coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

E. Fundraising Event Blackout

We will reimburse the insured for “fundraising expenses” that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

F. Identity Theft Expense

We will reimburse any present director or officer of the named insured for “identity theft expenses” incurred as the direct result of any “identity theft” first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured’s first policy with us. The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

G. Image Restoration and Counseling

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of “improper acts” by any natural person.

Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;
2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of “improper acts”; and
3. The costs of restoring the named insured’s reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

H. Key Individual Replacement Expenses

We will pay “key individual replacement expenses” if the Chief Executive Officer or Executive Director suffers an “injury” during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of \$50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

I. Kidnap Expense

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, “domestic partner,” parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. Fees and costs of independent negotiators;
2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
3. Travel costs and accommodations incurred by the named insured;
4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
5. Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
 - a. Up to thirty (30) days after their release, if the director or officer has not yet returned to work;
 - b. Discovery of their death;
 - c. One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or
 - d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is \$50,000 each policy period for all insureds combined. No deductible applies to this coverage.

J. Political Unrest Coverage

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for "emergency evacuation expenses" that are incurred as a result of an incident of "political unrest." This "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel. The limit of insurance for this coverage is \$5,000 per covered person, subject to a maximum of \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

K. Temporary Meeting Space Reimbursement

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

L. Terrorism Travel Reimbursement

We will reimburse any present director or officer of the named insured in the event of a "certified act of terrorism" during the policy period which necessitates that he/she incurs "emergency travel expenses." The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

M. Travel Delay Reimbursement

We will reimburse any present director or officer of the named insured for any "non-reimbursable expenses" they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is \$1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

N. Workplace Violence Counseling

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a "workplace violence" incident at any of the insured's premises during the policy period. The emotional counseling expenses incurred must have been for:

1. Your employees who were victims of, or witnesses to the "workplace violence";
2. The spouse, "domestic partner," parents or children of your employees who were victims of, or witnesses to the "workplace violence"; and
3. Any other person or persons who directly witnessed the "workplace violence" incident.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

IV. DEFINITIONS

For the purpose of this endorsement, the following definitions apply:

- A. "Certified act of terrorism" means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.
- B. "Communicable disease" means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire's Disease.
- C. "Domestic partner" means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation.
- D. "Emergency evacuation expenses" mean:
 1. Additional lodging expenses;
 2. Additional transportation costs;
 3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of "political unrest"; and
 4. Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

- E. "Emergency travel expenses" mean:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a “certified act of terrorism”; and
2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a “certified act of terrorism”;

provided that these expenses are not otherwise reimbursable.

F. “Failed donation claim” means written notice to the insured during the policy period of:

1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or
2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.

G. “Fundraising expenses” mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.

H. “Identity theft” means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or “domestic partner” thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

I. “Identity theft expenses” mean:

1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

J. “Improper acts” means any actual or alleged act of:

1. Sexual abuse;
2. Sexual intimacy;
3. Sexual molestation; or
4. Sexual assault;

committed by an insured against any natural person who is not an insured. Such “improper acts” must have been committed by the insured while in his or her capacity as an insured.

K. “Injury” whenever used in this endorsement, other than in Section III. A. **Business Travel**,

means any physical damage to the body caused by violence, fracture or an accident.

L. “Key individual replacement expenses” mean the following necessary expenses:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.

M. “Natural catastrophe” means hurricane, tornado, earthquake or flood.

N. “Non-reimbursable expenses” means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:

1. Meals and lodging;
2. Alternative transportation;
3. Clothing and necessary toiletries; and
4. Emergency prescription and non-prescription drug expenses.

O. “Political unrest” means:

1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government’s ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff

for which either an alert or travel warning has been issued by the United States Department of State.

P. “Principal location” means the headquarters, home office or main location where most business is substantially conducted.

Q. “Unforeseeable destruction” means damage resulting from a “certified act of terrorism,” fire, collision or collapse which renders all of the insured’s “principal locations” completely unusable.

R. “Workplace violence” means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily “injury” or death of any person while on the insured’s premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words “we,” “us” and “our” refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
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II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

- A.** We will reimburse you for “crisis management emergency response expenses” incurred because of an “incident” giving rise to a “crisis” to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.
- B.** We will reimburse only those “crisis management emergency response expenses” which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the “crisis” was initiated.

IV. DEFINITIONS

- A.** "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.
- B.** "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C.** "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D.** "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or "serious bodily injury" to three or more persons.
- E.** "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS
AS EMPLOYEES**

This endorsement modifies the insurance provided under the following:

CRIME PROTECTION PLUS**A. Schedule***

Persons Or Classes Of Persons
Officers, directors, trustees and employees including any MANAGER and/or PROPERTY MANAGER hired by the Named Insured who handles or is responsible for handling the funds belonging to or administered by the Named Insured. However, this Policy does not cover loss resulting from an EMPLOYEE who is also serving as General Counsel, counsel or legal representative to the Named Insured for "theft" or any other dishonest acts in their capacity as such. PROPERTY MANAGER means any entity, including its employees, providing real estate property management services to the Named Insured pursuant to a written contract.
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

The Definition of **EMPLOYEE** is amended to include any natural person or group of persons named or described in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**FRAUDULENT INDUCEMENT EXCLUSION**

This endorsement modifies the insurance provided under the following:

CRIME PROTECTION PLUS

I. Section IV. EXCLUSIONS is amended to include the following:

This Policy Does Not Apply To:

1. Loss resulting directly or indirectly from:

- a. your transfer, payment, or delivery of **MONEY, SECURITIES, OTHER PROPERTY**, or property of any kind including, but not limited to intangible property that is the direct, or indirect, result of **FRAUDULENT INDUCEMENT**;
- b. the giving or surrendering of **MONEY, SECURITIES, OTHER PROPERTY**, or property of any kind including, but not limited to intangible property in any exchange or purchase, whether genuine or fictitious; or
- c. any other giving or surrendering of, or voluntary parting with, **MONEY, SECURITIES, OTHER PROPERTY**, or property of any kind including, but not limited to intangible property

whether or not induced by any dishonest or fraudulent act, except when covered under:

- i. Insuring Agreement A1.;
- ii. Insuring Agreement E.;

II. Section IV. EXCLUSION N. is amended to read:

N. Insuring Agreement F. does not apply to:

1. Loss resulting from the giving or surrendering of **MONEY, SECURITIES, OTHER PROPERTY**, or property of any kind including, but not limited to intangible property.
2. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - a. An inventory computation; or
 - b. A profit or loss computation.

3. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any **MONEY, SECURITIES, OTHER PROPERTY**, or property of any kind including, but not limited to intangible property.

III. Section VI. DEFINITIONS is amended to include the following:

AUTHORIZED PERSON means any officer or employee who has a 25% interest or greater ownership in any one or more of those entities named as **INSUREDS**, sole proprietor, director, trustee, natural person partner, LLC Manager or LLC Member who is authorized by the **Insured** to transfer, pay, or deliver **MONEY** or **SECURITIES** or to instruct **EMPLOYEES** to transfer, pay or deliver **MONEY** or **SECURITIES**.

COMMUNICATION means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **EMPLOYEE** that:

1. directs the **EMPLOYEE** to transfer, pay, or deliver **MONEY** or **SECURITIES**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by the **EMPLOYEE**, believing the material fact to be true.

COMPUTER PROGRAM means a set of related electronic instructions that direct the operations and functions of a **COMPUTER SYSTEM** or devices connected to it that enable the **COMPUTER SYSTEM** or devices to receive, process, store, retrieve, send, create or otherwise act upon **ELECTRONIC DATA**.

COMPUTER SYSTEM means:

1. any computer; and
2. any input, output, processing, storage or communication device, or any related network, cloud service, operating system, or application, that is connected to, or used in connection with such computer, that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **INSURED**.

ELECTRONIC DATA means facts or information converted to a form:

1. usable in a **COMPUTER SYSTEM**;
2. that does not provide instructions or directions to a **COMPUTER SYSTEM**; or
3. that is stored on electronic processing media for use by a **COMPUTER PROGRAM**.

FRAUDULENT INDUCEMENT means the intentional misleading of an **EMPLOYEE** by a person purporting to be:

1. a **VENDOR**
2. a **CLIENT**;
3. an **EMPLOYEE**; or
4. an **AUTHORIZED PERSON**,

through the use of a **COMMUNICATION**.

FRAUDULENT INDUCEMENT does not include **COMPUTER FRAUD** or **FUNDS TRANSFER FRAUD**.

VENDOR means an entity or natural person that has provided goods or services to the **Insured** under a genuine, preexisting:

1. written agreement; or
2. other agreed upon arrangement.

VENDOR does not include any **FINANCIAL INSTITUTION**, asset manager, armored motor vehicle company or similar entity.

- IV. The following replaces section VI. DEFINITIONS, B. CLIENT:
B. **CLIENT** means any entity or individual for whom you provide goods or services under a written agreement or other agreed upon arrangement.

- V. The following replaces section VI. DEFINITIONS, C. COMPUTER FRAUD:

C. **COMPUTER FRAUD** means **THEFT** of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the **PREMISES** or **BANKING PREMISES** to a person (other than a **MESSENGER**) outside those **PREMISES** or to a place outside those **PREMISES**.

COMPUTER FRAUD does not include **FRAUDULENT INDUCEMENT** or **FUNDS TRANSFER FRAUD**.

- VI. The following replaces section VI. DEFINITIONS, M. FUNDS TRANSFER FRAUD:

M. **FUNDS TRANFER FRAUD** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **FINANCIAL INSTITUTION** directing such institution to debit a **TRANSFER ACCOUNT** and to transfer, pay or deliver **MONEY** or **SECURITIES** from the **TRANSFER ACCOUNT** which instruction purports to have been transmitted by the **INSURED**, but was in fact fraudulently transmitted by someone other than the **INSURED** without the **INSURED's** knowledge or consent; or
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **FINANCIAL INSTITUTION** directing such **FINANCIAL INSTITUTION** to debit a **TRANSFER ACCOUNT** and to transfer, pay or deliver **MONEY** or **SECURITIES** from such **TRANSFER ACCOUNT** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **INSURED** but was in fact fraudulently issued, the result of **FORGERY**, or altered by someone other than the **INSURED** without the **INSURED's** knowledge or consent.

FUNDS TRANFER FRAUD does not include **FRAUDULENT INDUCEMENT** or **COMPUTER FRAUD**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CRIME PROTECTION PLUS PRO-PAK**

This endorsement modifies the insurance provided under the following:

CRIME PROTECTION PLUS**I. Schedule of Additional Coverages and Condition Amendments:**

The following is a summary of additional coverages and condition amendments provided by this endorsement. This endorsement is subject to the provisions of your policy. Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this endorsement.

Additional Coverages	Limit of Insurance	Page #
Include Expenses Incurred To Establish Amount of Covered Loss	The Lesser of \$100,000 or 25% of the Covered Loss	1
Computer Violation and Data Reconstruction Expense	The Lesser of \$50,000 or 25% of the Covered Loss	2
Condition Amendments	Revision	Page #
Insuring Agreement A.D. ERISA Fidelity Amendments	Amending Exclusions A, H, J and K to comply with ERISA requirements	3
Cancellation As To Any Employee	\$25,000	3
Consolidation – Merger	30% of your total assets	3
Loss Notice Threshold	Exceeds 25% of the applicable Deductible Amount	4
Definition Amendment	Amends definition of Employee to include terminated employees for 90 days	4

II. Additional Coverages**A. Include Expenses Incurred to Establish Amount of Covered Loss**

The following is added to I. INSURING AGREEMENTS, A1. EMPLOYEE THEFT AND CLIENT PROPERTY:

3. Include Expenses Incurred to Establish Amount of Covered Loss

- a. We will pay for reasonable costs, fees or other expenses that you incur and pay to an independent accounting, auditing, or other similar service used to determine the amount of loss covered under this insurance.

- b. We will pay for reasonable costs, fees or other expenses after settlement of covered loss.
- c. Section IV. EXCLUSIONS, D.3., is deleted in its entirety and replaced with the following:
 "Payment of costs, fees or other expenses you incur in establishing the existence of loss under this policy."
- d. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance, shown in e. below.
- e. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the Limit of Insurance of \$100,000 or 25% of the Covered Loss. The amount that we will pay is part of, not in addition to, the Limit of Insurance for the EMPLOYEE THEFT AND CLIENT PROPERTY Insuring Agreement shown in the DECLARATIONS.

B. Computer Violation and Data Reconstruction Expense Coverage

The following is added to I. INSURING AGREEMENTS, F. COMPUTER FRAUD AND FUNDS TRANSFER FRAUD:

3. Computer Violation and Data Reconstruction Expense Coverage

- a. We will pay for reasonable costs, fees or other expenses, other than your internal costs (such as **EMPLOYEE** salary or costs associated with restoring **DATA** from backup), incurred by you, with our prior written consent, to reproduce or duplicate **DATA** or computer programs damaged or destroyed by a **COMPUTER ATTACK**. If such **DATA** or computer programs cannot be duplicated from other **DATA** or computer programs, then we will also pay reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore such **DATA** or computer programs to substantially the same level or operational capability existing immediately before the covered loss. However, we will not pay for any expenses incurred by a **CLIENT**.
- b. We will pay for reasonable costs, fees or other expenses after restoration of **DATA** is completed.
- c. The following, when used in this section, are defined as follows:
 - 1. **COMPUTER ATTACK** means **UNAUTHORIZED ACCESS OR USE** or transmission or receipt of a **CYBERTOXIN** that alters, corrupts, destroys, disrupts, deletes, or damages **DATA**, provided any of the foregoing is intentional, and specifically targeted at you. Recurrence of the same **CYBERTOXIN** after the insured **COMPUTER NETWORK** has been restored shall be considered a separate **OCCURRENCE**.
 - 2. **COMPUTER NETWORK** means computer hardware, software, firmware, storage media, and components thereof, including electronic **DATA** stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **INTERNET** and any extranets, intranets, or virtual private networks. **COMPUTER NETWORK** shall also include off-line media libraries.
 - 3. **CYBERTOXIN** means an unauthorized corrupting or harmful piece of code. **CYBERTOXIN** includes, but is not limited to, computer viruses, adware, spyware, Trojan horses, worms, nematodes and time or logic bombs.

4. **DATA** means information electronically stored or processed in a **COMPUTER NETWORK**.
 5. **INTERNET** means a worldwide network of computer networks that facilitate data transmission and exchange, including any future form the **INTERNET** might take.
 6. **UNAUTHORIZED ACCESS OR USE** means the gaining of access to a **COMPUTER NETWORK** by an unauthorized person or persons or the use of a **COMPUTER NETWORK** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.
- d. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance, shown in e. below.
 - e. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the Limit of Insurance of \$50,000 or 25% of the Covered Loss. The amount that we will pay is part of, not in addition to, the Limit of Insurance for the **COMPUTER FRAUD AND FUNDS TRANSFER FRAUD** Insuring Agreement shown in the **DECLARATIONS**.

III. Insuring Agreement A2. ERISA Fidelity Amendments

The following amendments apply solely as respects coverage afforded under Insuring Agreement A.2. ERISA FIDELITY:

- A. Exclusion A. is deleted and replaced by the following:
 - A. Loss resulting from **THEFT** or any other dishonest or fraudulent act committed by:
 1. You; or
 2. Any of your partners or **MEMBERS**; or
 3. Any officer or employee who has a 25% interest or greater ownership interest in any one or more of those entities named as **INSURED**S

Whether acting alone or in collusion with other persons, except while handling **MONEY**, **SECURITIES**, or **OTHER PROPERTY** of an **EMPLOYEE BENEFIT PLAN(S)**.

B. Exclusion H is deleted in its entirety.

C. Exclusion J. is deleted and replaced with the following:

- J. 1. The disclosure or use of another person's or organization's confidential or personal information, except as provided in Paragraph 2
2. The disclosure of your or an **EMPLOYEE BENEFIT PLAN** participant's confidential or personal information. However, this Paragraph (2) does not apply to loss otherwise covered under Insuring Agreement A.1. that results directly from the use of your or an **EMPLOYEE BENEFIT PLAN** participant's confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any other type of nonpublic information.

D. Exclusion K. 3 and K.4. are deleted in their entirety.

IV. Section V. Conditions Amendments

A. Amended Cancellation As To Any Employee

Section V. CONDITIONS, Paragraph A., is deleted in its entirety and replaced with the following:

A. Cancellation as to any **EMPLOYEE**

1. This policy is cancelled as to any **EMPLOYEE**:

a. Immediately upon discovery by:

(i) You; or

(ii) Any of your partners, **MEMBERS, MANAGERS**, officers, directors or trustees not in collusion with the **EMPLOYEE**;

of **THEFT** or any other dishonest act committed by the **EMPLOYEE** whether before or after becoming employed by you, unless the amount of such loss is \$25,000 or less.

2. On the date specified in a notice mailed to the first Named Insured. That date will be at least 60 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Amended Consolidation – Merger Condition

Section V. CONDITIONS, Paragraph E., is deleted in its entirety and replaced with the following:

E. Consolidation – Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons become **EMPLOYEES**, or you acquire the use and control of any additional **PREMISES**:

1. You must give us written notice and obtain our written consent to extend this insurance to such additional **EMPLOYEES** or **PREMISES**. We may condition our consent upon payment of an additional premium;
2. For the first 90 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities, any insurance afforded for **EMPLOYEES** or **PREMISES** also applies to these additional **EMPLOYEES** or **PREMISES** for acts committed or events occurring within this 90-day period, or prior to the end of the policy period, whichever occurs first.

If the consolidation or merger with, or purchase of assets of some other entity exceeds 30% of your assets, we require the insured to notify us within 90 days and provide any

underwriting information the underwriter requires, at which time the underwriter will determine whether coverage will be extended for this transaction and whether an additional premium will apply.

However, we agree to automatically extend such coverage, without the payment of an additional premium for the remainder of the Policy Period, as is afforded under this policy to any consolidation or merger with, or purchase of assets of, some other entity which has less than 30% of your total assets as reflected on your most recent fiscal year-end financial statement.

C. Amended Loss Notice Threshold

Section V. CONDITIONS, Paragraph H., is deleted in its entirety and replaced with the following:

H. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to **MONEY**, **SECURITIES**, or **OTHER PROPERTY** that exceeds 25% of the applicable Deductible Amount, you must:

1. Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreements A1., A2. or B.) involves a violation of law, you must also notify the local law enforcement authorities.
2. Submit to examination under oath at our request and give us a signed statement of your answers.
3. Give us a detailed, sworn proof of loss within 120 days.
4. Cooperate with us in the investigation and settlement of any claim.

V. Definition Amendment

Section VI. DEFINITIONS, Paragraph F. 1 and 2 are deleted in their entirety and replaced with the following:

F. **EMPLOYEE:**

1. Any natural person:
 - a. While in your service or for 90 days after termination of service;
 - b. Whom you compensate directly by salary, wages or commissions; and
 - c. Whom you have the right to direct and control while performing services for you;
2. Any natural person who is furnished temporarily to you:
 - d. To substitute for a permanent **EMPLOYEE** as defined in Paragraph 1. above, who is on leave; or
 - e. To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **PREMISES**.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

CRIME PROTECTION PLUS

A. Condition B. Cancellation of Policy is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(ii) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

a) A material misstatement or misrepresentation; or

b) A failure to comply with underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) The policy was obtained by a material misstatement;

(iii) There has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(iv) There has been a substantial change in the risk covered by the policy; or

(v) The cancellation is for all **INSUREDS** under such policies for a given class of **INSUREDS**.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- a) 10 days before the effective date of cancellation if cancellation is for the reason stated in b.(i) above; or
 - b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in b.(ii), (iii), (iv) or (v) above.
 - 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 - 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. The following is added and supersedes any other provision to the contrary:

Non-Renewal

- 1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of non-renewal, accompanied by the reason for non-renewal, at least 45 days prior to the expiration of this policy.
 - 2. Any notice of non-renewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C. Condition N. Legal Action Against Us is replaced by the following:

N. Legal Action Against Us

You may not bring any legal action against us involving loss:

- 1. Unless you have complied with all the terms of this policy;
- 2. Until 90 days after you have filed proof of loss with us; and
- 3. Unless brought within 5 years from the date you discover the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO POLICYHOLDERS

New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. WARNING: All Workers Compensation Insurance: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

NOTICE TO POLICYHOLDERS

Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The AXA XL insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

NOTICE TO POLICYHOLDERS

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

NOTICE TO POLICYHOLDERS

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions¹. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

NOTICE TO POLICYHOLDERS

FLORIDA

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:**

**1-800-688-1840
AXA XL
677 WASHINGTON BLVD.
10TH FLOOR, SUITE 1000
STAMFORD, CT 06901**

IN WITNESS

GREENWICH INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Lucy Pilko
President



Toni Ann Perkins
Secretary



Regulatory Office:
505 Eagleview Blvd. Suite 100
Dept.: Regulatory
Exton, PA 19341-1120
800-688-1840

COMPANY PROVIDING COVERAGE:
Greenwich Insurance Company

**PREFERRED COMMUNITY ASSOCIATION
PROTECTOR INSURANCE
CERTIFICATE OF INSURANCE**

THIS IS A CLAIMS MADE POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

Certificate Number:	<u>PDO7487020</u>
This Certificate Forms a Part of Master Policy Number:	<u>PDO744000102</u>
Renewal of Certificate Number:	<u>PDO7487020</u>
Renewal of Master Policy Number:	<u>PDO744000104</u>

Item 1. Named Entity: Cypress Chase North Condominium No. 4 Association Inc.
Mailing Address: 4800 N. State Road 7 Suite # 105, Lauderdale Lakes, FL
Physical Address: 3101-3121 NW 47th Terrace, Fort Lauderdale, FL

Item 2. Policy Period:
Inception Date: 06/01/2025 Expiration Date: 06/01/2026
At 12:01 A.M. Standard Time at your Mailing Address Shown Above

Item 3. Limit of Liability:

A. \$ <u>\$1,000,000</u>	Maximum Aggregate Limit of Liability (including Defense Expenses) each Policy Period for all Claims under the Policy
B. \$ <u>\$1,000,000</u>	Maximum Aggregate Defense Expense Limit of Liability each Policy Period for all Claims under the Policy
C. \$ <u>\$100,000</u>	Maximum Aggregate Sublimit of Liability each Policy Period for Defense Expenses for all Wage and Hour Claims

Item 4. Retentions:

A. \$ <u>\$2,500</u>	each Insured Person each Claim under INSURING AGREEMENT I.A.
B. \$ <u>\$2,500</u>	each Claim under INSURING AGREEMENT I.B.

Item 5. Optional Extension Period:
Premium for One Year Optional Extension Period: \$ \$4,224.43
Premium for Two Year Optional Extension Period: \$ N/A

Item 6. Pending and Prior Proceeding Date: 06/01/2024

Item 7. Claim Notices required to be given to the Insurer must be addressed to:

Preferred Property Programs Claims Administration
101 Crawfords Corner Road, Suite 1300, Holmdel, NJ 07733
Telephone: 888-548-2465
Fax: 732-946-0547
Or by email to claims@ppp-quotes.com

Item 8. Premium, Taxes, Surcharges and Fees (as applicable):

Total Certificate of Insurance Premium	\$ 3,543.00
Premium for Certified Acts of Terrorism:	\$ N/A
Taxes, Surcharges or Fees	\$ 35.43

Item 9. Certificate Form and Endorsements Attached at Issuance:

See XAI 300 10 06 Forms Schedule

THIS CERTIFICATE OF INSURANCE AND THE INSURANCE POLICY COVERAGE FORM, WITH THE ENDORSEMENTS, ATTACHMENTS, AND THE **APPLICATION** SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE INSURER AND THE **NAMED ENTITY** RELATING TO THIS INSURANCE.

ENDORSEMENT # 1

This endorsement, effective 12:01 a.m.,06/01/2025 forms a part of
Policy No. PDO7487020 issued to Cypress Chase North Condominium No. 4 Association Inc.
by **GREENWICH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PURCHASING GROUP CONVERSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

1. The Named Entity on the Master Policy Declarations is Preferred Property Program, Inc., Preferred Property Risk Purchasing Group, Inc. The Named Entity on the Certificate of Insurance shall mean the Named Entity, member of the Preferred Property Program, Inc., Preferred Property Risk Purchasing Group, Inc. shown on each individual Certificate of Insurance.
2. The policy period shown on an individual Certificate of Insurance is the period that the insurance is in force for that individual Named Entity, regardless of the policy period of the Master Policy; provided however, that in no event shall the expiration date of the individual Certificate of Insurance be later than the expiration date of the Master Policy.
3. Any reference to policy number in a Schedule, form or endorsement, shall mean the individual Certificate Number.
4. Section **IV. LIMIT OF LIABILITY, RETENTIONS AND INDEMNIFICATION**, Item A. shall apply individually to each Certificate of Insurance.
5. Any Schedule, form or endorsement shown on an individual Certificate of Insurance or made part thereof, only applies to coverage under that Certificate of Insurance.
6. Any notices sent by the Insurer will be sent to the Named Entity shown on the Master Policy declarations, including notice of cancellation or nonrenewal. The policy provisions are amended accordingly.

All other terms and conditions of this policy remain unchanged.

FORMS SCHEDULE

POLICY NUMBER: PDO7487020
POLICY PERIOD: 6/1/2025 to 6/1/2026
NAMED INSURED: Cypress Chase North Condominium No. 4 Association Inc.

Name	Description
PN CW 01 0123	NOTICE TO POLICYHOLDERS FRAUD NOTICE
PN CW 02 0119	NOTICE TO POLICYHOLDERS - PRIVACY POLICY
PN CW 05 0519	NOTICE TO POLICYHOLDERS - U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL "OFAC"
PN FL 03 0524	NOTICE TO POLICYHOLDERS - FLORIDA
IL MP 9104 0124 GIC	IN WITNESS
GXJD 001 0619	PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE CERTIFICATE HOLDER DECLARATIONS
GXJD 418 0619	PURCHASING GROUP CONVERSION ENDORSEMENT
XAI 300 1006	FORMS SCHEDULE
GXJD 050 0420	PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM
GXJD 412 0619	INCREASED RETENTION FOR BREACH OF CONTRACT ENDORSEMENT
GXJD 419 0619	INCREASED RETENTION FOR SPECIFIED CLAIM ENDORSEMENT
GXJD 900 0619	CERTIFIED ACTS OF TERRORISM EXCLUSION
GXJD 901 0619	CONDITIONAL EXCLUSION OF TERRORISM
GXJD 602 0619	SPECIFIED CLAIM, EVENT CIRCUMSTANCE, LITIGATION, PERSON OR ENTITY EXCLUSION ENDORSEMENT
GXJD 617 0523	CYBER EXCLUSION ENDORSEMENT
GXJD 100-FL 0619	FLORIDA AMENDATORY ENDORSEMENT

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

THIS IS A CLAIMS MADE POLICY WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.
PLEASE READ AND REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium, and in reliance on all statements made and information furnished to the Insurer identified in the Declarations (hereinafter the Insurer) including the Application, and subject to all of the terms, conditions and limitations of all of the provisions of this Policy, the Insurer and the Insureds agree as follows:

I. INSURING AGREEMENTS

- A. The Insurer shall pay on behalf of the **Insured Persons Loss** resulting from a **Claim** first made against the **Insured Persons** during the **Policy Period** or, if applicable, the Optional Extension Period, for a **Wrongful Act**, except for **Loss** which the **Insured Organization** is permitted or required to pay on behalf of the **Insured Persons** as indemnification.
- B. The Insurer shall pay on behalf of the **Insured Organization Loss**:
1. which the **Insured Organization** is required or permitted to pay as indemnification to any of the **Insured Persons** resulting from a **Claim** first made against the **Insured Persons**; or
 2. resulting from a **Claim** first made against the **Insured Organization**;
- during the **Policy Period**, or, if applicable, the Optional Extension Period, for a **Wrongful Act**.

II. DEFINITIONS

- A. **Application** means:
1. the application attached to and forming part of this Policy; and
 2. any materials submitted therewith, and any statements made in connection with that application, which shall be retained on file by the Insurer and shall be deemed to be physically attached to this Policy.
- B. **Change In Control** means:
1. the merger or acquisition of the **Named Entity**, or of all or substantially all of its assets by another entity such that the **Named Entity** is not the surviving entity; or
 2. the acquisition by any person, entity or affiliated group of persons or entities of the right to vote, select or appoint more than fifty percent (50%) of the directors of the **Named Entity**.
- C. **Claim** means:
1. any written demand, including any request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, or any such notice seeking monetary or non-monetary relief;
 2. any civil, criminal or administrative adjudicatory proceeding in a court of law or equity or administrative tribunal, or arbitration, mediation or similar alternative dispute resolution proceeding commenced by service of a complaint, filing of notice of charges, or similar document; or

3. any proceeding before the United States Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency, but solely with respect to an **Employment Practices Wrongful Act**.

Claim does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

A Claim is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such Claim. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of any Claim alleging a **Wrongful Act** during the **Policy Period**, but no **Executive Officer** receives written notice of such Claim until after the **Policy Period** has expired, then such Claim will be deemed to have been made on the date such **Insured Person** first received written notice of the Claim.

- D. **Community Association Manager** means any natural person sole proprietor or entity providing real estate property management services to the **Named Entity** or any **Subsidiary** pursuant to a written contract, and only for such services performed as property manager as specifically set forth in such written contract.
- E. **Community Association Manager Employee** means any natural person sole proprietor, director, officer or employee of a **Community Association Manager**, but only in his or her capacity as property manager for the **Named Entity** or any **Subsidiary** pursuant to a written contract with the **Named Entity** or any **Subsidiary**.
- F. **Construction Defect** means any actual or alleged defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of:
 1. faulty or incorrect design or architectural plans;
 2. improper soil testing;
 3. inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence;
 4. the construction, manufacture, fabrication, or assembly of any tangible property;
 5. the failure to provide construction-related goods or services as represented or to pay for such goods or services; or
 6. the supervision, management, or oversight of any of the activities described in (1) through (5) above, including the selection or engagement of any individual or entity to perform such activities.
- G. **Defense Expenses** means all reasonable and necessary legal fees and expenses incurred by the Insurer; or with the consent of the Insurer, any **Insured**, in the defense, investigation or settlement of any **Claim**, including the premium for an appeal bond, attachment bond or similar bond; but will not include applying for or furnishing such bond. Defense Expenses will not include the **Insured Organization's** overhead expenses or any salaries, wages, fees, or benefits of its directors, officers, trustees, employees or volunteers.
- H. **Defense Expense Limit of Liability** means the amount set forth in **Item 3. B.** of the Declarations.
- I. **Employee** means a natural person whose labor or service is engaged by and directed by the **Named Entity** or any **Subsidiary** and:

1. who is on the payroll of the **Named Entity** or any **Subsidiary**, including any full-time, part-time, temporary and seasonal worker; or
2. whose services have been leased by the **Named Entity** or any **Subsidiary**.

Independent contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the alleged **Wrongful Act**.

J. **Employment Practices Wrongful Act** means any of the following actually or allegedly occurring in connection with the claimant's employment or application for employment with the **Named Entity** or any **Subsidiary**:

1. violation of any employment discrimination law;
2. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected right or for engaging in any legally protected activity;
3. sexual harassment or other unlawful harassment in the workplace;
4. wrongful termination;
5. breach of an employment agreement;
6. violation of the Family Medical Leave Act;
7. employment-related misrepresentation;
8. employment-related defamation, including libel or slander, or invasion of privacy;
9. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant perquisites, or tenure;
10. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;
11. employment-related wrongful infliction of emotional distress;
12. negligent hiring, supervision of others, training, or retention; or
13. violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**.

K. **Executive Officer** means, with respect to the **Insured Organization**, any member of the board of directors, board of trustees, board of managers, board of regents, board of governors, or of a similar governing body of the **Insured Organization**, officer, trustee, chairperson, general counsel or director of human resources or equivalent position.

L. **Financial Insolvency** means with respect to the **Named Entity** or any **Subsidiary**, the appointment of a receiver, conservator, liquidator, trustee, or rehabilitator, or any comparable authority; or the inability of the **Named Entity** or any **Subsidiary** financially or under state or federal law to indemnify the **Insured Persons**.

M. **Insured** means the **Insured Persons**, and **Insured Organization**.

N. **Insured Organization** means the **Named Entity**, the **Community Association Manager** and any **Subsidiary** created or acquired on or before the Inception Date set forth in **Item 2.** of the Declarations or during the **Policy Period** and shall include the **Named Entity** and any covered **Subsidiary** as a debtor in possession, as such term is used in Chapter 11 of the United States Bankruptcy Code.

O. **Insured Person** means any natural person who was, is or becomes:

1. any **Executive Officer**;
2. an **Employee**;
3. a **Community Association Manager Employee**;
4. any member of a duly constituted committee of the governing board of the **Named Entity** or any **Subsidiary**;
5. any individual identified above who, at the specific written request of the **Insured Organization**, is serving as a director, officer, trustee, regent, governor, board member, or in an equivalent position, of a **Non-Profit Entity**; or
6. any **Volunteer Worker** for the **Named Entity** or any **Subsidiary**.

In the event of the death, incapacity or bankruptcy of any individual identified above, any **Claim** against the estate, heirs, legal representatives or assigns of such individual for a **Wrongful Act** of such individual will be deemed to be a **Claim** against such individual.

The coverage otherwise available under this Policy to any Insured Person will be extended to such Insured Person's lawful spouse or domestic partner, but only to the extent such spouse or domestic partner is a party to any **Claim** solely in his or her capacity as a spouse or domestic partner of such persons and only for the purposes of any **Claim** seeking damages recoverable from marital community property, property jointly held by any such person and spouse or domestic partner, or property transferred from any such person to the spouse or domestic partner.

P. **Interrelated Wrongful Acts** means any **Wrongful Acts** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any of the same or related or series of related facts, circumstances, situations, transactions or events.

Q. **Loss** means damages, judgments, settlements or other amounts (including pre- and post-judgment interest and punitive or exemplary damages, where insurable by law) in excess of the Retention that the **Insured** is legally obligated to pay, including **Defense Expenses**, whether incurred by the Insurer or incurred by the **Insured** with the Insurer's consent. Loss will not include:

1. matters which are uninsurable under the law pursuant to which this Policy is construed;
2. criminal or civil fines, penalties or taxes imposed by law; provided that this clause Q.2. will not apply to such fines, penalties or taxes that an **Insured Person** is obligated to pay if such fines, penalties or taxes are insurable by law and are imposed in connection with such **Insured Person's** service with respect to an entity included within the definition of **Named Entity** or any **Subsidiary** due to such entity's **Financial Insolvency**;
3. the multiple portion of any multiplied damage award.

NOTE: With respect to judgments in which punitive damages are awarded, the law of the jurisdiction most favorable to the insurability of punitive damages shall control, provided such jurisdiction:

- a. is where such punitive damages were awarded;

- b. is where the **Insured Organization** is incorporated or otherwise organized or has a place of business, or
 - c. is where the Insurer is incorporated or has its principal place of business.
- R. **Named Entity** means the entity named in **Item 1.** of the Declarations.
- S. **Non-Profit Entity** means any non-profit community association board of directors or joint council other than the **Named Entity**, any **Subsidiary**, or any joint council.
- T. **Personal Injury** means false arrest, wrongful detention or imprisonment, malicious prosecution, defamation including libel or slander, invasion of privacy or wrongful entry or eviction.
- U. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in **Item 2.** of the Declarations or to any earlier cancellation date.
- V. **Pollutant** means:
 - 1. any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipal or local counterpart thereof, including, without limitation, solids, liquids, gaseous or thermal irritants or contaminants, or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including any materials to be recycled, reconditioned or reclaimed); or
 - 2. any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products.
- W. **Publishers Liability** means infringement of copyright or trademark, unauthorized use of title, plagiarism or misappropriation of ideas.
- X. **Subsidiary** means:
 - 1. any entity which qualifies as a non-profit entity under Internal Revenue Code Section 501 C.3. and any amendment thereto, during any time in which:
 - a. the **Named Entity** owns, directly or through one or more Subsidiary(ies), more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of such entity's directors; or
 - b. such entity is or was controlled, directly or indirectly, in any combination, by the **Named Entity** or one or more Subsidiary(ies); or
 - 2. any for profit entity; provided that it has been added specifically by endorsement to this Policy.
- Y. **Volunteer Worker** means a person who (1) is not an **Employee** or independent contractor of the **Named Entity** or any **Subsidiary**; (2) donates his or her work and is not paid a fee, salary or other compensation by the **Named Entity** or any **Subsidiary** or anyone else for the work he or she performs for the **Named Entity** or any **Subsidiary**; and (3) acts at the direction of and within the scope of duties determined by the **Named Entity** or any **Subsidiary**.
- Z. **Wage and Hour Claim** means any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of a **Wage and Hour Law** by any **Insured**.

- AA. **Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages, including the payment or provision of overtime, on-call time, minimum wages, meal breaks, or rest breaks, or the classification of employees for the purpose of determining employees' eligibility for compensation under such laws.
- BB. **Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed or attempted by:
1. the **Insured Persons** solely in their capacity as such, or any matter claimed against the **Insured Person** solely by reason of serving in such capacity; or
 2. the **Insured Organization**;
- including but not limited to any **Personal Injury, Publisher's Liability or Employment Practices Wrongful Act**.

III. EXCLUSIONS

- A. **Exclusions Applicable to All Loss.** The Insurer shall not be liable to make any payment for **Loss**, and shall have no duty to defend or pay **Defense Expenses**, in connection with any **Claim** made against an **Insured**:
1. brought about or contributed to in fact by any:
 - a. intentionally dishonest, fraudulent or criminal act or omission or any willful violation of any statute, rule or law; or
 - b. profit or remuneration gained by any **Insured** to which such **Insured** is not legally entitled;as determined by a final adjudication in the underlying action or in a separate action or proceeding;
 2. based upon, directly or indirectly arising out of, or in any way involving any fact, circumstance, situation, transaction, event or **Wrongful Act** which, before the Inception Date of this Policy, was the subject of any notice given under any other management liability insurance policy, directors and officers liability insurance policy, employment practices liability insurance policy, or any similar insurance policy, including any insurance policy affording coverage for **Personal Injury or Publisher's Liability**;
 3. based upon, directly or indirectly arising out of, or in any way involving any:
 - a. actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person; provided, however, that this exclusion shall not apply to allegations of emotional distress or mental anguish with respect to a **Claim** for an **Employment Practice Wrongful Act**;
 - b. damage to tangible property; loss of use, or destruction or deterioration of any tangible property; or failure to supervise, repair or maintain tangible property; provided, however, this exclusion shall not apply to **Defense Expenses** with respect to **Claims** for decisions by the board of directors or other duly constituted governing board of the **Named Entity** or any committee thereof:
 - i. to impose assessments upon residents, unit owners or members of the **Named Entity**; or

- ii. in approving or rejecting any request to make physical changes to tangible property, but in no event shall coverage apply to decisions relating to the execution or quality of such physical changes;
- 4. based upon, directly or indirectly arising out of, or in any way involving any actual, alleged or threatened discharge, dispersal, release, escape, seepage, transportation, emission, treatment, removal or disposal of any **Pollutant**, or any actual or alleged direction, request or voluntary decision to test for, abate, monitor, clean up, recycle, remove, recondition, reclaim, contain, treat, detoxify or neutralize **Pollutants**; provided, however, that this exclusion will not apply to any **Claim** for an **Employment Practices Wrongful Act** specifically alleging retaliatory treatment;
- 5. based upon, directly or indirectly arising out of, or in any way involving any nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material;
- 6. based upon, directly or indirectly arising out of, or in any way involving any fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding which was brought prior to the applicable Pending and Prior Proceeding Date set forth in **Item 6.** of the Declarations;
- 7. by or on behalf of, at the direction of, or in the name or right of the **Named Entity** or any **Subsidiary** against any **Community Association Manager** or **Community Association Manager Employee**;
- 8. for any **Wrongful Act** by any **Insured Person** in the discharge of their duties in their capacities as, or solely by reason of their status as, directors, officers, trustees, regents, governors or employees of any entity other than the **Named Entity** or any **Subsidiary**, even if directed or requested by the **Named Entity** or any **Subsidiary** to serve as directors, officers, trustees, regents, governors or employees of such other entity; provided, however, that this exclusion shall not apply to any **Insured Person** representing the **Named Entity** with respect to a **Non-Profit Entity**;
- 9. based upon, directly or indirectly arising out of, or in any way involving any **Construction Defect**;
- 10. for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an employee or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act** specifically alleging retaliatory treatment;
- 11. for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation or for any violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion shall not apply to **Claims** for **Employment Practices Wrongful Acts**;

- a. specifically alleging retaliatory treatment or violation of the Equal Pay Act; or
 - b. with respect to any **Wage and Hour Claim, Defense Expenses** in an amount not to exceed the sublimit set forth in **Item 3.C.** of the Declarations;
 - 12. based upon, directly or indirectly arising out of, or in any way involving any **Wrongful Act** by an entity that is or was a **Subsidiary**, or any **Insured Person** of such entity, occurring at any time during which such entity was not a **Subsidiary**;
 - 13. based upon, directly or indirectly arising out of, or in any way involving:
 - a. any actual or alleged misfeasance, malfeasance, or any other misconduct of a builder, developer or sponsor of the **Named Entity**; or
 - b. any **Insured** in his, her, or its respective capacity as a builder, developer or sponsor of the **Named Entity** after the end of the **Policy Period** in which such builder, developer or sponsor ceases to serve on the board of directors of the **Named Entity**;
 - 14. by or on behalf of an employee of the **Community Association Manager** for any employment-related **Wrongful Act**;
- B. **Exclusions Applicable to Loss Other than Defense Expenses.** The Insurer shall not be liable to make any payment for **Loss**, other than **Defense Expenses**, in connection with any **Claim** made against an **Insured**:
- 1. for any **Claim** for liability under or breach of any oral, written, or implied contract or agreement, including any liability of others assumed by an **Insured** under any such contract or agreement; provided that this exclusion will not apply: (a) to any **Claim** alleging an **Employment Practices Wrongful Act**; or (b) to the extent that the **Insured** would have been liable in the absence of such contract or agreement; or
 - 2. for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

No fact pertaining to or knowledge or information possessed by any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the exclusions set forth in Section **III. EXCLUSIONS** A. and B. above. Only facts pertaining to or knowledge or information possessed by any **Executive Officer** of the **Insured Organization** will be imputed to the **Insured Organization** for purposes of applying any exclusion in Section **III. EXCLUSIONS** A. and B. above.

IV. LIMIT OF LIABILITY, RETENTIONS AND INDEMNIFICATION

- A. The amount set forth in **Item 3.A.** of the Declarations shall be the Maximum Aggregate Limit of Liability of the Insurer under the Policy for all **Loss**, including **Defense Expenses**, from all **Claims** made or deemed made under the Policy.

- B. **Defense Expenses** incurred by the Insurer in defense of a **Claim** will first be applied to the **Defense Expense Limit of Liability** set forth in **Item 3.B.** of the Declarations. The **Defense Expense Limit of Liability** is in addition to, and not part of, the Limit of Liability set forth in **Item 3.A.** of the Declarations. If and when such **Defense Expense Limit of Liability** is exhausted by payment of **Defense Expenses** incurred in connection with any one **Claim** or multiple **Claims**, then and in that event only, shall any remaining or continuing **Defense Expenses** be applied to the applicable limit of liability for **Loss** set forth in **Item 3.A.** of the Declarations; and such payment of **Defense Expenses** will then reduce and may exhaust the Maximum Aggregate Limit of Liability set forth in **Item 3.A.** of the Declarations.
- C. The maximum limit of liability of the Insurer for **Defense Expenses** associated with all **Wage and Hour Claims** shall not exceed the Sublimit of Liability set forth in **Item 3.C.** of the Declaration, which amount is included within, and is not in addition to, any applicable limit of liability, including the **Defense Expense Limit of Liability**.
- D. Regardless whether the **Defense Expense Limit of Liability** has been exhausted, if the amount set forth in **Item 3.A.** of the Declarations is exhausted by the payment of **Loss**, the premium for this Policy will be fully earned, all obligations of the Insurer under this Policy will be completely fulfilled and exhausted, including any duty to defend, and the Insurer will have no further obligation of any kind or nature whatsoever under this Policy.
- E. With respect to a **Claim** under this Policy, the Insurer shall only pay **Loss** which is in excess of the amount set forth in **Item 4.** of the Declarations as the Retention applicable to each **Claim** under this Policy. The **Insured** will bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**. If different Retentions are applicable to different parts of any **Loss** under this Policy, the applicable Retention will be applied separately to each part of such **Loss**, and the sum of such Retentions will not exceed the largest applicable Retention set forth in **Item 4.** of the Declarations.
- F. With respect to the **Named Entity's** indemnification of its **Insured Persons**, the certificate of incorporation, charter, by-laws, articles of association, or other organizational documents of the **Named Entity** and each **Subsidiary** will be deemed to provide indemnification to the **Insured Persons** to the fullest extent permitted by law.
- G. With respect to any **Non-Profit Entity's** indemnification of any **Insured Person**, the certificate of incorporation, charter, by-laws, articles of association, or other organizational documents of such **Non-Profit Entity** will be deemed to provide indemnification to the **Insured Person** to the fullest extent permitted by law.
- H. The Retention applicable to **I. INSURING AGREEMENT B.1.** shall apply to any **Loss** as to which indemnification by the **Named Entity** is legally permissible, whether or not actual indemnification is made unless such indemnification is not made by the **Named Entity** solely by reason of its **Financial Insolvency**. In the event of **Financial Insolvency**, the Retention applicable to **I. INSURING AGREEMENT A.** shall apply.
- I. The Insurer, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Insurer any amounts so paid.

V. DEFENSE, SETTLEMENT AND ALLOCATION OF LOSS

- A. The Insurer has the right and duty to defend any **Claim** against any **Insured** covered under this Policy, even if such **Claim** is false, fraudulent or groundless. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.
- B. If both **Loss** covered by this Policy and **Loss** not covered by this Policy are incurred, either because a **Claim** made against an **Insured** contains both covered and uncovered matters, or because a **Claim** is made against both an **Insured** and others not insured under this Policy, the **Insureds** and the Insurer will allocate such amounts as follows:

1. one hundred percent (100%) of **Defense Expenses** incurred will be allocated to covered **Loss**; and
 2. losses other than **Defense Expenses** will be allocated between covered **Loss** and uncovered loss on the basis of the relative legal exposures of the parties to covered and uncovered matters.
- C. In the event that an agreement cannot be reached between the Insurer and the **Insured** as to an allocation of **Loss**, as described in clause B.1. above, then the Insurer shall advance that portion of **Loss** which the **Insured** and the Insurer agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this Policy and applicable law.
- D. No **Insured** may incur any **Defense Expenses** or admit any liability for, make any settlement offer with respect to, or settle any **Claim** without the Insurer's consent, such consent not to be unreasonably withheld. The Insurer will have the right to make investigations and conduct negotiations and, with the consent of the **Insured**, enter into such settlement of any **Claim** as the Insurer deems appropriate. If the **Insured** refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the limit of liability applicable to such **Claim** for all **Loss** including **Defense Expenses** under this Policy shall be reduced to:
1. the amount of the proposed settlement plus **Defense Expenses** incurred up to the date of the **Insured's** refusal to consent to the proposed settlement of such **Claim**;

plus:
 2. eighty percent (80%) of any **Loss**, including **Defense Expenses**, in excess of the amount referenced in paragraph D.1. above, incurred in connection with such **Claim**. The remaining twenty percent (20%) of any **Loss**, including **Defense Expenses**, in excess of the amount referenced in paragraph D.1. above will be borne uninsured and at the **Insured's** own risk; which amount shall not exceed the remainder of the applicable limit of liability specified in **Item 3.** of the Declarations.
- E. The Insurer will have no obligation to pay **Loss** or to defend or continue to defend any **Claim** after the Maximum Aggregate Limit of Liability for the Policy as set forth in **Item 3.A.** of the Declarations is exhausted by the payment of **Loss**.

VI. GENERAL CONDITIONS

A. NOTICE

1. As a condition precedent to any right to payment under this Policy with respect to any **Claim**, the **Insured** shall give written notice to the Insurer of any **Claim** as soon as practicable after it is first made, but in no event later than sixty (60) days after the expiration date of the **Policy Period**, or if exercised, during the Optional Extension Period. The **Insured** agrees to give the Insurer such information, assistance and cooperation as it may reasonably require.
2. If, during the **Policy Period**, the **Insured** first becomes aware of a specific **Wrongful Act**, and if, during the **Policy Period**, the **Insured**:
 - a. provides the Insurer with written notice of the specific **Wrongful Act**, the consequences which have resulted or may result therefrom (including but not limited to actual or potential damages), the identities of the potential claimants, and the circumstances by which the **Insured** first became aware of such **Wrongful Act**; and
 - b. requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act**; then any **Claim** subsequently made arising out of such **Wrongful Act** will be treated as if it had been first made during the **Policy Period**.

3. All notices under Section **VI A.1.** and 2. above must be sent by:
 - a. first class U.S. mail, overnight mail or the equivalent to the address set forth in **Item 7.** of the Declarations: Attention Claim Department; or
 - b. electronic mail (email) to the address shown in **Item 7.** of the Declarations.

B. INTERRELATED CLAIMS

All **Claims** arising from the same **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the time at which the earliest such **Claim** is made or deemed to have been made pursuant to **GENERAL CONDITIONS A.1.** above or **GENERAL CONDITIONS A.2.**, if applicable.

C. OTHER INSURANCE AND SERVICE IN CONNECTION WITH NON-PROFIT ENTITIES

1. All **Loss** payable under this Policy will be specifically excess of and will not contribute with any other insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically excess of this Policy. This Policy will not be subject to the terms of any other insurance policy.
2. All coverage under this Policy for **Loss** from **Claims** made against the **Insured Persons** while acting in their capacity as a director, officer, trustee, regent, governor or equivalent position of a **Non-Profit Entity** will be specifically excess of and will not contribute with, any other insurance or indemnification available to such **Insured Person** from such **Non-Profit Entity** by reason of their service as such.

D. MERGERS AND ACQUISITIONS (CHANGES IN EXPOSURE OR CONTROL)

1. If, during the **Policy Period**, the **Named Entity** acquires any assets, acquires a **Subsidiary**, or acquires or forms any entity by merger, consolidation or otherwise, or assumes any liability of another entity (an "Acquired Entity"), coverage shall be provided for any **Loss** resulting from **Claims** first made against the Acquired Entity, including its **Insureds** after the acquisition and during the **Policy Period** or, if applicable, the Optional Extension Period, solely for **Wrongful Acts** committed or allegedly committed after such acquisition;
2. If, however, by reason of the transaction (or series of transactions) described in D.1. above, the Acquired Entity exceeds thirty five percent (35%) of the total assets of the **Named Entity** as represented in the most recent audited consolidated financial statements of the **Named Entity**, coverage, as set forth in clause D.1. above, shall be provided only for a period of ninety (90) days after such transaction (or series of transactions) or until the Policy Expiration Date, whichever is earlier, for any **Loss** resulting from **Claims** first made against the Acquired Entity, including its **Insureds** after the acquisition and during the **Policy Period** or, if applicable, the Optional Extension Period, for **Wrongful Acts** committed or allegedly committed after such acquisition. Coverage thereafter will be provided only if:
 - a. the Insurer receives written notice containing full details of the transaction(s) within ninety (90) days of the effective date of the transaction; and
 - b. the Insurer specifically agrees by written endorsement to provide coverage with respect to such Acquired Entity, and the **Insured** has accepted any additional terms, conditions and limitations of coverage, and agrees to pay any additional premium that the Insurer in its sole discretion, shall deem appropriate.

3. If, during the **Policy Period**, any entity ceases to be a **Subsidiary**, the coverage provided under this Policy shall continue to apply to such entity and to the **Insured Persons** who, because of their service with such **Subsidiary**, were covered under this Policy, but only with respect to a **Claim** for a **Wrongful Act** committed or allegedly committed prior to the time such **Subsidiary** ceased to be a **Subsidiary** of the **Named Entity**.
4. If, during the **Policy Period**, there is a **Change in Control**, the coverage provided under this Policy shall continue to apply but only with respect to a **Claim** for a **Wrongful Act** solely committed or allegedly committed, prior to the **Change in Control**; and
 - a. no coverage will be available under this Policy for any **Claim** for a **Wrongful Act** committed subsequent to the **Change in Control**; and
 - b. the entire premium for the Policy will be deemed to be fully earned immediately upon the consummation of a **Change in Control**.

E. CANCELLATION AND RENEWAL OF COVERAGE

1. Except for the nonpayment of premium, as set forth in clause E.2. below, the **Named Entity** has the exclusive right to cancel this Policy prior to the Policy Expiration Date set forth in **Item 2.** of the Declarations. Cancellation may be effected by mailing to the Insurer written notice when such cancellation shall be effective, provided the date of cancellation is not later than the date such notice is received by the Insurer. In such event, the Insurer shall retain the customary short rate portion of the earned premium. Return or tender of the unearned premium is not a condition of cancellation.
2. The Insurer may only cancel this Policy for nonpayment of premium. The Insurer will deliver, or mail written notice stating when the Policy will be canceled. Notice of cancellation will be sent to the **Named Entity** and the agent of record for the **Insured**, if applicable.
3. The Insurer is under no obligation to renew this Policy upon its expiration. Once the Insurer chooses to non-renew this Policy, the Insurer will deliver or mail to the **Named Entity** written notice stating such at least thirty (30) days before the Policy Expiration Date set forth in **Item 2.** of the Declarations.

F. OPTIONAL EXTENSION PERIOD

1. If either the **Named Entity** or the Insurer does not renew this Policy, the **Named Entity** shall have the right, upon payment of the applicable additional premium set forth in **Item 5.** of the Declarations, to an extension of the coverage provided by this Policy with respect only to any **Claim** first made during the period of time after the Policy Expiration Date, but only with respect to **Wrongful Acts** occurring prior to the Policy Expiration Date.
2. As a condition precedent to the right to purchase the Optional Extension Period the total premium for this Policy must have been paid in full. The right of the **Named Entity** to purchase the Optional Extension Period will be immediately terminated if the Insurer does not receive written notice by the **Named Entity** advising it wishes to purchase the Optional Extension Period together with full payment of the premium for the Optional Extension Period within thirty (30) days after the Policy Expiration Date.
3. If the **Named Entity** elects to purchase the Optional Extension Period as set forth in clause F.1. and Clause F.2. above, the entire premium for the Optional Extension Period will be deemed to be fully earned at the Inception Date of the Optional Extension Period.
4. The purchase of the Optional Extension Period will not in any way increase the Limits of Liability set forth in **Item 3.** of the Declarations, and the Limits of Liability with respect to **Claims** made during the Optional Extension Period shall be part of and not in addition to the applicable Limits of Liability for **Claims** made during the **Policy Period**.

G. **ASSISTANCE, COOPERATION AND SUBROGATION**

1. The **Insureds** agree to provide the Insurer with all information, assistance and cooperation that the Insurer may reasonably request, and further agree that it will do nothing which in any way increases the Insurer's exposure under this Policy or in any way prejudices the Insurer's potential or actual rights of recovery.
2. In the event of any payment under this Policy, the Insurer shall be subrogated to all of the potential or actual rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and will do everything necessary to secure such rights including but not limited to the execution of such documents as are necessary to enable the Insurer to effectively bring suit in their name and will provide all other assistance and cooperation which the Insurer may reasonably require.

H. **REPRESENTATION CLAUSE**

The **Insured** represents that the statements and particulars contained in the **Application** are true, accurate and complete, and agree that this Policy is issued in reliance on the truth of that representation, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy.

If any statement or representation in the **Application** is untrue, this Policy is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in **Item 2.** of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this Policy, contained any such untrue statement or representation.

I. **ACTION AGAINST THE INSURER, ASSIGNMENT, AND CHANGES TO THE POLICY**

1. No action may be taken against the Insurer unless, as a condition precedent thereto:
 - a. there has been full compliance with all of the terms and conditions of this Policy; and
 - b. the amount of the obligation of the **Insured** has been finally determined either by judgment against the Insured after actual trial, by summary judgment against the **Insured**, or by written agreement of the **Insured**, the claimant and the Insurer.
2. Nothing contained herein shall give any person or entity any right to join the Insurer as a party to any **Claim** against the Insurer to determine their liability, nor may the **Insured** implead the Insurer in any **Claim**.
3. Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed hereon.

4. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer will not cause a waiver or change in any part of this Policy or prevent the Insurer from asserting any right under the terms, conditions and limitations of this Policy. The terms, conditions and limitations of this Policy may only be waived or changed by written endorsement signed by the Insurer.

J. AUTHORIZATION AND NOTICES

It is understood and agreed that the **Named Entity** will act on behalf of the **Insureds** with respect to:

1. the payment of the premiums;
2. the receiving of any return premiums that may become due under this Policy;
3. the giving of all notices to the Insurer as provided herein; and
4. the receiving of all notices from the Insurer.

K. PRIORITY OF PAYMENT

In the event of **Loss**, other than **Defense Expenses**, from any **Claim** made against both an **Insured Person(s)** and the **Insured Organization**, then the following shall apply:

1. If such **Loss** exceeds the remaining available Limit of Liability set forth in **Item 3.** of the Declarations:
 - a. the Insurer will first pay **Loss** from such **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is not legally permissible or is not made solely by reason of the **Insured Organization's Financial Insolvency**; then
 - b. to the extent that any amount of the applicable Limit of Liability shall remain available, the Insurer shall pay **Loss** from such **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is legally permissible and/or made against the **Insured Organization**, as applicable.
2. In all events (including those described in clause K. 1. above), upon the written request of the **Named Entity**:
 - a. the Insurer will first pay **Loss** from any **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is not legally permissible or is not made solely by reason of the **Insured Organization's Financial Insolvency**; then
 - b. to the extent that any amount of the applicable Limit of Liability shall remain available, the Insurer shall either pay or withhold payment of **Loss** from such **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is legally permissible and/or made against the **Insured Organization**, as applicable, all as requested by the **Named Entity**.

If the **Named Entity** requests that the Insurer withhold payment of **Loss**, as provided in clause 2.b. above, the Insurer shall continue to withhold payment unless and until the **Named Insured** shall request the Insurer either to release such payment to the **Insured Organization** on account of such **Claim**, or apply such payment to covered **Loss** from any future **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is not legally permissible or is not made solely by reason of the **Insured Organization's Financial Insolvency**.

L. **COVERAGE TERRITORY**

Coverage under this policy is limited to the United States of America.

M. **BANKRUPTCY – WAIVER OF AUTOMATIC STAY**

If a liquidation or reorganization proceeding is commenced by any **Insured Organization** (whether voluntarily or involuntarily) under Title 11 of the United States Code, as amended, or any similar state, local or foreign law ("Bankruptcy Law"), then with respect to a covered **Claim**, the **Insureds** hereby:

1. waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this Policy under such Bankruptcy Law; and
2. agree not to oppose or object to any efforts by the Insurer or any **Insured** to obtain relief from any stay or injunction applicable to the proceeds of this Policy as a result of the commencement of such liquidation or reorganization proceeding.

N. **ENTIRE AGREEMENT**

The **Insured** agrees that the Declarations, Policy, including the endorsements, attachments and the **Application** shall constitute the entire agreement between the Insurer or any of its agents and the **Insured** relating to this insurance.

ENDORSEMENT # 2

This endorsement, effective 12:01 a.m.,06/01/2025 forms a part of
Policy No. PDO7487020 issued to Cypress Chase North Condominium No. 4 Association Inc.
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCREASED RETENTION FOR BREACH OF CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

1. **Item 4.** of the Declarations is amended to include the following:

Breach of Contract Claim Retention:

\$ 25,000.00 for all **Breach of Contract Claims** under Insuring Agreement A.
\$ 25,000.00 for all **Breach of Contract Claims** under Insuring Agreement B.

2. Section **II. DEFINITIONS** is amended to include the following:

Breach of Contract Claim means any **Claim** for liability under or breach of any oral, written, or implied contract or agreement or any liability of others assumed by an **Insured** under any oral, written or implied contract or agreement; provided that Breach of Contract Claim does not include:

- a. Any liability under or breach of any employment agreement; or
- b. Such liability or breach to the extent that the **Insured Organization** would have been liable in the absence of such contract or agreement.

3. The following is added to Section **IV. LIMIT OF LIABILITY, RETENTIONS AND INDEMNIFICATION**

The Retention for each **Claim** set forth in **Item 4.** of the Declarations will not apply to any **Breach of Contract Claim** under the Policy, and instead, the Retention for each **Breach of Contract Claim** will be the **Breach of Contract Claim** Retention for each **Breach of Contract Claim** set forth in **Item 4.** of the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 3

This endorsement, effective 12:01 a.m.,06/01/2025 forms a part of
Policy No. PDO7487020 issued to Cypress Chase North Condominium No. 4 Association Inc.
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCREASED RETENTION FOR SPECIFIED CLAIM ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

1. **Item 4.** of the Declarations is amended to include the following:

Specified Claim Retention:

\$ 10,000.00 for all **Specified Claims** under Insuring Agreement A.
\$ 10,000.00 for all **Specified Claims** under Insuring Agreement B.

2. Section **II. DEFINITIONS** is amended to include the following:

Specified Claim means any **Claim** based upon, directly or indirectly arising out of, or in any way involving any

milestone inspection or recertification process or assessment (special or other) passed to pay for any milestone inspection or recertification process.

3. The following is added to section **IV. LIMIT OF LIABILITY, RETENTIONS AND INDEMNIFICATION**

The Retention for each **Claim** set forth in **Item 4.** of the Declarations will not apply to any **Specified Claim** under the Policy, and instead, the Retention for each **Specified Claim** will be the **Specified Claim** Retention for each **Specified Claim** set forth in **Item 4.** of the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 4

This endorsement, effective 12:01 a.m., 06/01/2025 forms a part of

Policy No. PDO7487020 issued to Cypress Chase North Condominium No. 4 Association Inc.

By **Greenwich Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

1. Section **II. DEFINITIONS** is amended to include the following solely for the purposes of this endorsement:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provision of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a Certified Act of Terrorism include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United State or to influence the policy or affect the conduct of the United States Government by coercion.
3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any **Loss** that is otherwise excluded under the policy.

2. Section **III. EXCLUSIONS** is amended to include the following exclusion:

Exclusion of Certified Acts of Terrorism

The Insurer shall not be liable to make any payment for **Loss** and shall have no duty to defend or pay **Defense Expenses**, in connection with any **Claim** made against an **Insured** based upon, directly or indirectly arising out of, or in any way involving any **Certified Act of Terrorism**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 5

This endorsement, effective 12:01 a.m., 06/01/2025 forms a part of

Policy No. PDO7487020 issued to Cypress Chase North Condominium No. 4 Association Inc.

By **Greenwich Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. However, if your Policy (meaning the Policy Period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date this Policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to the Insured and with revisions that:
 - (1) Increase the Insurer's statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses the Insurer must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this Policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this Policy that addresses certified acts of terrorism but only with respect to an incident(s) of terrorism (however defined) which results in a Claim first being made against an Insured on or after the date when the provisions of this endorsement become applicable; and
 - b. Remain applicable unless the Insurer notifies the Named Entity of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this Policy, that addresses certified acts of terrorism, will continue in effect unless we notify the Named Entity of changes to that endorsement in response to federal law.

B. The following definition is added to the Definitions section and applies under this endorsement wherever the term **terrorism** is in bold font:

1. **Terrorism** means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added to the Exclusions section:

Exclusion Of Terrorism

We will not pay for any Loss caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. Any Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such Loss. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty (50) or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **terrorism** which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **terrorism**, there is no coverage under this Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any Loss that is otherwise excluded under this Policy.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 6

This endorsement, effective 12:01 a.m.,06/01/2025 forms a part of
Policy No. PDO7487020 issued to Cypress Chase North Condominium No. 4 Association Inc.
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED CLAIM, EVENT CIRCUMSTANCE, LITIGATION, PERSON OR ENTITY EXCLUSION
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

The following is added to Section **III. EXCLUSIONS**, A. **Exclusions Applicable to All Loss**

Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving Philadelphia Insurance Companies Claim No. PHGG23061587949 filed by Edeze Laguerre on or about 05/31/2023.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 7

This endorsement, effective 12:01 a.m., 06/01/2025 forms a part of
Policy No. PDO7487020 issued to Cypress Chase North Condominium No. 4 Association Inc.
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

Section **III. EXCLUSIONS**, Item A. **Exclusions Applicable to All Loss** is amended to include the following:

1. This Policy shall not apply to any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a:
 - a. **Cyber Act;**
 - b. **Cyber Incident;** or
 - c. **Data Breach.**
2. For the purposes of this endorsement, the following terms shall have the meanings set forth below:
 - a. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
 - b. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
 - c. **Cyber Incident** means:
 - i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
 - d. **"Data Breach"** means:
 - i. the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or

- ii. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.
- e. **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, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 8

This endorsement, effective 12:01 a.m.,06/01/2025 forms a part of
Policy No. PDO7487020 issued to Cypress Chase North Condominium No. 4 Association Inc.
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

Section **VI. GENERAL CONDITIONS, E. CANCELLATION AND RENEWAL OF COVERAGE**, Item 1. is deleted in its entirety and replaced by the following:

1. Except for the nonpayment of premium, as set forth in clause E.2. below, the **Named Entity** has the exclusive right to cancel this Policy prior to the Policy Expiration Date set forth in **Item 2.** of the Declarations. Cancellation may be effected by mailing to the Insurer written notice when such cancellation shall be effective, provided the date of cancellation is not later than the date such notice is received by the Insurer. In such event, the Insurer shall retain the customary short rate portion of the earned premium. The customary short rate return premium will be calculated by multiplying the pro rata unearned premium by ninety percent (90%). Return or tender of the unearned premium is not a condition of cancellation.

All other terms and conditions of this policy remain unchanged.

POLICY CHANGE ENDORSEMENT

End # 1

This policy is amended to include the following "terms". All other "terms" apply, except as amended by this endorsement. This endorsement forms part of the policy numbered below.

Policy No. 02-CGL-104685-03 Company Shield Indemnity Incorporated
Cypress Chase North Condominium No 4 Association, Inc.
Insured

Address (as shown on declarations) c/o Phoenix Mgmt. Services
4800 N State Road 7, Suite 105
Lauderdale Lakes FL 33319

Effective Date of Endorsement: 06/01/2025 at 12:01 A.M. Standard Time at the address shown above.

Policy Period: From 06/01/2025 to 06/01/2026

TYPE OF POLICY CHANGE(S)			
	Change Insured's Name		Change Insured's Mailing Address
	Change Policy Number		Change Effective/Expiration Date
	Change Insured's Legal Status/Business of Insured		Change Cancellation Date
	Add/Remove Mortgagee		Add/Remove Loss Payee
	Add/Remove Coverage Forms		Add/Remove Additional Insured
	Add/Remove Description Classification/Class Codes		Add/Remove Endorsement
	Add/Remove Location		Change in Deductible
	Change in Limit		Add/Remove Exposure

IS (ARE) CHANGED TO READ:

In consideration of no additional premium, Hired and Non Owned Auto Coverage is added to the policy with a limit of \$1,000,000.

All other terms and conditions apply.

PREMIUM ADJUSTMENT

Additional Premium

Return Premium

Due at Endorsement Effective Date: \$ 0.00

\$ 0.00

Patrick Roberts

Authorized Representative Signature



**State of Florida
Policy Cover Page**

Named Insured: Cypress Chase North Condominium No. 4 Association, Inc.

Policy Number: 02-CGL-104685-03

Policy Period: Effective From 6/1/2025 To: 6/1/2026

Surplus Lines Agent's Name: Edward P. Jackson

Surplus Lines Agent's Address: 6951 W. Sunrise Blvd.
Plantation, FL 33313

Surplus Lines Agent's License: A128903

Producing Agent's Name: Alan Paul Adams

Producing Agent's Address: 2255 Glades Rd
Suite 240W
Boca Raton, FL 33431

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Total Premium: \$31,599.00

Fees: Policy Fee \$500.00

Insp Fee \$175.00

Surplus Lines Tax: \$1,594.34

Service Office Fee: \$19.36

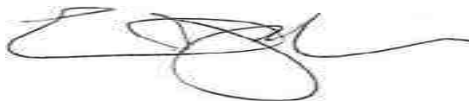
FEMA Surcharge:

FHCF

CPIE:

Total: \$33,887.70

Surplus Lines Agent's Countersignature:



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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and/or Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

UNIVERSAL SHIELD INSURANCE GROUP AND ITS MEMBER COMPANIES,
UNIVERSAL FIRE & CASUALTY INSURANCE COMPANY
AND
SHIELD INDEMNITY, INC

PRIVACY & SECURITY POLICY

Universal Shield Insurance Group, Inc. (“USIG”), Universal Fire & Casualty Insurance Company (“UFCIC”), and Shield Indemnity Inc. (“Shield”), (collectively, the “Company”, “we”, “us”, or “our”) is committed to safeguarding your privacy. This Privacy Policy sets out the Company’s personal information collection and sharing practices in relation to the personal information that we collect and use for the administration of insurance policies, reinsurance contracts and the provision of services.

This Privacy Policy describes how we handle personal information that we collect from various sources, including:

- information we receive from you on applications, customer feedback and survey responses, or other forms, telephone recordings with our representatives, and call centers
- information about your transactions with us, our affiliates, or others
- information we receive from you when you use our website, social media pages, or apps
- information we receive from other third parties, such as agents, producers, consumer reporting agencies, service providers, inspection agencies, or publicly
- available information from social media services, or governmental agencies
- information we receive for recruitment purposes, this includes information that you or your recruitment agency supply in relation to your candidacy (e.g., your CV, application form) pre-offer, and background checks (administered by a third party) post-offer

INFORMATION WE MAY COLLECT ABOUT YOU

The types of personal information we collect, and share depends on the product or service you have with us. This information can include the following:

- your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e., Social Security or FEIN, driver’s license or other license number) employment, education, occupation
- your policy coverage, claims, premiums, and payment history from your dealings with us, our affiliates, or others
- your financial history from other insurance companies, financial organizations or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account number and account details, credit history and credit scores, assets and income and other financial information
- your medical history and records
- your browsing history, search history, information on your interaction with our website, your application, or advertisement

- other personal information required in order for us to provide products and services that you have requested

Personal information does not include:

- publicly available information from government records
- de-identified or aggregated consumer information

WHY WE COLLECT INFORMATION ABOUT YOU

We may process personal information for certain legitimate or lawful purposes in some or all of the following ways:

- to correspond with clients, beneficiaries and claimants in order to facilitate the insurance policies or services
- to maintain our accounts and records
- to defend or make claims
- for recruitment purposes
- for the performance of a contract with you or to take steps to enter into a contract
- to comply with a legal obligation
- to comply with law enforcement, court, and regulatory bodies' requirement
- to identify and prevent fraud
- to modify, personalize or otherwise improve our services or communications
- to gather market intelligence, communicate with and tailor offers to individuals
- for training and quality purposes
- to enhance the security of our network and information systems
- for the performance of a task carried out in the public interest or in the exercise of an official authority

HOW WE MAY USE YOUR PERSONAL INFORMATION

We may use your personal information in the following ways:

- to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud
- to identify you and to carry out any identity checks as may be required by applicable law and best practice at any given time
- to recover any payments due to us and where necessary to enforce such recovery through the engagement of debt collection agencies or taking other legal action
- to analyze it in order to understand the service we provide and in order to improve our business
- to manage our infrastructure, business operations and comply with internal policies and procedures
- to notify you about changes to our products or services
- to comply with applicable laws and regulatory obligations
- to monitor calls and transactions to ensure service quality, compliance with procedures

- to carry out background and reference checks, in relation to recruitment specifically
- to provide you with information about the online services or required notices

SHARING YOUR PERSONAL INFORMATION

We use and share your personal information with affiliated and non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law.

We may disclose personal information about you to the following types of third parties:

- service providers, such as insurance agents and/ or brokers, claims adjusters, or reinsurers
- governmental authorities and non-affiliated third parties as permitted by law

We restrict access to personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We train our employees to safeguard personal information. We maintain reasonable physical, electronic, and procedural safeguards to guard your personal information in accordance with applicable data protection laws.

Do Not Track signals: We do not support this at this time. This practice may be revised in the future.

SOCIAL SECURITY NUMBERS

We protect the confidentiality of your Social Security number by reasonable physical, electronic, and procedural safeguards as required by law.

CHILDREN'S PRIVACY

We do not knowingly collect personal information from minors, including children under the age of 13. Our products, services, and website are not intended for use by minors.

LINKS TO OTHER WEBSITES

This website may contain links to other third-party websites. If you follow a link to any of those third-party websites, please note that they have their own privacy policies and that we do not accept any responsibility or liability for their policies or processing of your personal information.

FOR RESIDENTS OF AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, AND VA

Under state law, under certain circumstances, you have the right to access and request correction, amendment, or deletion of your personal information that we have collected from or about you. To do so, contact your agent, or contact us at info@ufcic.com, or call (800) 874-8742, or write to Universal Shield Insurance Group 2850 Dixie Hwy Ste 100, Waterford, MI 48328.

CHANGES TO OUR PRIVACY POLICY

We reserve the right to amend this Privacy Policy at our discretion and at any time. When we make changes to this Privacy Policy, we will post the updated policy on our website(s) and update the policy effective date. Your continued use of our website(s) following the posting of changes constitutes your acceptance of such changes.

For further information, please contact us at info@ufcic.com, or call (800) 874-8742, or write to Universal Shield Insurance Group, 2850 Dixie Hwy. Suite 100 Waterford, MI 48328

FOR RESIDENTS OF CALIFORNIA

This Privacy Policy for California Residents supplements the information contained above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA"), in addition to any affiliated CCPA regulations issued by the California Attorney General, and any terms defined in the CCPA have the same meaning when used in this notice.

The categories of personal information we have collected from consumers within the last twelve (12) months includes the following:

Category	Description	Collected?
Identifiers	Your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e., Social Security number or FEIN, driver's license or other license number), or other similar identifiers.	YES
Personal Information categories listed in the California Customer Records Statute (Cal. Civ. Code 1798.83(e)(7))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO

Category	Description	Collected?
Commercial Information	Your policy coverage, claims, premiums, and payment history from your dealings with us, our affiliates, or others. Your financial history from other insurance companies, financial organizations or consumer reporting agencies.	YES
Biometric information	Your medical history and records.	YES
Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
Geolocation data	Physical location or movements.	NO
Sensory Data	Audio, electronic, visual, or similar information.	NO
Professional or employment-related information	Current or past job history or performance evaluations. For recruitment purposes, this includes information you or your recruitment agency supply in relation to your candidacy (e.g. your CV, application form) pre-offer, and background checks (administered by a third party) post-offer.	YES
Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
Other personal information required in order for us to provide products and		YES

Category	Description	Collected?
services you have requested.		

Information excluded from the CCPA's scope, includes but not limited to:

- health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 and the California Confidentiality of Medical Information Act or clinical trial data
- personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994

Sales of Personal Information

- the preceding twelve (12) months, we have not sold your personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months.

Amend or Deletion Request Rights

You have the right to request that we delete, amend, correct, or access any of your personal information that we collected from you and retained, subject to certain exceptions.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, amend, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at (800) 874-8742
- Email: info@ufcic.com
- Write to Universal Shield Insurance Group, 2850 Dixie Hwy Ste 100, Waterford, MI 48328. Only you, or someone legally authorized to act on your behalf, may make a verifiable

consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You, or your authorized agent, may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative
- describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it
- the right to receive a response within 30 days of submitting the request to access, correct, amend, or delete your information

If we refuse your request, you have the right to file a statement regarding what information you believe to be accurate and fair and why you disagree with our refusal.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Personal Information Sales Opt-Out and Opt-In Rights

We do not provide medical records, personal, or privileged information to a non-affiliated third party. We do not and will not sell your personal information. Also, we do not knowingly sell or "share" (for purposes of cross-context behavioral advertising, as defined by the CCPA) the Personal Information of minors under 16 years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights, unless permitted by the CCPA.

Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email or write to the address listed below.

Retention of Personal Information

The length of time we retain Personal Information we collect is regulated by state law. The retention periods vary depending on each state's laws and is based on the type of information and the purpose for which it was collected.

Contact Information

If you have any questions or comments about this notice, the ways in which we collect and use your information described in this Privacy Policy, your choices, and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

- Phone: (800) 874-8742
- Email: info@ufcic.com
- Postal Address: Universal Shield Insurance Group, 2850 Dixie Hwy Ste 100, Waterford, MI 48328

Note: Universal Shield Insurance Group is the parent of Universal Fire & Casualty Insurance Company and Shield Indemnity Incorporated. This Privacy Statement applies to all companies and businesses produced or underwritten within Universal Shield Insurance Group.



SHIELD
INDEMNITY, INC.

A Stock Insurance Company

Home Office
2850 Dixie Hwy Ste 100
Waterford, MI 48328

Phone: 800-874-8742

Policy Number: 02-CGL-104685-03

Policy Period: 06/01/2025 - 06/01/2026

Insured(s): Cypress Chase North Condominium No. 4 Association, Inc.

Mailing address of first named Insured: c/o Phoenix Mgmt. Services
4800 N. State Road 7, Suite 105
Lauderdale Lakes, FL 33319

**THIS SIGNATURE PAGE TOGETHER WITH THE ATTACHED DECLARATIONS, POLICY FORM(S)
AND ANY ENDORSEMENT(S) COMPLETE THIS POLICY OF INSURANCE.**

IN WITNESS WHEREOF, this company has executed and attested these presents.

Brian Lietzke, Secretary

Richard Klimaszewski, President



SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided by the policy to which this form is attached.

It is agreed that in the event of the failure by us to pay any amount claimed to be due hereunder, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in a court of competent jurisdiction in the United States of America, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or of any state in the United States of America. In any such suit against us, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the organization shown in the Policy Declarations or upon us at:

Shield Indemnity Incorporated
2850 Dixie Hwy Ste 100
Waterford, MI 48328

The above named are authorized and directed to accept service of process on behalf of us in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

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

FRAUD WARNING NOTICES

Applicable in Alabama

For your protection Alabama law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Applicable in Arizona

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, New Mexico, and West Virginia

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. (New Mexico: civil fines and criminal penalties)

Applicable in California

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Aplicable en California

Para su protección, la ley de California requiere que aparezca lo siguiente en este formulario: Cualquier persona que a sabiendas presente información falsa o fraudulenta para obtener o modificar la cobertura de seguro o para hacer un reclamo por el pago de una pérdida es culpable de un delito y puede estar sujeta a multas y confinamiento en una prisión estatal.

Applicable in Delaware and Idaho

Any person who knowingly, and with intent to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in District of Columbia

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Applicable in Florida

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Kansas

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

FRAUD WARNING NOTICES

Applicable In Kentucky

Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Applicable in Louisiana

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in Maryland

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in Minnesota

A person who files a claim with intent to defraud, or helps commit a fraud against an insurer, is guilty of a crime.

Applicable in Nevada

Any person who knowingly files a statement of claim containing any misrepresentations or any false, incomplete, or misleading information may be guilty of a criminal act punishable under state or federal law, or both, and may be subject to civil penalties.

Applicable in New Jersey

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in New York (General)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable in New York (Fire)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

As required in 36 O.S. §3613.1, the following: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in Oregon (General)

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

FRAUD WARNING NOTICES

Applicable in Oregon (Fire)

(1) Subject to subsections (2) and (3) of this section, this entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

(2) All statements made by or on behalf of the insured, in the absence of fraud, shall be deemed representations and not warranties. No such statements that arise from an error in the application shall be used in defense of a claim under the policy unless:

- (a) The statements are contained in a written application; and
- (b) A copy of the application is endorsed upon or attached to the policy when issued.

(3) In order to use any representation by or on behalf of the insured in defense of a claim under the policy, the insurer must show that the representations are material and that the insurer relied on them.

Applicable in Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in Tennessee and Virginia

It is a crime knowingly to provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Applicable in Texas

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Vermont

Notice to Vermont Applicants: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Applicable For All Other States

You are or may be violating state law or committing a crime knowingly to provide false, incomplete, or misleading material information to an insurance company for the purpose or intent of defrauding the company. Penalties may include imprisonment, fines, denial of insurance benefits, and may subject you to civil damages.

COMMON POLICY DECLARATIONS

 A Stock Insurance Company 2850 Dixie Hwy Ste 100 Waterford, MI 48328 Phone: 800-874-8742	PRODUCER: The John Galt Insurance Agency a Gallagher Company 3303 W Commercial Blvd, #200 Ft. Lauderdale, FL 33309 Alan P. Adams COMPANY REPRESENTATIVE: Bass Underwriters 6951 W. Sunrise Boulevard Plantation, FL 33313
POLICY NUMBER: 02-CGL-104685-03 RENEWAL OF: 02-CGL-104685-02	
NAMED INSURED AND MAILING ADDRESS: Cypress Chase North Condominium No. 4 Association, Inc. c/o Phoenix Mgmt. Services 4800 N. State Road 7, Suite 105 Lauderdale Lakes, FL 33319	
POLICY PERIOD FROM: 06/01/2025 TO 06/01/2026 AT 12:01 A.M. STANDARD TIME AT MAILING ADDRESS	
BUSINESS DESCRIPTION: Condominiums	

IN RETURN FOR YOUR PAYMENT OF THE REQUIRED PREMIUM, WE PROVIDE THE COVERAGE DESCRIBED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THE %, INDICATED BELOW, OF THE POLICY PREMIUM IS FULLY EARNED AS OF THE EFFECTIVE DATE OF THIS POLICY AND IS NOT SUBJECT TO RETURN OR REFUND.

Coverage(s)

Premiums

Property Coverage	\$ _____
General Liability Coverage	\$ <u>31,599.00</u>
Inland Marine Coverage	\$ _____
Garage Coverage	\$ _____
Coverage Totals	\$ <u>31,599.00</u> *(may be subject to adjustment)

Miscellaneous Fees/Assessments/Taxes

Policy Fee; if applicable	\$ _____
Inspection Fee; if applicable	\$ _____
Surplus Lines Taxes	\$ _____
	\$ _____
	\$ _____
	\$ _____

Total of all Fees/Assessments/Taxes \$ 0.00

Total Amount Due \$ 31,599.00

Policy Minimum Earned Premium 25 %

SEE SCHEDULE OF FORMS AND ENDORSEMENTS LISTING FOR ALL APPLICABLE POLICY FORM(S) AND ENDORSEMENT(S). THESE DECLARATIONS, TOGETHER WITH THE POLICY FORM(S), AND ANY ENDORSEMENT(S) COMPLETE THE ABOVE-NUMBERED POLICY.



SCHEDULE OF FORM(S) AND ENDORSEMENT(S)

POLICYHOLDER INFORMATION	
NAMED INSURED:	Cypress Chase North Condominium No. 4 Association, Inc.
POLICY NUMBER:	02-CGL-104685-03

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO ALL COVERAGES AT ISSUANCE

FORM NUMBER	DESCRIPTION
Common Forms	
CL 0160 08 23	Amendatory Endorsement - Florida
CL 0605 01 21	Certified Terrorism Loss Disclosure of Premium and Federal Share Of Insured Losses
CL 0100 01 18	Common Policy Conditions
CPP 0100 SI 03 23	Common Policy Declarations
SIG 0002 SI 03 23	Signature Page
SII 2000 03 23	Service of Suit Clause
UCLA 5015 SI 10 22	Schedule of Forms and Endorsements
UNV-CL-FRWR 08 23	Fraud Warning Notices
GL Forms	
GL 0250 01 15	Certified Terrorism Loss
GL 0348 06 02	Exclusion-Wet Rot, Dry Rot, Bacteria, Fungi, or Protists
GL 2280 06 04	Nuclear, Biological and Chemical Terrorism Exclusion
GL 917 1.0	Calendar Date of Time Failure Exclusion
UCLA 0222 12 20	Liability Deductible Schedule
UCLA 0797 10 21	Exclusion - Data Breach Liability
UCLA 1023 12 20	Exclusion - Communicable Disease
UCLA 1502a 03 22	Wrongful Eviction Exclusionary Endorsement
UCLA 1746a 08 23	Assault and Battery Exclusion with Limited Coverage Buy Back
UCLA 5030 08 21	Sports Participants Exclusion
UCLA 5053 10 21	Human Trafficking Exclusion
UCLA 5105 07 23	Exclusion - Damage or Loss Sustained from Exposures or Areas Under the Control or Responsibility of a Master Association
UCLA 5107 08 23	Exclusion – Collection, Storage, Sale Transfer or Use of Biometric Information or Confidential and Sensitive Information
UCLA 5112 09 23	Conditional Animal Coverage
UGLA 0100 SI 08 22	Commercial Liability Coverage Declarations
UGLA 0162 07 21	Additional Insured Condominium Unit owners
UGLA 0200 07 21	Commercial Liability Coverages
UGLA 0873 01 24	Trampoline Exclusion
UGLA 2144 12 20	Limitation of Coverage to Locations, Projects or Operations Described in the Declarations
UGLA 5048 07 22	Exclusion – Polyfluoroalkyl and Perfluoroalkyl Substances
UGLA 5126 11 24	Independent Contractor Conditions and Exclusions
UGLU 5132 07 24	Exclusion – Loss Due to Certain Wiring and/or Electrical Service Panels

THESE DECLARATIONS, TOGETHER WITH THE POLICY FORM(S), AND ANY ENDORSEMENTS(S) COMPLETE THE ABOVE-NUMBERED POLICY



COMMERCIAL LIABILITY COVERAGE DECLARATIONS

POLICYHOLDER INFORMATION
POLICY NUMBER: 02-CGL-104685-03
NAMED INSURED: Cypress Chase North Condominium No. 4 Association, Inc.
POLICY PERIOD FROM: 06/01/2025 TO 06/01/2026 at 12:01 A.M. Standard Time at Mailing address
BUSINESS DESCRIPTION: Condominiums
THE INSURED IS (check one): ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company ☒ Other (Describe): Corporation
LOCATION OF ALL PREMISES OWNED, RENTED, OCCUPIED OR CONTROLLED BY THE INSURED:
1- 3101-3121 NW 47th Ter, Lauderdale Lakes, FL 33319

IN RETURN FOR YOUR PAYMENT OF THE REQUIRED PREMIUM, WE PROVIDE THE COMMERCIAL LIABILITY COVERAGE DESCRIBED IN THIS POLICY FOR WHICH A LIMIT OF LIABILITY IS SPECIFIED BELOW.

LIMITS OF LIABILITY	
Each Occurrence	\$ 1,000,000
Medical Payments - Per Person	\$ 5,000
- Per Occurrence	\$
General Aggregate	\$ 2,000,000
Products/Completed Work Hazard Aggregate	\$ 2,000,000
Fire Legal Liability	\$ 100,000

OPTIONAL COVERAGES – LIMITS OF LIABILITY	

[illegible]

TOTAL LIABILITY PREMIUM \$ 31,599
(Liability premium may be subject to adjustment)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS LISTING FOR ALL APPLICABLE POLICY FORM(S) AND ENDORSEMENT(S)

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, Or Waiver Of Policy Terms** -- A change or waiver of the "terms" of this policy must be issued by "us" in writing to be valid.

4. **Examination Of Books And Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

5. **Inspections**

- a. "We" have the right, but are not obligated, to inspect "your" property and operations at any time and recommend changes.
- b. An inspection may be made by "us" or may be made on "our" behalf. This condition and all of its "terms" and rights apply to any organization completing an inspection on "our" behalf.
- c. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, standards, or regulations. However, this does not apply to any inspections or recommendations made relative to the certification, under state or municipal statutes, regulations, or ordinances of boilers, pressure vessels, or elevators.
- d. Inspections or reports are for "our" benefit only. Any actions taken by "us" relative to inspections relate only to eligibility of the risk and the premium charged.

CL 0100 01 18

-- THIS IS A LEGAL CONTRACT --
PLEASE READ IT CAREFULLY

COMMERCIAL LIABILITY COVERAGES

The following Table of Contents shows how this Commercial Liability Coverage is organized. It will help locate particular sections of this form.

TABLE OF CONTENTS

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Endorsements may also apply. They are identified on the "declarations" when included at issuance, or on a change endorsement when issued subsequent to issuance.

Refer to the Definitions for words that have special meanings. These words are shown in quotation marks.

AGREEMENT

Subject to all the "terms and conditions", and in return for "your" payment of the required premium, we provide the Commercial Liability Coverage described in this policy.

Policy "terms and conditions" that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys, and assignment or transfer of rights or duties also apply.

SECTION I – DEFINITIONS

A. The following definition applies to words whenever used in this policy

1. Named Insured means any person(s) or organization(s) named in the "Declarations" as insured.
2. The words we, us and our, whether in quotation marks or not and used in this policy or any endorsements hereto, mean the company providing this coverage.

B. The following words or term have the meaning assigned below when appearing in quotation marks:

1. "Advertisement" means a public notice or announcement, including but not limited to one found in electronic communication or on the Internet, offering "your" goods, products, or services:
 - a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or
 - b. for promotion to and consideration by potential supporters.

With respect to "advertisements" that appear on websites, only that part of a website that offers "your" goods, products, or services:

- a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or
 - b. for promotion to and consideration by potential supporters;
- is considered an "advertisement".
2. "Auto" means a land motor vehicle, a trailer, or a semi-trailer which is designed for use on public roads.
"Auto" includes attached machinery and equipment.
 3. "Basic territory" means the United States of America, its territories and possessions, Canada, and Puerto Rico.
 4. "Bodily injury" means bodily harm, sickness, or disease sustained by a person and includes required care and loss of services. "Bodily injury" includes death that results from bodily harm, sickness, or disease. "Bodily injury" does not include mental or emotional injury, suffering, or distress unless accompanied by a physical injury.
 5. "Coverage territory" means:
 - a. the "basic territory";
 - b. international waters or airspace, but only if the "bodily injury", "property damage", or "personal and advertising injury" occurs in the course of travel to or from the "basic territory";
 - c. the world, but only if the injury or damage arises out of:
 - 1) "products" "you" have made or sold in the "basic territory"; or
 - 2) the activities of a person who normally resides in the "basic territory", but is away for a short time on "your" business; and
 - 3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided that the "insured's" liability to pay "damages" has been determined in a "suit" on the merits in the "basic territory", or in a settlement that we have agreed to.
 6. "Covered contract":
 - a. Means:
 - 1) a lease of premises;
 - 2) an easement or license agreement,
(however, this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);
 - 3) a responsibility to indemnify a municipality if required by an ordinance,
(however, this does not apply in connection with work done for the municipality);
 - 4) a sidetrack agreement;

- 5) an elevator maintenance agreement; or
 - 6) any part of any other contract or agreement relating to the conduct of "your" business (including an indemnification of a municipality in connection with work done for the municipality) under which "you" assume the tort liability of another person or organization to pay "damages" because of "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- b. However, "covered contract" does not include that part of a contract or agreement:
- 1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;
 - 2) that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - a) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
 - b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - 3) under which the "insured", if an architect, engineer, consultant or surveyor, assumes liability for injury or damage arising out of the "insured's" rendering or failing to render professional services, including those listed in b.2) above, and supervisory, inspection, or engineering services; or
 - 4) that indemnifies any person or organization for damage by fire to premises rented or loaned to "you"; or
 - 5) that indemnifies another for the sole negligence of such other person or organization.
7. "Damages" means compensation in the form of money for a person who claims to have suffered an injury.
8. "Data records" means files, facts, computer programs, computer or digital code or coding, computer or electronic applications, documents, and information in an electronic format that are stored on "media".
9. "Declarations" means all pages labeled "Declarations," Supplemental Declarations, or Schedules, which pertain to this policy.
10. "Designated insured" means:
- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if shown on the "declarations" as an individual;
 - b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if shown on the "declarations" as a partnership or a joint venture; or
 - c. "you" and all of "your" executive officers and directors, but only while acting within the scope of their duties, if shown on the "declarations" as an organization (other than a partnership or a joint venture);
 - d. any "employee" who is authorized to give or receive notice of an "occurrence" or a claim.
11. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
12. "Hardware" means:
- a. mainframe and mid-range computers and servers;
 - b. personal computers and workstations, laptops, hand-held computers, notebook PCs, and other portable computer devices and accessories, such as multimedia projectors; and
 - c. peripheral data processing equipment, such as printers, keyboards, monitors, and modems.
13. "Impaired property" means tangible property (other than "products" or "your work"):
- a. whose value has been decreased:
 - 1) because it includes "products" or "your work" that is, or is believed to be, deficient or dangerous; or
 - 2) because "you" failed to carry out the terms of a contract; and
 - b. whose value can be restored:
 - 1) by the repair, replacement, adjustment, or removal of "products" or "your work"; or

2) by "your" fulfilling the terms of the contract.

14. "Indemnatee" means a person or organization for whom a Named Insured has assumed liability for "damages" due to "bodily injury" or "property damage" under a "covered contract".

15. "Insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if shown on the "declarations" as an individual; or
- b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if shown on the "declarations" as a partnership or a joint venture; or
- c. "you" and all of "your" executive officers and directors, but only while acting within the scope of their duties, if shown on the "declarations" as an organization (other than a partnership or a joint venture). It also includes "your" stockholders, but only for their liability as such; or
- d. "you" and all of "your" trustees, but only while acting within the scope of their duties as trustees, if "you" are shown on the "declarations" as a trust; or
- e. "you" and all "your" members and managers, but only while acting within the scope of their duties, if shown on the "declarations" as a limited liability company; and

"Insured" also includes:

- a. any person or organization, except "your" "employees", while acting as "your" real estate manager;
- b. if "you" die during the policy period, "your" legal representative while acting within the scope of those duties as such, or a person who has custody of "your" property with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "your" legal representative has all "your" rights and duties under this coverage;
- c. "your" "employees" and "volunteer workers", for acts within the scope of their employment by "you" (this does not include "your" executive officers). None of these "employees" or "volunteer workers" are "insureds" for:
 - 1) "bodily injury", "personal and advertising injury" to "you" or to an "employee", a "volunteer worker"; or
 - 2) "property damage" to property owned by, rented to, or loaned to "employees" or "volunteer workers", or any of "your" partners or members and their spouses (if "you" are a joint venture or a partnership).
- d. any organization (other than a joint venture or a partnership) newly acquired or formed by "you", and in which "you" have a majority interest.

Such an organization is not an "insured":

- 1) if there is other similar insurance available to it;
- 2) after 90 days immediately following that acquisition or formation or the end of the policy period, whichever is earlier;
- 3) for "bodily injury" or "property damage" that occurred prior to the acquisition or formation; or
- 4) for "personal and advertising injury" arising out of an offense committed prior to the acquisition or formation.

No person or organization is an "insured" with respect to the conduct of a current or past partnership or joint venture that is not named on the "declarations" as an "insured".

- e. When required in a written contract wherein "you" and "your" customer have agreed, that customer is an additional "insured" but only with respect to "damages" and "defense expenses" caused, in whole or in part, by:

- 1) "your" acts or omissions; or
 - 2) The acts or omissions of those acting on "your" behalf;
- in the performance of "your" ongoing operations for the additional insured.

However, the insurance afforded to such additional "insured":

- 1) Only applies to the extent permitted by law; and
- 2) Will not be broader than that which "you" are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this paragraph f. ends when "your" operations for that additional "insured" are completed or that portion of "your work" out of which the injury or "damage" arises has been put to its intended use by any person or organization other than another contractor

or subcontractor engaged in performing operations for a principal as a part of the same project.

16. "Intoxicating substances" means any substance, including in solid, liquid or gaseous form that causes or induces, or is alleged to cause or induce:
- a. the intoxication of any person
 - b. reduced or impaired reaction or reaction time
 - c. impaired judgement
 - d. violent or malicious behavior
17. "Leased worker" means a person whom "you" lease from a labor leasing firm under a written contract or agreement to perform duties related to the conduct of "your" business. "Leased worker" does not include a "temporary worker".
18. "Limit" means the amount of coverage that applies.
19. "Loading or unloading" means the movement of property:
- a. starting with after it is removed from the point where it has been accepted for transit by **auto**, aircraft, or watercraft;
 - b. while it is in or on such vehicle; and
 - c. while it is being moved from the aircraft, "auto" or watercraft to the place where it is intended to be finally delivered
- "Loading or unloading" includes movement by:
- a. a hand truck; or
 - b. a mechanical device that is attached to the aircraft, "auto" or watercraft.
20. "Media" means instruments that are used with "hardware" and on which "data records", "programs and applications", and "proprietary programs" can be recorded or stored.
- "Media" includes, but is not limited to, films, tapes, cards, discs, drums, cartridges, cells, DVDs, or CD-ROMs.
21. "Mobile equipment":
- a. means land vehicles (including any attached machinery or equipment) that meet one or more of the following criteria:
 - 1) those which are used only on premises owned by or rented to "you" (premises includes adjoining ways);
 - 2) those which are designed primarily for use off public roads, including bulldozers, farm machinery, and forklifts;
 - 3) those which travel on crawler treads;
 - 4) those, whether self-propelled or not, designed or used primarily to afford mobility to the following types of equipment, which must be a part of or be permanently attached to such vehicle:
 - a) power cranes, shovels, loaders, diggers, drills; and
 - b) graders, scrapers, rollers, and other road construction or repair equipment;
 - 5) those not described in a.1), a.2), a.3), or a.4) above which are not self-propelled, but are used primarily to afford mobility to the following types of permanently attached equipment:
 - a) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
 - b) geophysical exploration, lighting, and well servicing equipment; and
 - c) cherry pickers and similar devices used to raise or lower workers; or
 - 6) vehicles not described in a.1), a.2), a.3), or a.4) above which are primarily maintained for other than the purpose of transporting persons or cargo.
 - b. however, "mobile equipment" does not include self-propelled vehicles with the following types of permanently attached equipment:

- 1) equipment designed primarily for snow removal, street cleaning, or road maintenance other than road construction or resurfacing;
- 2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- 3) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment); or
- 4) geophysical exploration, lighting, and well servicing equipment.

The vehicles described in b. above are considered "autos".

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

22. "Occurrence" means an accident, including repeated or constant exposure to substantially similar conditions, causing "bodily injury" or "property damage".
23. "Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:
- a. oral or written publication, including electronic publication, of material that:
 - 1) slanders or libels a person or organization;
 - 2) disparages a person's or an organization's goods, products, or services; or
 - 3) violates a person's right of privacy;
 - b. false arrest, detention, or imprisonment;
 - c. malicious prosecution;
 - d. misappropriation of advertising ideas of another in "your" "advertisement";
 - e. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement"; or
 - f. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.
24. "Pollutants" means any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
25. "Products/completed work hazard" means:
- a. "bodily injury" or "property damage" occurring away from premises "you" own, rent or occupy and arising out of "products" after physical possession of the "products" has been relinquished to others; and
 - b. "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "your work". It does not include work that has not been completed, or that has not been abandoned.
- "Your work" is deemed completed at the earliest of the following times:
- 1) when all work specified in "your" contract has been done;
 - 2) when all of "your work" to be done at a job site has been completed if "your" contract includes work at more than one site; or
 - 3) when "your work" at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same job site.
- Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, shall be deemed completed.
- c. The "products/completed work hazard" does not include "bodily injury" or "property damage" arising out of:
 - 1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owner or operated by "you" and was created by "loading or unloading" by "you";
 - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials; or
 - 3) "products" or work for which the classification on the "declarations" specifies including "Products/Completed Work."

26. "Products" means goods or products manufactured, sold, handled, distributed, or disposed of by "you", others trading under "your" name, or a person or organization whose business or assets "you" have acquired.

"Products" includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, or performance of "products";
- b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such "products"; and
- c. providing or failure to provide warnings or instructions.

"Products" does not include:

- a. vending machines or other property that is rented to or placed for the use of others, but not sold; or
- b. real property.

27. "Programs and applications" means operating programs, applications, and data management tools that can be readily purchased on a retail or wholesale basis and that are:

- a. stored on "media"; or
- b. pre-installed or stored in "hardware".

Applications include, but are not limited to, programs for word processing, spreadsheet calculations, data management tools, and graphic design.

28. "Property damage" means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged. Loss of use is deemed to occur at the time of the "occurrence" that caused it.

With respect to this Commercial Liability Coverage, "data records" are not tangible property.

29. "Rented premises" means premises which are rented or leased to a Named Insured, or an "indemnatee" of a Named Insured.

30. "Software" includes "media", "data records", "programs and applications" and "proprietary programs".

31. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", or "personal and advertising injury" to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:

- a. any "insured" must submit in compliance with a law or regulation; or
- b. any "insured" submits with our consent.

32. "Temporary worker" means a person who is furnished to "you" by a third party for a fee as a temporary substitute for an "employee".

33. "Terms and conditions" means all provisions, limitations, exclusions, conditions, and definitions that apply to this policy including any endorsements.

34. "Volunteer worker" means a person who gives his or her time or services and who:

- a. acts at "your" direction and within the scope of duties "you" determine; and
- b. is not paid a fee, salary, or other compensation for his or her time or services that are donated to "you", other than reimbursement of out-of-pocket expenses.

However, "volunteer worker" does not include an "employee", a "leased worker", or a "temporary worker".

35. "you" and "your" mean the person, entity, or organization qualifying as a Named Insured.

36. "Your work" means:

- a. work or operations performed by "you" or on "your" behalf;
- b. materials, parts, and equipment supplied for such work or operations;

- c. written warranties or representations made at any time regarding quality, fitness, durability, or performance of any of the foregoing; and
- d. providing or failing to provide warnings or instructions.

SECTION II. – INSURING AGREEMENTS - PRINCIPAL COVERAGES

We provide insurance for the following coverages indicated by a specific "limit" or premium charge on the "declarations".

A. COVERAGE L --"BODILY INJURY" AND "PROPERTY DAMAGE" LIABILITY

1. Insuring Agreement

- a. We agree to pay those sums which an "insured" becomes legally obligated to pay as "damages" for "bodily injury" or "property damage" to which this insurance applies. We have the right and duty to defend the "insured" against a "suit" seeking "damages" which may be covered under this policy.

However, we have no duty to defend the "insured" against a "suit" seeking "damages" arising out of "bodily injury" or "property damage" to which this policy does not apply. We may, at our discretion, investigate "occurrences" or potential claims and settle claims or "suits" to which this insurance may apply.

- b. The amount we will pay for "damages" is limited as described under **Section V - How Much We Pay**.
- c. Our right and duty to defend or make payments or perform other obligations or services ends when have paid an amount equal to the applicable "limit" as the result of:
 - 1) a judgment; or
 - 2) a written settlement agreed to by us; or
 - 3) medical expenses.

We have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under **SECTION III – SUPPLEMENTAL PAYMENTS**.

- d. If we defend an "insured" against a "suit" or we pay for an "insured's" defense, and we later determine that the "suit" is not covered, we have the right to be reimbursed for the defense costs we have incurred after the time we give "you" written notice that the "suit" may not be covered in whole or part and that we are reserving our right to seek reimbursement for defense costs other than the costs and expenses of our "employees".
- e. This insurance applies only to "bodily injury" or "property damage":
 - 1) caused by an "occurrence" which takes place in the "coverage territory"; and
 - 2) which occurs during the policy period; and
 - 3) which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period. If a "designated insured" knew, as stated under the **SECTION VI – CONDITIONS** paragraph **9. Knowledge of Bodily Injury or Property Damage** prior to the inception date of the policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of the policy period.
- g. All "bodily injury" or "property damage" arising out of an "occurrence" or series of related "occurrences", whether known or not prior to the policy period, is deemed to take place at the time the first such damage or injury occurs or is alleged to occur even though the nature and extent of such damage or injury may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving; and even though the "occurrence" causing such "bodily injury" or "property damage" may be continuous or repeated exposure to substantially similar conditions.
- h. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, and death that result at any time from such "bodily injury".

2. EXCLUSIONS APPLICABLE TO COVERAGE L

We do not pay for any loss cost or expense arising out of:

a. Professional Services

Claims for "bodily injury" or "property damage" arising out of:

- 1) the rendering or the failure to render a professional service; or
- 2) the "insured's" negligence or other wrongdoing in the supervision, hiring, or training of another person, if the "bodily injury" or "property damage" arose out of the rendering or the failure to render a professional service.

b. Employment Related Practices

Claims for "bodily injury" or "property damage":

- 1) to any person arising out of any:
 - a) refusal to employ that person; or
 - b) termination of the employment of that person; or coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or
 - c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or
- 2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies:

- a) regardless of when the injury occurs or is alleged to have occurred; or
- b) whether the "insured" is liable either as an employer or in any other capacity; or
- c) or there is an obligation to fully or partially reimburse a third party for "damages".

c. War, Military or Warlike Action

Claims for "bodily injury" or "property damage" caused directly or indirectly by the following:

- 1) war, including undeclared or civil war;
- 2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

d. Expected or Intended Injury or Damage

"Bodily injury" or "property damage":

- 1) which is expected by, directed by, or intended by the "insured"; or
- 2) that is the result of intentional and malicious acts of the "insured".

This exclusion applies even if the injury or "damages" are of a different kind or degree than expected or intended. However, this exclusion does not apply to "bodily injury" arising out of the legal use of reasonable force to protect people or property.

e. Liability Assumed by Contract

"Bodily injury" or "property damage" liability which is assumed by the "insured" under a contract or an agreement.

However, this exclusion does not apply to:

- 1) liability for "damages" that an "insured" would have had in the absence of the contract or agreement; or

- 2) liability for "damages" assumed in a "covered contract", but only if such "bodily injury" or "property damage" occurs after the contract or agreement has been executed.

Only with respect to liability assumed in a "covered contract", "damages" due to "bodily injury" or "property damage" include reasonable attorney fees and necessary litigation costs incurred by or for an "indemnatee", if:

- 1) liability to that "indemnatee" for, or for the cost of, that "indemnatee's" defense has also been assumed under the same "covered contract"; and
- 2) such attorney fees and litigation costs are for the defense of that "indemnatee" against a civil or administrative proceeding, alternative dispute resolution, or arbitration proceeding alleging "damages" to which this insurance applies.

f. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, stunt activities or any contest or competition.

g. Transportation

"Bodily injury" or "property damage" arising out of transporting of "mobile equipment" or other property by an aircraft, "auto" or watercraft owned by, operated by, rented to, or loaned to any "insured" or on behalf of any "insured".

h. Aircraft, "Auto" or Watercraft

"Bodily injury" or "property damage" arising out of:

- 1) the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, or "loading or unloading" of an "auto", aircraft, or watercraft, owned by, operated by or on behalf of, rented to, or loaned to any "insured"; or
- 2) the negligent supervision, hiring, or training of another person by an "insured" if the "bodily injury" or "property damage" arose out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, or "loading or unloading" of an "auto", aircraft, or watercraft, owned by, operated by, rented to, or loaned to any "insured".

However, this exclusion does not apply to:

- 1) "bodily injury" or "property damage" arising out of:
 - a) the operation of equipment described in b.2), b.3), and b.4) of the definition of "mobile equipment"; or
 - b) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle law in the state where it is licensed or principally garaged;
- 2) parking an "auto" on premises owned by, rented to, or controlled by "you" or on the ways immediately adjoining such premises if the "auto" is not owned by, rented to, or loaned to "you" or the "insured";
- 3) liability assumed under a "covered contract" for the ownership, maintenance, or use of an aircraft or a watercraft;
- 4) watercraft, if it is on shore on premises owned by, rented to, or controlled by "you"; or
- 5) watercraft, if it is not owned by "you" and is:
 - a) less than 26 feet in length; and
 - b) not being used to carry persons or property for a charge.

i. Liquor and Intoxicating Substances

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

- 1) causing or contributing to the intoxication of a person;
- 2) the furnishing of "intoxicating substances" or alcoholic beverages to a person under the influence of alcohol or "intoxicating substances" or under the legal drinking age; or
- 3) a law, ordinance, statute or regulation relating to the sale, gift, distribution, or use of alcoholic beverages or "intoxicating substances".
- 4) Failure to safeguard or protect any person or property from loss, damage or injury if the "bodily injury" or "property damage" arises out of 1), 2), or 3) above.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- 1) The Supervision, hiring, employment, training or monitoring of others by that insured; or
- 2) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

This exclusion applies only if "you" are in the business of manufacturing, distributing, furnishing, selling "intoxicating substances", or serve alcoholic beverages or "intoxicating substances" as a regular part of "your" business.

j. Pollution

- 1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- 2) "Bodily Injury" or "property damage" caused by, or alleged to be caused by noxious, hazardous, allergenic or toxic qualities of indoor air at any premises owned, occupied by, rented to or loaned to any "insured";
- 3) Any loss, cost or expense arising out of any:
 - a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b) Claim or lawsuit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply to:

- 1) The smoke, heat, or fumes from a fire that was not set or ignited at the direction of any "insured"; or
- 2) To the accidental leakage or loss of fuel, lubricants or other operating fluids from the fuel tanks or reservoirs of "mobile equipment" at a premises, site or location where "you" are performing "your work". This exception does not apply:
 - a) To the escape or dispersal of fuel, lubricants or other operating fluids from "mobile equipment" or other tanks or vessels that are maintained or used to transport or store such fuel or lubricants to or at a premises, site or location where "you" are performing "your work"; and
 - b) To any "bodily injury" or "property damage" arising out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released.
- 3) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

k. Asbestos, lead, silica and other toxic materials

- 1) The actual or alleged "bodily injury" or "property damage" caused by, in whole or in part, either directly or indirectly by any "insured's" sale, use, cleanup or removal of materials or substances composed of, containing or contaminated with lead, asbestos, silica, or other toxic materials or substances; or
- 2) The actual or alleged "bodily injury" or "property damage" caused in whole or in part, either directly or indirectly, by exposure to or the ingestion, inhalation, absorption, use, handling, or contact with materials composed of, containing or contaminated with lead, asbestos, silica, or other toxic materials or substances.
- 3) any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way

respond to or assess the effects of materials composed of, containing or contaminated with lead, asbestos, silica, or other toxic materials or substances.

I. Employee Injury

"Bodily injury":

- 1) to an "employee" of any "insured" if it arises out of and occurs in the course of employment by an "insured" or while performing duties related to the conduct of the "insured's" business; or
- 2) to a spouse, child, parent, brother, or sister as a consequence of "bodily injury" to such injured "employee".

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1) or 2) above.

However, this exclusion does not apply to liability assumed by a Named Insured under a "covered contract" provided:

- 1) The "bodily injury" is suffered or sustained by an "employee" of the Named Insured, or to a spouse, child, parent, brother, or sister as a consequence of "bodily injury" to such injured "employee"; and
- 2) The "bodily injury" sustained by the "employee" of a Named Insured is covered as a compensable injury by a valid and collectible statutory workers compensation policy issued to that Named Insured.

m. Workers Compensation

"Bodily injury" if benefits are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or similar law. This exclusion applies regardless of any "insured's" failure to purchase or maintain valid and collectible statutory workers' compensation insurance.

n. Damage to Property

- 1) "Property damage" to property owned by, occupied by, or rented to "you", including any cost or expense incurred by "you" or another person or organization to repair, retrofit, replace, or maintain such property for any reason, including for the purpose of avoiding injury to a person or damage to another's property, except for "property damage" to "rented premises". A separate "limit" applies to coverage for "property damage" to "rented premises" shown in Paragraph 5. of **SECTION V – HOW MUCH WE PAY**; or
- 2) "Property damage" to premises "you" sell, give away, or abandon, if the "property damage" arises out of any part of those premises unless the "property damage" was to premises that are "your work" and were never occupied, rented, or held for rental by "you"; or
- 3) "Property damage" to property loaned to "you" other than "your" responsibility for "property damage" liability assumed under a sidetrack agreement"; or
- 4) Any "insured's" liability for "property damage", other than liability assumed under a sidetrack agreement, to that specific part of real property that is or was "your work" or the subject of "your work" arising out of "your work" on such property; or
- 5) "Property damage" to that specific part of any property that must be restored, repaired, or replaced because "your work" that was performed on the property was faulty, unless such "property damage" is covered under the "products/completed work hazard" or assumed under a sidetrack agreement; or
- 6) "Property damage" to "products" if the damage arises out of the "products" or their parts; or
- 7) "Property Damage" to personal property in any "insured's" care, custody or control.

o. Damage to Your Work

"Property damage" to "your work" if the "property damage" arises out of "your work" or any part of it and is included in the "products/completed work hazard".

However, this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on "your" behalf by a subcontractor and:

- 1) The subcontractor performed the work on "your" behalf under a written contract; and
- 2) The written contract with such subcontractor holds "you" harmless and indemnifies "you" for "damages" arising out of their work; and
- 3) The subcontractor provided "you" a certificate of insurance evidencing "limits" of insurance in effect at the time the work was performed equal to or greater than the "limits" of insurance on this policy covering such work; and
- 4) "you" produce, upon our request, the certificate of insurance referenced above at the time of a claim; and
- 5) The certificate indicates "you" are an additional insured on the subcontractor's policy referenced in n.3. above including claims arising out of the "products/completed work hazard".
- 6) If the "limits" of insurance shown on the subcontractor's certificate of insurance in 3) and 4) are less than this policy, the coverage granted to "you" by this exception is limited to the "limits" of insurance shown on the subcontractor's certificate of insurance.

p. Impaired Property

"Property damage" to property that has not been physically injured or destroyed, or to "impaired property", arising out of:

- 1) a delay or failure to perform a contract or agreement as specified in its terms by "you" or one acting on "your" behalf; or
 - 2) a defect, deficiency, inadequacy, or unsafe condition in "your work" or "products".
- However, this exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury to or destruction of "your work" or "products" after having been put to its intended use.

q. Recall Costs and Expenses

Any loss, cost, or expense incurred by "you" or any other person or organization arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of "your work", "products", or "impaired property". This applies if "your work", "products", or "impaired property" is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in such work, "products", or "impaired property".

r. Personal and Advertising Injury

"Bodily injury" or "property damage" arising out of or caused by "personal and advertising injury".

s. Data Records

"property damage" to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

t. Illegal or Improper Recording, Distribution or Transfer of Information or Data

"bodily injury" or "property damage" caused by or alleged to be caused by, in whole or in part, directly or indirectly, violations of or alleged violations of:

- 1) the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
- 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

u. Work or Premises Specifically Insured Elsewhere

Claims, demands, requests for defense, payment, or any other loss, cost or expense arising out of, caused by, or occurring at premises or "your work" covered under any insurance purchased by "you" or others on "your" behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program

v. Failure To Complete "Your Work"

"Bodily injury", or "property damage" arising directly or indirectly out of, caused by, resulting from, or alleged to be related to any insured's failure to complete "your work".

w. Nuclear

"Bodily injury" or "property damage" arising directly or indirectly out of, caused by, or resulting from the hazardous properties of nuclear material or exposure to radiation or radioactivity of any kind from any source.

B. COVERAGE M -- MEDICAL PAYMENTS

1. Insuring Agreement

- a. We pay the medical expenses detailed in paragraph c. below for "bodily injury" caused by an accident:
 - 1) on premises "you" own or rent;
 - 2) on ways adjacent or next to premises "you" own or rent; or
 - 3) arising out of "your" operations.
- b. We pay such expenses regardless of fault but only if:
 - 1) they arise out of an accident that occurred in the "coverage territory" and during the policy period; and
 - 2) they are incurred and reported within one year of the accident; and
 - 3) they are not excluded under Coverage L.
- c. Medical expenses that we will pay are the reasonable and necessary expenses for:
 - 1) medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses;
 - 2) ambulance, hospital, professional nursing, and funeral services; and
 - 3) first aid at the time of an accident.
- d. The amount we will pay for medical expenses is limited as described under **SECTION V – HOW MUCH WE PAY**.

2. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE M

a. To Any Insured

We do not pay for medical expenses for "bodily injury" to an "insured" other than a "volunteer worker".

b. Hired People or Subcontractors

We do not pay for medical expenses for "bodily injury" to a person hired by or on behalf of any "insured" to do work for:

- 1) an "insured"; or
- 2) a tenant of an "insured".

c. Residents or normal occupants

We do not pay for medical expenses for "bodily injury" to a person injured on that part of the premises owned by or rented to "you" that the person normally occupies.

d. Athletic Activities

We do not pay for medical expenses for "bodily injury" to a person injured while taking part in athletic activities.

e. Products/Completed Work Hazard

We do not pay for medical expenses for "bodily injury" included in the "products/completed work hazard".

f. Club Members

We do not pay for medical expenses for "bodily injury" to "your" members if "you" are a club.

g. Workers Compensation

We do not pay for medical expenses for bodily injury to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease, or like law.

h. Students or Campers

We do not pay for medical expenses for "bodily injury" to a:

- 1) student or camper enrolled in a program of any facility owned or operated by "you" or on "your" behalf; or
- 2) patient or inmate being treated or detained in a facility owned or operated by "you" or on "your" behalf.

C. COVERAGE P -- PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We pay those sums which an "insured" becomes legally obligated to pay as "damages" due to "personal and advertising injury" to which this insurance applies. We have the right and duty to defend the "insured" against a "suit" seeking "damages" which may be covered under the Commercial Liability Coverage.

However, we have no duty to defend the "insured" against a "suit" seeking "damages" arising out of "personal and advertising injury" to which this policy does not apply. We may investigate offenses and settle claims or "suits" that we decide are appropriate.

- b. The amount we will pay for "damages" is limited as described in **SECTION V – HOW MUCH WE PAY**.
- c. we do not have to provide a defense after we have paid an amount equal to the applicable "limit" as the result of:
- 1) a judgment;
 - 2) a settlement agreed to by us; or
 - 3) medical expenses.

We have no other liability, duty or obligation to pay sums or to perform acts or services unless specifically provided for under **SECTION III - SUPPLEMENTAL PAYMENTS**.

- d. If we defend the "insured" against a "suit" or we pay for an "insured's" defense, and we later determine that the "suit" is not covered, we have the right to be reimbursed for the defense costs we have incurred. However, our right to be reimbursed for defense costs applies only to such costs that we incur after we give "you" written notice that the "suit" may not be covered and that we are reserving our rights to end the defense coverage and to seek reimbursement for defense costs.
- e. We cover "personal and advertising injury" arising out of an offense committed in the course of "your" business, if the offense was committed:
- 1) within the "coverage territory"; and
 - 2) during the policy period.

2. Exclusions

This insurance does not apply to, and we do not pay for any loss cost or expense arising out of:

a. Professional services

"Personal and advertising injury" arising out of:

- 1) the rendering or the failure to render a professional service; or
- 2) the "insured's" negligence or other wrongdoing in the supervision, hiring, or training of another person, if the "personal and advertising injury" arose out of the actual or alleged rendering or failure to render a professional service.

b. Employment practices:

"Personal and advertising injury":

- 1) to a person arising out of any:
 - a) refusal to employ that person;

- b) termination of the employment of that person;
 - c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or
- 2) to a spouse, child, parent, brother, or sister of that person as a consequence of "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

c. War or military like action

"Personal and advertising injury" caused directly or indirectly by the following:

- 1) war, including undeclared or civil war;
- 2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

d. Expected, suspected or knowingly committed offenses

"Personal and advertising injury" arising out of an offense committed by or directed by the "insured" who knew, should have known or suspected that "personal and advertising injury" would occur, was likely to occur, or be claimed to have occurred.

e. Criminal or illegal acts

"Personal and advertising injury" arising out of an actual or alleged criminal or illegal act committed by or directed by or actually committed or directed by an "insured".

f. Contractual Liability

"Personal and advertising injury" liability which is assumed by the "insured" under a contract or an agreement.

However, this exclusion does not apply to liability that an "insured" would have had in the absence of the contract or agreement.

g. Material published that was known or suspected to be false

"Personal and advertising injury" arising out of oral or written publication, distribution or dissemination of material done by or at the direction of the "insured" who knew or suspected that it was false.

h. Material first published prior to the policy period

"Personal and advertising injury" arising out of oral or written publication, distribution or dissemination of material that took place, in whole or in part, prior to the inception date shown in the "declarations".

i. Breach of contract

"Personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.

j. Failure to perform

"Personal and advertising injury" arising out of the failure of goods, products, or services to conform with quality or performance as stated in "your" "advertisement".

k. "Insureds" that operate or own a media or internet/electronic type businesses

"Personal and advertising injury" arising from an offense committed by an "insured" whose business is:

- 1) advertising, broadcasting, publishing, or telecasting;
- 2) designing, developing, or coordinating the content of web sites for others; or

3) providing Internet access, search, service, or content capabilities.

However, this exclusion does not apply to false arrest, detention, imprisonment; malicious prosecution; and wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies and which is committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

The placement of advertising, including frames, borders, or links, on the Internet is not in and of itself considered being in the business of advertising, broadcasting, publishing, or telecasting.

l. Wrong description of price

"Personal and advertising injury" arising out of wrong descriptions of the price of an "insured's" goods, products, or services as stated in "your" "advertisement".

m. Pollution or contamination

- 1) "Personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time; or
- 2) Any loss, cost, or expense arising out of any:
 - a) request, demand, order, settlement, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants" or contaminants; or
 - b) claim or lawsuit by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

n. Patent, trademark, trade secret or copyright infringement

"Personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. With respect to this exclusion, intellectual property rights do not include the inadvertent use of the advertising ideas of others in "your" "advertisement".

However, this exclusion does not apply to an inadvertent accidental violation or infringement of copyright, slogan, or trade-dress rights that occur in "your" "advertisement" provided:

1. A "designated insured" did not know or suspect that your "advertisement" would be a violation or infringement of copyright, slogan or trade dress; and
2. "you" cease such violation or infringement upon being notified of the violation or infringement.

o. Social Media

"Personal and advertising injury" arising out of electronic chat rooms, gripe sites, social networking sites, blogs, bulletin boards, or other forums which the "insured" hosts, owns, or has the control or authority to manage or update.

p. Using intellectual property of others without permission

"Personal and advertising injury" arising out of using, without permission, the name or product of others on "your" web site, in "your" e-mail address, "advertisement", domain name, or metatags for the purpose of misleading the potential customers of another.

q. Violation of laws regulating distribution and recording of material

"Personal and advertising injury" arising directly or indirectly out of violations of, or alleged violations of:

- 1) the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
- 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

r. Nuclear

"Personal and advertising injury" arising directly or indirectly out of, caused by, or resulting from the hazardous properties of nuclear material or exposure to radiation or radioactivity of any kind from any source.

SECTION III – SUPPLEMENTAL PAYMENTS

1. If we investigate or settle a claim or defend a "suit" against an "insured", we will pay:
 - a. the court costs taxed against the "insured" in the "suit". These costs do not include attorneys' fees or attorneys' expenses taxed against any "insured";
 - b. all expenses we incur to investigate and defend;
 - c. the actual loss of earnings by the "insured" for the time spent away from work at our request. we pay up to \$250 per day;
 - d. the necessary and reasonable expenses incurred by the "insured" at our request to assist us in the defense or investigation of the claim or "suit";
 - e. pre-judgment interest awarded against the "insured" on that part of the judgment we pay. If we offer to pay the "limit", we will not pay any pre-judgment interest based on that period of time after the offer;
 - f. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when we tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, our "limit";
 - g. the cost of appeal bonds or bonds for the release of attachments up to our applicable "limit". However, we are not required to apply for or furnish such bonds; and
2. Payments under this coverage are in addition to the "limits" for the Commercial Liability Coverages.
3. If we defend an "insured" against a "suit" and an "indemnitee" of the "insured" is also named as a party to the "suit":
 - a. we will:
 - 1) defend that "indemnitee";
 - 2) pay attorneys' fees incurred by us in the defense of that "indemnitee";
 - 3) pay necessary litigation expenses incurred by us; and
 - 4) pay necessary litigation expenses incurred by the "indemnitee" at our request.
 - b. all of the following conditions must be met:
 - 1) the "suit" seeks "damages" against the "indemnitee" for which the "insured" has assumed the liability of the "indemnitee" in a written "covered contract"; and
 - 2) this insurance applies to such liability assumed by the "insured"; and
 - 3) the obligation to defend, or the cost of the defense of, that "indemnitee", has also been assumed by the "insured" in the same "covered contract"; and
 - 4) no conflict appears or is alleged to exist between the interests of the "insured" and the interests of the "indemnitee" in the allegations in the "suit" and in the information we know about the "occurrence"; and
 - 5) the "indemnitee" and the "insured" ask us to conduct and control the defense of that "indemnitee" against such "suit" and agree in writing that we can assign the same counsel to defend the "insured" and the "indemnitee"; and
 - 6) the "indemnitee" agrees in writing to:
 - a) cooperate with us in the investigation, settlement, or defense of the "suit"; and
 - b) immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit"; and
 - c) notify any other insurer whose coverage is available to the "indemnitee"; and

- d) cooperate with us with respect to coordinating other applicable insurance available to the "indemnatee"; and
- e) provide us with written authorization to obtain records regarding the "suit"; and
- f) provide us other information related to the "suit"; and
- g) provide us with written authorization to conduct and control the defense of the "indemnatee" in such "suit".

If the above conditions are met, such payments will not be deemed to be "damages" for "bodily injury" or "property damage" and will not reduce the "limits".

Our obligation to provide a defense for an "insured's" "indemnatee" and to pay for the "indemnatee's" defense and litigation costs as Supplemental Payments ceases when we have paid an amount equal to the applicable "limit" as the result of a judgment or settlement or when any single condition set forth under 3.b. 1), 2), 3), 4), 5), and 6) above is no longer met.

SECTION IV – WHAT MUST BE DONE IN CASE OF LOSS

1. Notice --

- a. In the case of an "occurrence" or offense, or if an "insured" becomes aware of anything that indicates that there may be a claim under the Commercial Liability Coverages, "you" must see to it that we receive notice as soon as practicable. Notice to our agent shown on the "declarations" is notice to us.
- b. The notice to us must state:
 - 1) the "insured's" name, current address and phone number; and
 - 2) the policy number; and
 - 3) the time, the place, and the circumstances of the "occurrence" or offense, or the situation that indicates that there might be a claim; and
 - 4) the names and addresses of all known and potential claimants and witnesses at the time of reporting.

2. **Cooperation** -- All "insureds" involved with an "occurrence" or an offense must cooperate with us in investigating or settling a claim or defending a "suit".

3. **Volunteer Payments** -- Any payment or expense made, agreed to, or assumed by an "insured", or the assignee of an "insured" without our written consent will be paid or assumed by the "insured" or the assignee of the "insured".

However, this does not apply to first aid to others at the time of "bodily injury".

4. **Other Duties** --

If a claim is made or a "suit" is brought against any "insured", "you" and any other "insured" involved in the claim or "suit" must:

- a. promptly send to us copies of all legal papers, demands, and notices received in connection with such claim or "suit";
- b. at our request, provide written authorization to obtain records and other information permitted to be obtained by applicable law; and
- c. at our request, cooperate and assist us in:
 - 1) settling the claim;
 - 2) investigating claims and conducting "suits" or administrative hearings or proceedings. This includes attending trials, hearings, and proceedings;
 - 3) enforcing rights against all parties who may be liable to any "insured" for injury or damage that may be covered by this insurance;
 - 4) securing and giving evidence; and
 - 5) obtaining the attendance of all witnesses.

SECTION V – HOW MUCH WE PAY

The "limits", shown on the "declarations" and subject to the following conditions, are the most we pay regardless of the number of:

- a. "insureds" under the Commercial Liability Coverages;
- b. persons or organizations who sustain injury or damage; or
- c. claims made or "suits" brought.

However, the payment of a claim under Coverage M does not mean that we admit we are liable under other coverages.

2. The General Aggregate "limit" is the most we will pay for the sum of:
 - a. all "damages" under Coverage L, except "damages" due to "bodily injury" or "property damage" included in the "products/completed work hazard";
 - b. all medical expenses under Coverage M; and
 - c. all "damages" under Coverage P.
3. The Products/Completed Work Hazard Aggregate "limit" is the most we will pay for "damages" due to "bodily injury" or "property damage" included in the "products/completed work hazard".
4. The Each Occurrence "limit", subject to the General Aggregate "limit" and the Products/Completed Work Hazard Aggregate "limit", is the most we will pay for the total of:
 - a. "damages" under Coverages L and P; and
 - b. medical expenses under Coverage M;due to all "bodily injury" and "property damage" arising out of a single "occurrence" or due to all "personal and advertising injury" sustained by one person or organization.
5. Subject to the Each Occurrence "limit", the most we pay for "property damage" to "rented premises" is \$50,000 for each "occurrence" unless otherwise shown on the "declarations".
6. The Coverage M "limit" is the most that we will pay under Coverage M for all medical expenses because of "bodily injury" sustained by any one person.
7. The General Aggregate "limit" and the Products/Completed Work Hazard Aggregate "limit" apply separately to each consecutive 12-month period beginning with the inception date of the Commercial Liability Coverage shown on the "declarations". They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining "limits".

SECTION VI - CONDITIONS

1. **Bankruptcy** -- Bankruptcy or insolvency of an "insured" does not relieve us of our obligations under Commercial Liability Coverage.
2. **Insurance Under More Than One Policy** -- (Applies to all coverages except Coverage M -- Medical Payments.)
 - a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 2.c. below, or unless otherwise stated. The amount of our liability is not reduced because of other insurance which applies to the loss on other than a primary basis.
 - 1) If the other insurance is also primary, we will share in the loss as follows:
 - a) If the other insurance provides for contribution by equal shares, we will pay equal amounts with other insurers until:
 - i. the lowest applicable "limit" under any one policy is reached; or
 - ii. the full amount of the loss is paid.If part of the loss remains unpaid, we will pay an equal share with the other insurers until the full amount of the loss is paid, or until we have paid our "limit" in full.

- 2) If the other insurance does not provide for contribution by equal shares, we will pay, up to our "limit", but no more than that proportion of the loss to which the applicable "limit" under this policy for such loss bears to the total applicable "limit" for all insurance against the loss.
- b. Insurance under this Commercial Liability Coverage is excess over any other insurance:
 - 1) if the other insurance, whether primary, excess, contingent, or on any other basis, provides:
 - a) fire, theft, extended coverage, builders' risk, installation risk, or similar coverage for "your work"; or
 - b) fire insurance for premises rented to "you"; or
 - c) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, "autos", or watercraft and is not otherwise excluded from coverage under this policy; or
 - d) any other primary insurance available to "you" covering liability for "damages" for which "you" have been added as an additional insured.
 - c. When this insurance is excess over any other insurance:

- 1) we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will do so. However, we will be entitled to the "insured's" rights against all those other insurers.
- 2) we will pay our share of the amount of loss, if any, that exceeds the sum of:
 - a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b) the total of all deductibles and self-insured amounts required by such other insurance.

We will share the remaining loss with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the "limits" shown on the declarations of this Commercial Liability Coverage.

3. Misrepresentation, Concealment or Fraud -- This coverage is void as to "you" and any other "insured" if before or after a loss:

- a. "you" have, or any "insured" has, willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) the "insured's" interest herein;
- b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.
- c. material facts include, the following information submitted by "you" at the time of application for this insurance:
 - 1) previous or pending claims; and
 - 2) actual or projected past, present or future sales, or payroll
 - 3) details regarding your business operations and "your" "product" or "your work".

4. Motor Vehicle Financial Responsibility Certification -- When proof of financial responsibility under the provisions of any motor vehicle financial responsibility law is required, the insurance provided by this policy does not constitute compliance with the law and this policy may not be offered or considered as proof of financial responsibility or compliance with such law. Compliant commercial automobile insurance must be purchased for those vehicles to assure compliance with the law.

5. Premium

- a. The first Named Insured shown in the "declarations" agrees that the information submitted to us was true and correct at the time of submission. The first Named Insured understands that we used the submitted information with our rates and rules for computation of premium under this policy and that they must keep records and documentation of such information.
- b. If any Named Insured is a contractor:
 - 1) certificates of insurance proving "your" subcontractors commercial liability insurance; and
 - 2) proof of maintenance of "your" own workers compensation insurance for the policy period are part of those records.

With reasonable notice we may audit those books and records at any time during the policy period and up to three years after the termination of this policy. As an alternative we may choose for "you" to send us copies of the records, and "you" agree to send them to us upon our request.

- c. If the premium is shown on the "declarations" as a deposit premium, we will compute the final earned premium for the policy period per 5.a. above. If the resulting final earned premium calculation is more than the deposit premium paid by "you", we will bill "you" for the difference. If the final earned premium is less than the deposit premium paid by "you", we will return the difference to "you".
- d. If the premium shown in the "declarations" is flat there is no audit adjustment. However, we may still audit "your" books and records to determine the actual amount of exposures covered by the policy.

6. **Separate "insureds"** -- Coverage provided under this Commercial Liability Coverage applies separately to each "insured" against whom claim is made or "suit" is brought. This does not affect the "limits" stated under **SECTION V – HOW MUCH WE PAY**

7. **Subrogation Rights**

- a. If we pay under this Commercial Liability Coverage, and an "insured" has rights to recover all or part of such payment, such rights are transferred to us. The "insured" may not do anything after an "occurrence" offense or loss to impair such rights. If we so request the "insured" will bring "suit" or transfer their rights of recovery to us and help us enforce them.
- b. When required by a written contract executed prior to the "occurrence" offense or loss, we waive any right of recovery we may have against the person or organization party to such written contract because of payments we make for "bodily injury" or "property damage" arising out of "your work" done under such written contract with that person or organization.

8. **"Suit" Against Us**

No "suit" may be brought against us unless:

- a. all the "terms and conditions" of this Commercial Liability Coverage have been complied with; and
- b. the amount of the "insured's" liability has been determined by:
 - 1) a final judgment against an "insured" as a result of a trial; or
 - 2) a written agreement by the "insured", the claimant, and us.

No person has a right under the Commercial Liability Coverage to join us or implead us in actions that are brought to determine an "insured's" liability.

9. **Knowledge Of Bodily Injury Or Property Damage**

Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:

- a. when a "suit", claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by any "designated insured";
- b. when any "designated insured" reports the "bodily injury" or "property damage" to "us" or any other insurer; or
- c. when any "designated insured" becomes aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

LIABILITY DEDUCTIBLE

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental declarations.)

	Deductible Amount
1. "Bodily Injury" (per claim)	\$ _____
..... (per "occurrence")	\$ _____
2. "Property Damage" (per claim)	\$ _____
..... (per "occurrence")	\$ _____
3. "Bodily Injury", "Property Damage" and "Personal and Advertising Injury" ... (per claim)	\$ _____
..... (per "occurrence")	\$ \$2,000

APPLICATION OF ENDORSEMENT

(Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss, however caused.)

The Commercial Liability Coverage is amended as follows:

HOW MUCH WE PAY

The following is added:

1. "Our" obligation under Coverage L – Bodily Injury and Property Damage Liability and Coverage P – Personal and Advertising Injury Liability to pay "damages", loss adjustment expenses, or defense expenses on behalf of the insured applies only to the amount of "damages" and expenses in excess of any deductible amounts stated on the schedule above as applicable to such coverages.
2. The deductibles shown on the schedule apply as follows:
 - a. Per Claim Basis -- The per claim deductible applies as follows:
 - 1) If a "bodily injury" deductible is indicated in the schedule, the deductible applies to all "damages" and expenses because of "bodily injury" sustained by one person.
 - 2) If a "property damage" deductible is indicated in the schedule, the deductible applies to all "damages" because of "property damage" sustained by one person or organization, as a result of any one "occurrence".
 - 3) If a combined "bodily injury", "property damage" and "personal and advertising injury" deductible is indicated in the schedule, the deductible applies to all "damages" because of "bodily injury", "property damage" and "personal and advertising injury" sustained by one person or organization as the result of any one "occurrence" or offense or a series of related "occurrences" or offenses.
 - b. Per "Occurrence" Basis -- The per "occurrence" deductible applies as follows:
 - 1) If a "bodily injury" deductible is indicated in the schedule, the deductible applies to all "damages" because of "bodily injury" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "damages" because of that "occurrence".
 - 2) If a "property damage" deductible is indicated in the schedule, the deductible applies to all "damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "damages" because of that "occurrence".
 - 3) If a combined "bodily injury", "property damage" and "personal and advertising injury" deductible is indicated in the schedule, the deductible applies to all "damages" because of "bodily injury", "property damage" and "personal and advertising injury" as the result of one "occurrence" or offense or a series of related "occurrences" or offenses regardless of the number of persons or organizations who sustain "damages" because of that "occurrence".

CONDITIONS

1. The “terms” of the policy, including those with respect to:
 - a. “our” rights and duties with respect to the defense of suits; and
 - b. the insured's duties in the event of an “occurrence” apply irrespective of the application of the deductible amount.
2. “we” may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, “you” shall promptly reimburse “us” for such part of the deductible amount as has been paid by “us”.

AMENDATORY ENDORSEMENT FLORIDA

1. Under Common Policy Conditions,
Cancellation is deleted and replaced by the
following:

Cancellation

- a. "You" may cancel this policy by:
- 1) returning the policy to "us"; or
 - 2) giving "us" written notice and stating
at what date coverage is to stop.
- b. "We" may cancel this policy by delivering
or mailing written notice to "you" at the
address shown on the "declarations".
"Our" notice will state the specific
reason(s) for cancellation. Proof of
delivery or mailing is sufficient proof of
notice.
- c. If this policy has been in effect for 60
days or less, "we" may cancel for any
reason.
- 1) However:
- a) "We" may cancel this policy
based on property insurance
claims that are the result of an
act of God only if "we" can show,
by claims frequency or
otherwise, that "you" have failed
to take action reasonably
necessary as requested by "us"
to prevent further damage to
"your" property.
 - b) "We" may cancel this policy
based solely on a single property
insurance claim that is the result
of water damage only if "we" can
demonstrate that "you" have
failed to take action reasonably
requested by "us" to prevent a
future similar occurrence of
damage to the insured property.

- 2) If "we" cancel for nonpayment of
premium, "we" will give "you" notice
at least 10 days before the
cancellation is to be effective.
- 3) Except as provided in 4) below, if
"we" cancel for any reason other
than nonpayment of premium, "we"
will give "you" notice at least 20 days
before the cancellation is to be
effective.

However, "we" may cancel
immediately if there has been:

- a) a material misstatement or
misrepresentation; or
 - b) a failure to comply with the
underwriting requirements that
"we" have established.
- 4) If this policy is issued to cover a
residential structure:
- a) "We" may not cancel this policy:
- (1) for a period of 90 days after
the residential structure has
been repaired, if such
structure has been damaged
by a hurricane or windstorm
that is the subject of a
declaration of emergency
issued by the Governor and
an order filed by the
Commissioner of Insurance
Regulation; or
 - (2) until the earlier of when such
structure has been repaired
or one year after "we" issue
the final claim payment, if
such structure has been
damaged by any covered
peril and item (1) above does
not apply.

- b) However, "we" may cancel this policy prior to the completion of repairs as follows:
 - (1) upon 10 days' notice for nonpayment of premium; or
 - (2) upon 45 days' notice if:
 - (a) there has been a material misstatement or fraud related to the claim;
 - (b) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
 - (c) "we" have paid the policy "limits" applicable to the covered structure.
 - c) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.
 - d. If this policy has been in effect for more than 60 days, "we" may cancel based only on one or more of the following reasons:
 - 1) a failure to pay premium when due;
 - 2) a material misstatement;
 - 3) a failure to comply, within 60 days after the date of effectuation of coverage, with underwriting requirements established by "us" before the date of effectuation of coverage;
 - 4) a substantial change in the risk covered;
 - 5) the cancellation is for all insureds for a given class of insureds;
 - 6) property insurance claims that are the result of an act of God, but only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property; or
 - 7) one or more property insurance claims that are the result of water damage, but only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.
- Notwithstanding 1) through 7) above, "we" may not cancel based on any reason prohibited by law. If this policy is issued to cover a residential structure or its contents, this includes but is not limited to credit information available in public records.
- e. If this policy has been in effect for more than 60 days and:
 - 1) "we" cancel for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is to be effective;
 - 2) except as provided in 3) and f. below, "we" cancel for one or more of the reasons provided in d.2) through d.7) above, "we" will give "you" notice at least 45 days before the cancellation is to be effective; or
 - 3) this policy is issued to cover a residential structure or its contents, if "we" cancel for any reason other than nonpayment of premium, "we" will give "you" notice at least 120 days before the cancellation is to be effective.
 - f. If this policy has been in effect for more than 60 days and is issued to cover a residential structure:
 - 1) "We" may not cancel this policy:
 - a) for a period of 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or

- b) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such structure has been damaged by any covered peril and item a) above does not apply.
 - 2) However, "we" may cancel this policy prior to the completion of repairs as follows:
 - a) upon 10 days' notice for nonpayment of premium; or
 - b) upon 45 days' notice if:
 - (1) there has been a material misstatement or fraud related to the claim;
 - (2) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
 - (3) "we" have paid the policy "limits" applicable to the covered structure.
 - 3) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.
 - g. If this policy is:
 - 1) issued to cover a residential structure or its contents; and
 - 2) "we" cancel for nonpayment of premium which results from failure of the mortgagee to pay the premium when due;

"we" will reinstate the policy retroactive to the date of cancellation if the premium is received not more than 90 days after the due date. By Florida law, the mortgagee is required to reimburse "you" for any penalty or fee imposed by "us" and paid by "you" for reinstating the policy.
 - h. Notwithstanding c. through g. above, if this policy is issued to cover a residential structure or its contents, "we" may cancel by giving "you" notice at least 45 days before cancellation is effective if the Florida Office of Insurance Regulation finds that the cancellation of some or all of "our" policies covering residential structures or their contents is necessary to protect the best interests of the public or policyholders due to:
 - 1) "our" financial condition;
 - 2) the lack of adequate reinsurance coverage for hurricane risk; or
 - 3) other relevant factors;and the Florida Office of Insurance Regulation approves "our" plan for early cancellation of some or all of "our" policies.
 - i. If "you" or "we" cancel this policy, "your" return premium, if any, will be refunded within 15 business days after the effective date of cancellation unless the final policy premium is determined by audit. If the final policy premium is determined by audit, an audit will be performed and premium refunded within 90 days from the date of cancellation. If an audit cannot be completed within that time, "we" will accept audit information that "you" provide and refund any return premium within 10 business days after "we" receive the necessary audit information from "you". If "we" are unable to obtain audit information due to "your" lack of cooperation, the deposit premium will be considered fully earned. In all cases, if the return premium is \$5.00 or less, "we" will not provide a refund unless "you" expressly request it. Payment or tender of unearned premium is not a condition of cancellation.
2. Under Common Policy Conditions, the following condition is added:

Nonrenewal

- a. If "we" do not renew this policy, "we" will give "you" notice at the address shown

on the "declarations". "Our" notice will state the specific reason(s) for nonrenewal. Proof of delivery or mailing is sufficient proof of notice.

- b. "We" may nonrenew this policy for any reason.

However:

- 1) "We" may nonrenew this policy based on property insurance claims that are the result of an act of God only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property.
- 2) "We" may nonrenew this policy based solely on a single property insurance claim that is the result of water damage only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.
- 3) "We" may nonrenew this policy based on the filing of claims for sinkhole loss only if:
 - a) the total of such claim payments equals or exceeds the policy "limits" of coverage for the policy in effect on the date of loss, for property damage to the covered building(s), as set forth on the "declarations"; or
 - b) "you" have failed to repair the structure in accordance with the engineering recommendations made pursuant to Florida law upon which any payment or policy proceeds were based.
- 4) "We" may not nonrenew for any reason prohibited by law. If this policy is issued to cover a residential structure or its contents, this includes but is not limited to credit information available in public records.

- c. Except as provided in d. and e. below, if "we" do not renew this policy, "we" will give "you" notice at least 45 days before the nonrenewal is to be effective.

- d. Except as provided in e. below, if this policy is issued to cover a residential structure or its contents, "we" will give "you" notice at least 120 days before the nonrenewal is to be effective.

However, if the Florida Office of Insurance Regulation finds that the nonrenewal of some or all of "our" policies covering residential structures or their contents is necessary to protect the best interests of the public or policyholders due to:

- 1) "our" financial condition;
- 2) the lack of adequate reinsurance coverage for hurricane risk; or
- 3) other relevant factors;

and the Florida Office of Insurance Regulation approves "our" plan for early nonrenewal of some or all of "our" policies, "we" will give "you" notice at least 45 days before the nonrenewal is to be effective.

- e. If this policy is issued to cover a residential structure:

- 1) "We" will give "you" notice at least 90 days before the nonrenewal is to be effective, and such effective date will not be:
 - a) less than 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or
 - b) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such

- structure has been damaged by any covered peril and item a) above does not apply.
- 2) However, "we" may nonrenew this policy prior to the completion of repairs as follows:
- a) upon 10 days' notice for nonpayment of premium; or
 - b) upon 45 days' notice if:
 - (1) there has been a material misstatement or fraud related to the claim;
 - (2) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
 - (3) "we" have paid the policy "limits" applicable to the covered structure.
- 3) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.
3. Under Common Policy Conditions, the following condition is added:
- Renewal** -- If "we" decide to renew this policy, "we" will give "you" written notice of the renewal premium at least 45 days prior to the renewal date.
4. Under Common Policy Conditions, Inspections is deleted and replaced by the following:
- Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report is not an agreement that "your" property or operations are:
- a. safe;
 - b. healthful; or
 - c. in compliance with laws, rules, or regulations.
- Inspections or reports are for "our" benefit only.

CL 0160 08 23

CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES

(The entries required to complete this endorsement will be shown below, on the "declarations", or on the "schedule of coverages".)

SCHEDULE

Certified Terrorism Loss Premium \$ 0

Additional information, if any, concerning terrorism premium:

Federal share of terrorism losses: 80 %

1. The portion of "your" premium that is attributed to coverage for "certified terrorism loss" is shown in the Schedule above.
2. Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Department of the Treasury under the federal Terrorism Risk Insurance Program. Under such program, the Treasury pays a percentage of insured losses for "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain. The percentage paid by the Treasury is shown in the Schedule above.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended (the Act), exceed \$100 billion in a calendar year (January 1 through December 31), the Treasury will not make payment for any portion of the amount of such losses that exceeds \$100 billion.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded \$100 billion in a calendar year, and "we" have met "our" insurer deductible under the Act, "we" will not pay for any portion of "certified terrorism loss" that exceeds \$100 billion. If the "certified terrorism loss" exceeds \$100 billion in a calendar year, losses up to \$100 billion are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Act.

CERTIFIED TERRORISM LOSS

1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
 - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".
3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

GL 0250 01 15

EXCLUSION -- WET ROT, DRY ROT, BACTERIA, FUNGI, OR PROTISTS

The Commercial Liability Coverage is amended as follows:

1. The following exclusions are added:
 - a. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to:
 - 1) wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
 - b. "We" do not pay for any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of:
 - 1) wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
 - c. "We" do not pay for any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of:
 - 1) wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
2. However, exclusion 1.a. above does not apply to:
 - a. "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to *Staphylococcus aureus*, *Salmonella*, *Clostridium perfringens*, *Campylobacter*, *Listeria monocytogenes*, *Vibrio parahaemolyticus*, *Bacillus cereus*, and *Escherichia coli*.); or
 - b. "bodily injury" suffered by an "employee" of an "insured" while performing duties in connection with the "insured's" farming operations, but only to the extent that "bodily injury" to an "insured's" "employees" is covered by this policy.

CALENDAR DATE OR TIME FAILURE EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

"We" do not pay for "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) resulting from the failure of any electronic data processing equipment, computer program, software, media, or data to correctly recognize, interpret, or process any encoded, abbreviated, or encrypted date or time.

NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION

1. The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:

"Terrorism" means activities against persons, organizations, or property of any nature:

- a. that involve the following or preparation for the following:
 - 1) use or threat of force or violence; or
 - 2) commission or threat of a dangerous act; or
 - 3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. when one or both of the following applies:
 - 1) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

2. The following exclusion is added:

TERRORISM EXCLUSION

"We" will not pay for injury or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

When this Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under the Coverage Part to which this endorsement applies.

3. The following provision is added.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion set forth by this endorsement, coverage does not apply to injury or damage that is otherwise excluded under the Coverage Part to which this endorsement applies.

EXCLUSION - DATA BREACH LIABILITY

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL LIABILITY COVERAGES

The following exclusion is added to Coverage L and Coverage P:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of disclosure of or access to private or confidential information belonging to any person or organization.

This exclusion also applies to "damages" for any expenses incurred by "you" or others arising out of disclosure of or access to private or confidential information belonging to any person or organization, including expenses for credit monitoring, notification, forensic investigation, and legal research.

EXCLUSION -- COMMUNICABLE DISEASE

The Commercial Liability Coverage of this policy is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

EXCLUSIONS

The following exclusions are added to Coverage L – Bodily Injury and Property Damage Liability and Coverage P – Personal and Advertising Injury Liability

1. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the actual or alleged transmission of a communicable disease by:
 - a. a person;
 - b. an "insured's" property, including "products"; or
 - c. the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or suit against any "insured" alleges negligence or other improper action in the:

- a. failure to report the communicable disease to proper authorities;
- b. failure to prevent the spread of the communicable disease;

- c. hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
 - d. testing or failure to test for a communicable disease.
2. "We" do not pay for any loss, cost, or expense arising out of any:
 - a. request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a communicable disease or the conditions to which a communicable disease is attributed; or
 - b. claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a communicable disease or the conditions to which a communicable disease is attributed.
3. As used in this endorsement, a communicable disease is defined as a disease which is caused by parasites, bacteria, viruses, prions, or organisms and is transmitted from person to person or is transmitted directly or indirectly from person to animal, animal or other property to person, or animal to animal or other property.

WRONGFUL EVICTION EXCLUSIONARY ENDORSEMENT

The Commercial Liability Coverage offered by this policy is amended as follows:

The definition of "personal injury and advertising injury" is deleted and entirely replaced by the following:

"Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:

- a. oral or written publication, including electronic publication, of material that:
 - 1) slanders or libels a person or organization;
 - 2) disparages a person's or an organization's goods, products, or services; or
 - 3) violates a person's right of privacy;
- b. false arrest, detention, or imprisonment;
- c. malicious prosecution;
- d. misappropriation of advertising ideas of another in "your" "advertisement";
- e. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ASSAULT AND BATTERY EXCLUSION WITH LIMITED COVERAGE BUY BACK

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGES

A. The following exclusions are added to paragraph A.2. EXCLUSIONS APPLICABLE TO COVERAGE L. of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES, and paragraph C.2. EXCLUSIONS of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES:

1. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:
 - a) The actual or threatened assault, battery, abuse, or molestation by anyone of any person; or
 - b) The negligent:
 - i.) Employment; or
 - ii.) Investigation; or
 - iii.) Supervision; or
 - iv.) Training; or
 - v.) RetentionOf a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above; or
 - c) Any "insured's" failure in their duty to maintain a safe and secure premises if the "bodily injury", "property damage", or "personal and advertising injury" is excluded, in whole or in part, by Paragraph 1. above.
2. We shall have no duty to defend or indemnify any claim, demand, "suit", action, arbitration, alternative dispute resolution or any other judicial or administrative proceeding seeking "damages", equitable relief, injunctive relief, or administrative relief where:
 - a) Any actual or alleged "bodily injury" or "personal and advertising injury" arises out of any combination of an assault or battery related cause and a non-assault and battery related cause; or
 - b) Any actual or alleged "bodily injury" or "personal and advertising injury" arise out of assault or battery as a concurrent cause of injury regardless of whether the assault or battery is the proximate cause of injury; or
 - c) Any actual or alleged "bodily injury" or "personal and advertising injury" arises out of any act or omission in connection with the prevention or suppression of an assault, battery, or other physical altercation.
3. This exclusion applies even if the person committing or alleged to have committed the assault, battery, abuse, or molestation:
 - a) Does not have the capacity to understand their behavior or form the necessary intent to commit assault, battery, abuse, or molestation; or
 - b) Believes that such assault, battery, abuse, or molestation is warranted, deserved or otherwise beneficial or harmless to the victim of such assault, battery, abuse, or molestation.

B. "We" will provide a conditional limited buy back of the coverage excluded as follows:

1. Notwithstanding Paragraph A above, "we" will pay in excess of the deductible shown in Paragraph D., but only as limited in Paragraph B
2. Below, for "damages" and "defense expenses" because of "bodily injury" that an "insured" becomes legally obligated to pay that are excluded in paragraph A.1. that are not otherwise excluded by this policy provided:
 - a) The "bodily injury" occurs during the policy period; and
 - b) The "bodily injury" is reported to us within one year of the expiration or termination of this policy, whichever is earlier; and
 - c) The "bodily injury" is not a continuation of multiple allegations of assault or battery that commenced or is alleged to have commenced prior to the policy period; and
 - d) "You" have never had claims or allegations of assault or battery of any kind at the locations insured by this policy, or if "you" have, "you" fully disclosed all such claims to "us" prior to "us" providing this coverage; and
 - e) If the person who committed, or is alleged to have committed the assault or battery was or is an "employee" they were subject to a paid pre-employment criminal background check performed by a qualified licensed provider of such services; and the report from the background check showed no history or report of any allegations of assault, battery, abuse or molestation or restraining orders of any kind and you provide that report to "us" upon request.
3. The most "we" will pay for any combination of "damages" and "defense expenses" because of "bodily injury" caused by or arising out of any actual or alleged assault or battery that occurs or is alleged to occur during the policy period is \$100,000. This limit applies regardless of:
 - a) the number of claims or "occurrences"; or
 - b) the number of people claiming injury or "damages"; or
 - c) the number of policies you have had with "us".

C. The following definition is added to this policy for the purposes of this endorsement:

1. "Defense expenses" means costs of investigation, adjustment and defense of "claims" and "suits" which are authorized by "us". "Defense expenses" shall not include:
 - a) Expenses of our salaried "employees", salaries of any "insured's" "employees" or either "our" or "your" office expenses or
 - b) Attorneys' fees or attorneys' expenses taxed against the "insured."

D. The deductible amount of \$1,000 applies to each and every claim made under this limited buy back of assault and battery. This amount is a substitute for and not in addition to any other deductible that may apply.

E. Amounts or classes of claims expenses and costs as detailed in **SUPPLEMENTAL PAYMENTS do not apply to this limited buy back of assault and battery and are not included in this limited coverage.**

All other terms and conditions of this policy remain unchanged.

SPORTS PARTICIPANTS EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Liability Coverages

The following is added to the exclusions under Coverage L and Coverage P:

This insurance does not apply to claims for "bodily injury" or "personal and advertising injury" arising out of injury or damage to any person while practicing for, competing, officiating, or otherwise participating in any contest, event, or competition of an athletic or sports nature.

This exclusion applies even if the claims against an "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training, sponsorship, provision, or monitoring of others or a premises by an "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN TRAFFICKING EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Liability Coverages

- a. The following exclusion is added to Coverage L and Coverage P:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened "human trafficking" of any person; or
- 2.. Any "insured's" responsibility or duty to:
 - a.. report, stop, thwart, or reduce "human trafficking" or prostitution activities at any site or location; or
 - b.. train any person or organization to recognize and report signs of suspected "human trafficking", sex trafficking or identify victims that may be or are being trafficked.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any "insured", if the "occurrence" or offense which caused the "bodily injury", "property damage", or "personal and advertising injury" was the result of actual or alleged "human trafficking" or prostitution.

- b. The following definition is added to the policy for the purposes of this endorsement:

"Human Trafficking" means detaining, transporting, coercing or recruiting any person to perform labor, sexual activities, or otherwise be held against their will, have their movements restricted, or perform involuntary acts regardless of whether or not they receive any compensation, food, clothing, debt relief, or any other actual or alleged benefit. Human trafficking includes but is not limited to acts that result in:

- a. forced labor
- b. Sex trafficking and/or prostitution or other involuntary sex acts
- c. Organ trafficking
- d. Impressed military or armed service
- e. Domestic or commercial servitude
- f. Debt bondage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE OR LOSS SUSTAINED FROM EXPOSURES OR AREAS UNDER THE CONTROL OR RESPONSIBILITY OF A MASTER ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGES

**I. The following exclusion is added to paragraph A.2. EXCLUSIONS APPLICABLE TO
COVERAGE L OF SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES:**

"We" do not pay for actual or alleged "bodily injury" or "property damage" arising out of any exposure, property, location, or operation conducted by or on behalf of any "master association" or for which a "master association" is responsible or may be held liable.

II. The following definition is added to paragraph B. of SECTION I – DEFINITIONS:

"Master association" means any association, organization, or entity that manages common areas shared by the "insured" shown in the "declarations".

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COLLECTION, STORAGE, SALE TRANSFER OR USE OF BIOMETRIC INFORMATION OR CONFIDENTIAL AND SENSITIVE INFORMATION

I. The following exclusion is added to the coverage provided by this policy:

"We" do not pay for "personal and advertising injury", "bodily injury" or "property damage" arising out of or caused by or alleged to arise out of or have been caused by, in whole or in part, any "insured" collecting, using, providing, storing, transferring, or selling any "biometric information" or "confidential and sensitive information" of any kind for any reason.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "occurrence" or offence which caused the "bodily injury", "property damage", or "personal and advertising injury", involved collecting, using, providing, storing, transferring or selling any "biometric information" or "confidential and sensitive information" of any kind for any reason. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

II. The following definitions are added for the purposes of this endorsement:

- a. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, facial recognition, iris recognition, voice recognition, or DNA. "Biometric identifiers" do not include writing samples, written signatures, photographs, or security camera footage.
- b. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's "biometric identifier" used to identify an individual.
- c. "Confidential and sensitive information" means personal information that can be used to uniquely identify an individual or an individual's account or property. "Confidential and sensitive information" includes, but is not limited to:
 - a. a genetic marker,
 - b. genetic testing information,
 - c. a voice recording or voice print
 - d. a unique identifier number to locate an account or property,
 - e. an account number,
 - f. a PIN number,
 - g. a pass code,
 - h. a driver's license number,
 - i. a social security number.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

CONDITIONAL ANIMAL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGES

A. The following exclusions are added to paragraph A.2. EXCLUSIONS APPLICABLE TO COVERAGE L of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES, and paragraph C.2. EXCLUSIONS of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES

1. This insurance does not apply to “bodily injury”, “property damage”, or “personal injury and advertising injury” arising out of, caused by, or resulting from any animal.
2. This exclusion only applies to the liability of any “insured” for any animal:
 - a. Owned by an “insured”; or
 - b. In the care custody or control of an “insured”; or
 - c. For which an “insured” is legally responsible by reason of a tenant’s ownership, care, custody, or control of such animal.
3. This exclusion applies even if the claims against an “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others or a premises by an “insured”, if the “occurrence” or offense which caused the “bodily injury”, “property damage”, or “personal and advertising injury”, was caused by, in whole or in part, an animal.

B. “We” will provide a conditional coverage for that excluded in paragraph A. above as follows:

1. The exclusion in paragraph A. does not apply to claims for “bodily injury”, “property damage”, or “personal injury and advertising injury” caused by an animal attack or animal caused injury or damage that an “insured” becomes legally obligated to pay that are not otherwise excluded by this policy but only if:
 - a. “You” have not had claims or allegations of any kind in the previous five years excluded in paragraph A. above at the location(s) insured by this policy; and
 - b. “Your” lease, rental agreement or condominium association or homeowners’ association membership agreement contains a valid and enforceable unlimited hold harmless and indemnity agreement that applies to the entirety of any claim otherwise excluded by paragraph A. above, and you produce that agreement upon “our” request; and
 - c. “You” have a certificate of insurance evidencing personal liability insurance in force at the time of the “occurrence” covering “your” tenant who owns or is otherwise responsible for the animal with a limit of liability no less than \$100,000 per “occurrence” and “you” produce that certificate upon “our” request; and
 - d. “You” have and enforce a pet policy that requires animals in publicly accessible or common areas to be leashed and forbids “exotic animals”, animals with a previous bite incident, and further forbids the following breeds from the premises:
 - i.) American Pit Bull Terrier or Pit Bull mixes
 - ii.) German shepherd

- iii.) Rottweiler
- iv.) Chow
- v.) American Bulldog
- vi.) Doberman pinschers
- vii.) Bullmastiff
- viii.) Siberian Husky

Enforcement does not mean “we” expect a guarantee of total absence from the insured premises of unleashed or forbidden animals, but rather a demonstrated good faith effort of pre-planned enforcement actions against offending parties up to and including eviction proceedings.

C. The following definition is added to paragraph B. of SECTION I – DEFINITIONS:

“Exotic animals” means any version or hybrid of an animal more typically found in the wild whether or not domesticated or born in captivity. This applies regardless of any filing of need for emotional support by the owner if such animal is a domesticated version of a wild animal. Examples include, but are not limited to, wolves and wolf hybrids, wild cats, coyotes, lions, monkeys, apes, otters, all poisonous reptiles, alligators, crocodiles, birds of prey, or any animal banned from private ownership by the strictest of any applicable law, rule, regulation, or ordinance.

All other terms and conditions of this policy remain unchanged.

ADDITIONAL INSURED CONDOMINIUM UNIT OWNERS

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of "insured" is amended to include each individual unit-owner or lot-owner of the "insured" named on the declarations, but only with respect to liability arising out of the unit-owner's or lot-owner's interest in the common areas and facilities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

TRAMPOLINE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGES

The following exclusion is added to paragraph A.2. EXCLUSIONS APPLICABLE TO COVERAGE L of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES, and paragraph C.2. EXCLUSIONS of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES

“We” do not pay for any loss, cost, or expense arising out of:

Trampolines

Claims for “bodily injury” or “property damage” arising out of in whole or in part, the existence of any trampoline, or the ownership, maintenance, operation, supervision, use, of any trampoline by any person or entity.

All other “terms” of the policy apply, except as amended by this endorsement.

LIMITATION OF COVERAGE TO LOCATIONS, PROJECTS OR OPERATIONS DESCRIBED IN THE DECLARATIONS

This endorsement modifies the **COMMERCIAL LIABILITY COVERAGE**

A. Paragraph 1.e. of the Insuring Agreement for **COVERAGE L – BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted and entirely replaced by the following:**

- e. This insurance applies only to "bodily injury" or "property damage":
 - 1) caused by an "occurrence" which takes place in the "coverage territory":
 - a. Occurs at a location specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; or
 - b. Arises out of "products" or "your work" specifically shown in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; and
 - 2) which occurs during the policy period; and
 - 3) which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period. If a "designated insured" knew, as stated under the **SECTION VI – CONDITIONS** paragraph **9. Knowledge of Bodily Injury or Property Damage** prior to the inception date of the policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of the policy period.

B. Paragraph a. of the Insuring Agreement for **Coverage M – Medical Payments is deleted and entirely replaced by the following:**

- a. We pay the medical expenses detailed in paragraph c. below for "bodily injury" caused by an accident:
 - 1) at a location specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; or
 - 2) on the ways adjacent or next to a location specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; or
 - 3) Arises out of "your" on going operations at a location where "your work" specifically shown in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid is being performed.

C. Paragraph 1.e. of the Insuring Agreement for **COVERAGE P --PERSONAL AND ADVERTISING INJURY LIABILITY is deleted and entirely replaced by the following:**

e. We cover "personal and advertising injury" arising out of an offense committed in the course of "your" business, if the offense was committed:

- 1) During the policy period; and
- 2) at a location within the "coverage territory" that is specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; or
- 3) in connection with "products" or "your work" specifically shown in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid

However, with respect to Paragraph 3) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- 1) False arrest, detention or imprisonment; or
- 2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor not otherwise excluded or limited;

then such offense must arise out of "your" business performed at a location within the "coverage territory" that is specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid.

All other terms, conditions and endorsements remain unchanged

EXCLUSION - POLYFLUOROALKYL AND PERFLUOROALKYL SUBSTANCES

This endorsement modifies insurance provided under the following:

Commercial Liability Coverages

I. The following exclusion is added to Coverage L and Coverage P:

This insurance does not apply to:

- A. Any actual, alleged, threatened, or suspected "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or contributed to, or in any way related to "PFAS", including, but not limited to:
 - 1. Inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "PFAS";
 - 2. Design, manufacture, storage, processing, packaging, handling, testing, distribution, sale or disposal of "PFAS";
 - 3. Discharge, dispersal, seepage, migration, release, flaking, leakage, leaching, friability, release or escape of "PFAS"
 - 4. Providing or failing to provide warnings or instructions with respect to "PFAS";
 - 5. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "PFAS"; or
 - 6. Violation of any national, state, or local law or regulation related to "PFAS";
- B. Any request, demand, order or statutory, regulatory or legal requirement of any kind that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess or remediate the effects of "PFAS";
- C. Any claim or suit by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to, or assessing the effects of "PFAS"; or
- D. Any other injury or damage, liability, loss, cost, expense, fine or penalty arising out of or in any way related to "PFAS" including but not limited to punitive or exemplary damages.

II. For the purposes of this endorsement the following definition is added:

"PFAS" means:

- a. any perfluoroalkyl or polyfluoroalkyl substances; any fluorinated polymers; or any goods or products, materials, compounds, or substances that consist of or contain any amount of perfluoroalkyl substances, polyfluoroalkyl substances, or fluorinated polymers.
- b. "PFAS" includes, but is not limited to, any substance, material, product, component part or other solid, liquid or gaseous matter, including waste, containing, in whole or in part, alone or in combination, any:
 - 1) perfluoroalkyl acids; or
 - 2) perfluoroalkyl carbolic acids; or
 - 3) perfluoroalkyl carboxylates; or
 - 4) perfluoroalkane sulfonic acids; or
 - 5) perfluoroalkane sulfonates; or
 - 6) perfluoroalkane sulfonamides; or
 - 7) Fluoropolymers; or
 - 8) Perfluoropolyethers; or
 - 9) side-chain fluorinated polymers; or

- 10) perfluoroalkyl ether carboxylic acids; or
 - 11) fluorotelomer substances; or
 - 12) perfluoroalkane sulfonamido substances; or
 - 13) fluorinated polymers; or
 - 14) any chemical compound that has a fluorine atom attached to an alkyl chain containing at least one perfluoroalkyl moiety; or
 - 15) any chemical or substance that contains at least one fully fluorinated methyl or methylene carbon atom without a direct bond with that carbon atom to a hydrogen, chlorine, or bromine atom.
- c. "PFAS" includes any substances, goods or products materials or compounds that, by whatever name known:
- 1) have a similar chemical formula, formation, function, or structure of those items listed in paragraphs a. or b. above; or
 - 2) is a derivative of or intended replacement of those items listed in paragraphs a. or b. above; or
 - 3) is an associated homologue, isomer, salt, ester, alcohol, acid, or precursor chemical, or is a related degradation or by-product, of those items listed in paragraphs a. or b. above; or
 - 4) contains at least one fully fluorinated methyl or methylene carbon atom (without any H/Cl/Br/I atom attached to it).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTOR CONDITIONS AND EXCLUSIONS

This endorsement modifies insurance provided by:

COMMERCIAL LIABILITY COVERAGES

I. The following definition is added to paragraph **B. of SECTION I – DEFINITIONS**

“Independent contractor” means:

Any individual, natural person, or entity, including but not limited to a general contractor, a prime contractor, or a subcontractor, performing any work, task, supervision, or other activity, that any “insured” may be held responsible for, that is not an “employee” for whom any “insured” issues or would issue IRS Form No. W-2 and that:

- a. Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration directly or indirectly passed through any other person or entity from any “insured”; or
- b. Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any other entity, person, or party arising out of work, goods, or services they performed for or on behalf of any “insured”.

II. The following exclusions are added to paragraph **A.2. EXCLUSIONS APPLICABLE TO COVERAGE L of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES** and paragraph **C.2. EXCLUSIONS of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES**:

a. **Contracted Work**

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of work or operations performed by any “independent contractor” for which any “insured” may be held responsible or liable.

However, this exclusion does not apply if “you” have met all the requirements of the **Management of “Independent Contractors”** conditions in **III.** below.

b. **“Bodily injury” to “independent contractors”**

This insurance does not apply to, and “we” do not pay for, “bodily injury” to:

1. Any “independent contractor” or the “employee”, “temporary worker”, or “volunteer worker” of any “independent contractor” arising out of:
 - i. Work, operations, or activities performed at any time for any “insured”; or
 - ii. Locations supporting such work, operations, or activities.
2. The spouse, child, parent, brother, or sister of any “independent contractor” or the “employee”, “temporary worker”, or “volunteer worker” of any “independent contractor”.

This exclusion applies:

1. Whether the “insured” may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay “damages” because of “bodily injury”.

III. The following is added to Section VI – Conditions:

Management of “Independent Contractors”

“You” agree that the following minimum “independent contractor” management practices must be in place and followed for all work performed by an “independent contractor” on property “you” own, rent, manage, or are otherwise responsible for:

- a. The “independent contractor” performed the work on property that you own, rent, lease, manage, or are responsible for pursuant to a valid and enforceable written contract that was entered into by and between any “insured” and such “independent contractor” or subcontractor, that was signed and effective prior to the start of work and prior to the “occurrence” or offense, and that “you” produce a copy of to us upon our request; and
- b. The written contract with such “independent contractor” holds the “insured” that signed the contract referenced in **III.a.** above harmless and indemnifies such “insured” for all liability, costs, or expenses, including cost of defense, arising out of the work, operations, or activities performed by such “independent contractor” on property such “insured” owns, rents, leases, or manages; and
- c. The “independent contractor” provided the “insured” that signed the contract referenced in **III.a.** above with a certificate of insurance evidencing:
 1. Statutory workers compensation; and
 2. Commercial automobile insurance (if the “independent contractor” operates or is expected to operate “autos”) with a minimum “limit” of \$1,000,000 each accident with no aggregate limit of liability; and
 3. Occurrence-based commercial general liability insurance with “limits” of insurance in effect at the time the work, operations, or activities were performed equal to or greater than the “limits” of insurance on this policy covering such work; and
- d. The certificate indicates that the “insured” that signed the contract referenced in **a.** above and “you” are each an additional insured on the “independent contractor’s” policy(ies) referenced in **III.c.3)** above and provides the “insured” and “you” a 30-day notice of cancellation.
- e. “You” have confirmed and documented that coverage is in place with the agent and/or insurance company(ies) shown on the certificate of insurance referenced in **III.c.** above prior to the start of each work, operations or activities by such “independent contractor”, and “you” can provide “us” such documentation upon “our” request. E-mail correspondence with the “independent contractor’s” insurance agent that was exchanged at time of the execution of the contract referenced in **III.a.** above stating that the insurance is in force, that the limits are not impaired, and that the certificate referenced in **III.c.** above is valid as issued is acceptable documentation.

All other “terms and conditions” of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LOSS DUE TO CERTAIN WIRING AND/OR ELECTRICAL SERVICE PANELS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGES

The following exclusion is added to paragraph **A.2. EXCLUSIONS APPLICABLE TO COVERAGE L. of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES**, and paragraph **C.2. EXCLUSIONS of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES**:

Fire or Explosion Due to Aluminum Wiring or Recalled Electric Service Panels

- 1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or alleged to arise out of fire or explosion arising out of or alleged to arise out of:
 - a) Aluminum wiring and/or knob and tube wiring when part of an insured building or structure; or
 - b) Electrical panels that, as of policy effective date, are not to current local code and/or have been recalled including, but not limited to, fuse boxes, split-bus electrical panels, Federal Pacific Stab-Lok Electrical Panels, Challenger Electrical Panels, or Zinsco Breaker Panels when part of an insured building or structure, even if the local code subsequently grandfathered in any such non-compliant electrical panels.
- 2) This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "occurrence" or offense giving rise to the "bodily injury", "property damage", or "personal and advertising injury", involved that which is described in paragraph 1. above.
- 3) This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage", or "personal and advertising injury."

All other "terms and conditions" of the policy remain unchanged.



800 2nd Ave S., St. Petersburg, FL 33701
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amcoastal.com

Cypress Chase North Condominium No 4 Assn Inc
Phoenix Mgmt Svcs Inc
4800 N. State Road 7 Suite # 1
Lauderdale Lakes, FL 33319

Thank you!

Dear Cypress Chase North Condominium No 4 Assn Inc,

Thank you for placing your property insurance with American Coastal Insurance Company (ACIC), a United Insurance Holdings Corp. company. We, along with our partners at AmRisc Group, look forward to providing you with outstanding service throughout your policy period, as well as long-term stable capacity for the Florida market. We take pride in and live by our five foundations: Financial Stability, Products that Work, Superior Claims Service, Ease of Doing Business and Fair Pricing. You will experience all of this first hand as you interact with ACIC and our AmRisc Group partners.

Security *ACIC has a Demotech "A Exceptional" Financial Stability Rating and is part of the United Insurance Holdings Corp. group of companies, stock ticker UIHC on the NASDAQ.*

Claims *ACIC oversees all claims practices administered through our experienced third-party administrator.*

Claims Contact:
1700 City Plaza Dr, Ste 200
Spring, Texas 77389
Phone 252-247-8774
www.amrisconline.com - claims@amrisc.com

Please carefully review the enclosed documents, in particular, the Policy Declaration Page, which outlines your current coverage, limits, deductible(s), and premium. If you have questions or need to discuss changing insurance needs, please contact your agent directly.

ACIC understands the risks with hurricane-exposed properties and stands ready to help you recover in the event of a catastrophe. Please feel free to visit our website at amcoastal.com for additional information. We appreciate your business and look forward to serving you in the upcoming year.

Sincerely,

Robert Maschmeyer
Senior Vice President of Underwriting



PRIVACY NOTICE

Protecting the privacy and confidentiality of information about our customers is very important to us. While information is the cornerstone of our ability to provide superior insurance products, our most important asset is our customers' trust. Accordingly, we limit the collection and use of customer information to the minimum we require in delivering superior products and services. This Privacy Notice includes examples of the types of nonpublic personal information we collect and the kinds of companies with whom we may share such information. **You do not need to do anything in response to this notice. This notice is merely to inform you about how we safeguard your information.**

Information We Collect

We know that you expect us to conduct and process your business in a manner that is both accurate and efficient. To do so, we gather nonpublic personal information about you, as permitted by law, that is pertinent to the underwriting or claims investigation process, such as:

- Your name, address, telephone number, social security number, age, and employer;
- Prior insurance coverage, claims history, premiums, and payment history;
- Information from consumer reporting agencies, public records, and data collection agencies;
- Data from consumer electronic devices in relation to the underwriting or claims investigation process.

Information We May Disclose

In general, we do not disclose any nonpublic personal information about our customers or former customers to anyone, except for information that we may be required by law to disclose. We may however, disclose nonpublic personal information to third-parties who provide customer service or other administrative services for your account. We may also disclose your nonpublic personal information to companies that provide marketing services on our behalf or to other companies whom with we have joint marketing agreements, as permitted by law.

Additionally, we may also disclose nonpublic personal information to affiliates, which may include, auditors, attorneys, Certified Public Accountants, investment companies, underwriters, and others who perform business or professional services to our company. We require all third-party service providers to keep your information confidential and protected, and to maintain safeguards which comply with all applicable regulatory standards to guard your nonpublic personal information against unauthorized disclosure.

Finally, we may disclose information in response to requests from law enforcement or other governmental agencies or state insurance regulatory authorities. We are required by law to honor these requests.

Security of Your Information

To safeguard your nonpublic personal information, we limit access to our customers' nonpublic personal information to only those employees who need access to the information to perform their job functions. Additionally, we insist that the third-parties that perform services for us limit access to your personal information to authorized employees and agents, and maintain appropriate administrative, physical, electronic and procedural safeguards. Additionally, these third parties are under contractual obligations of confidentiality to us and are not permitted to use your data for any other purposes than the services they are performing for us.

Personal Information Accessibility and Correction

If you are a resident of Connecticut, Georgia, New Jersey, or North Carolina, you have the right to access and correct the personal information that we have collected from or about you. Please contact us and we will make necessary changes. If the information was provided to us by a third party (such as a credit rating agency) we will provide you with the third party's contact information. If you do not live in one of the aforementioned states, we will always take reasonable steps to verify the accuracy of your personal information in our records.

Changes to this Privacy Notice

We reserve the right to modify this Privacy Notice at any time. If we make material changes, we will provide a revised Privacy Notice. If we modify this Privacy Notice such that the use of your personally identifiable information is different from what was stated in our Privacy Notice at the time your data was collected, we will notify you. You will be able to opt out of any new uses of your previously disclosed information. Your information will be used in accordance with the Privacy Notice in effect when your information was collected.

The American Coastal Insurance Company Website

Our website also has a privacy notice, which can be found on our website via the following link amcoastal.com. Always be aware of the risks when transmitting nonpublic personal information over the internet.

This Privacy Notice was last revised April 2023.



NOTICE OF CHANGE IN POLICY TERMS

Notice ID: N003

The purpose of this Notice of Change in Policy Terms is to inform you of changes to the terms, coverages, duties, and conditions of your renewal policy. If you choose to accept our renewal offer, you should carefully review the changes described below along with the enclosed policy. Please contact your agent if you have any questions regarding these changes. Receipt by American Coastal Insurance Company of premium payment for your renewal policy will be deemed acceptance of the new policy terms by the named insured.

Summary of Changes

The form **AC CL 1 04 23 – Declarations Page** has replaced form **AC CL 1 10 21 – Declarations Page**. The following changes apply:

- A claim or “reopened claim” for loss or damage caused by any peril is barred unless notice of the claim was given to us in accordance with the terms of the policy within one (1) year after the date of loss.
- A “supplemental claim” is barred unless notice of the “supplemental claim” was given to us in accordance with the terms of the policy within eighteen (18) months after the date of loss.
- If applicable, your AOP deductible has changed from per occurrence to per building. Please refer to the enclosed declarations page.

The form **AC 05 01 04 23 – Florida Changes – Assignment of Benefits** has replaced form **AC 05 01 10 19 – Florida Changes – Assignment of Benefits**. The following updates are now part of the policy.

- You may not assign, in whole or in part, any post-loss insurance benefit under this Policy. Any attempt to assign post-loss property insurance benefits under this Policy is void, invalid, and unenforceable.
 - This does not apply to a subsequent purchaser of the home, to a power of attorney, or to liability coverage under this policy.
- Please review the form in its entirety for the full terms and conditions.

The form **AC 01 25 04 23 – Florida Changes** has replaced form **AC 01 25 06 21 – Florida Changes**. The following updates are now part of the policy.

- This endorsement modifies insurance provided under the following:
 - Commercial Property Coverage Part
 - Causes of Loss – Special Form
 - Business Income (And Extra Expense) Coverage Form
 - Business Income (Without Extra Expense) Coverage Form
 - Extra Expense Coverage Form
 - Condominium Association Coverage Form
- Section G is amended as follows:
 - A claim or “reopened claim” for loss or damage caused by any peril is barred unless notice of the claim was given to us in accordance with the terms of the policy within 1 year after the date of loss.
 - A “supplemental claim” is barred unless notice of the “supplemental claim” was given to us in accordance with the terms of the policy within 18 months after the date of loss.
- Section H. (3), is amended as follows:
 - Within 60 days of receiving notice of an initial, “reopened” or “supplemental claim”, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 60-day time period for payment of claim relates to the portion of the claim that is not denied.
 - The above paragraph applies only to the following:
 - A claim under a policy covering residential property;
 - A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or
 - A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.



- Section J is added with the following conditions now a part of the policy:
 - o CP 10 30 06 07 Exclusions B.2.f. is removed in its entirety and replaced as follows:

Constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 or more days, whether hidden or not. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;
- Section K is added with the following conditions now a part of the policy:
 - o CP 10 30 06 07 Additional Coverage Extensions F.2. Water Damage, Other Liquids, Powder or Molten Material Damage is removed in its entirety and replaced as follows:

Water Damage, Other Liquids, Powder or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the reasonable cost you spend to tear out and replace only that particular part of the building or structure necessary to gain access to the specific point of that system or appliance from which the covered water or other substances escaped. We will not pay for the cost of repairing or replacing the system or appliance itself. This Coverage Extension does not increase the Limit of Insurance. We will not pay under this additional coverage extension until the repairs or replacement are made as soon as reasonable possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

The form **AC 01 75 04 23 – Florida Changes – Legal Action Against Us** has replaced form **AC 01 75 06 21 – Florida Changes – Legal Action Against Us**. This endorsement modifies insurance provided under the Commercial Property Conditions endorsement.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

Exclusion Of Loss Due To Virus Or Bacteria Endorsement CP 01 40 07 06

This endorsement makes an explicit statement regarding a risk that is not covered under your Commercial Property insurance. It points out that there is no coverage under such insurance for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. The exclusion in this endorsement applies to all coverages provided by your Commercial Property insurance, including (if any) property damage and business income coverages.



IMPORTANT DISCLOSURES

Windstorm

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Co-Insurance

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Flood

FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

Policy Number: AMC-39787-00

Account Number: 1259781

DECLARATIONS PAGE
COMMERCIAL PACKAGE
AMERICAN COASTAL INSURANCE COMPANY
800 2nd Avenue South
St. Petersburg, FL 33701
(281) 257-6700

Claims and Customer Service: Toll Free (252) 247-8774



Inception Date: 06/01/2025
at 12:01 AM Standard Time at the location of Described Property

Expiration Date: 06/01/2026
Business Description: Condominium

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Named Insured/Mailing Address:

Cypress Chase North Condominium No 4 Assn Inc
Phoenix Mgmt Svcs Inc
4800 N. State Road 7 Suite # 1
Lauderdale Lakes, FL 33319

Producer:

AMRISC, LLC
STE 200
1700 City Plaza Dr.
Spring, TX 77389

Sub-Producer: 0008

COMMERCIAL PACKAGE:

Commercial Property Premium:
TRIA:
General Liability Premium:
Equipment Breakdown Coverage:

PREMIUM:

\$140,002
Rejected
Not Covered
\$779

FEES:

Emergency Management Preparedness and Assistance Trust Fund:
Fire College Fee:
Florida Insurance Guaranty Association (FIGA) Assessment:

\$4
\$141
\$1,408

TOTAL PREMIUM AND FEES:

\$142,334

TOTAL LIMIT OF LIABILITY:

\$19,473,316

COVERED CAUSE OF LOSS: Special Including Theft
WINDSTORM OR HAIL: Covered

DEDUCTIBLE

All Other Perils Deductible: \$10,000 Per Occurrence
Hurricane Deductible: 5% Per Calendar Year
Sinkhole Deductible: AOP Per Occurrence

OPTIONAL COVERAGES

<u>Description</u>	<u>Amount</u>
Valuation - Building	Replacement Cost Value
Valuation - Contents	Replacement Cost Value
Valuation - Roofs	Replacement Cost Value
Co-Insurance - Building Coverage and Contents	100%
TRIA	REJECTED
Ordinance or Law	INCLUDED

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Countersigned:

Robert Maschmeyer
Senior Vice President of Underwriting
Authorized Representative

St. Petersburg, Florida Date: 06/03/2025

THESE DECLARATIONS, TOGETHER WITH THE **COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART DECLARATIONS FORMS(S) AND FORMS AND ENDORSEMENT**, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COVERAGES PROVIDED Insurance at the Described Premises Applies Only For Coverages For Which A Limit of Insurance is shown					
Described Location Premises			Limit of Insurance		
Loc No.	Bldg. No.	Address	Building	Contents	Other
0001	0001	3101-3121 NW 47th Ter Lauderdale Lakes FL 33319	\$19,473,316		

LOSS PAYEE
See Loss Payable Provisions Endorsement if Applicable

Forms and Endorsements:			
AC CL 1 04 23	AC EBD 07 10	AC EBDS 07 10	AC SLC 03 14
AC 00 01 08 17	AC 00 10 06 07	AC 00 12 06 07	AC 00 17 06 16
AC 01 12 06 21	AC 01 25 04 23	AC 01 75 04 23	AC 04 05 07 18
AC 05 01 04 23	AC 14 20 06 12	CP P 003 07 06	CP 00 17 06 07
CP 00 90 07 88	CP 01 40 07 06	CP 01 91 07 10	CP 03 22 01 06
CP 03 23 06 07	CP 10 30 06 07	IL 09 35 07 02	IL 09 53 01 15
N 006 04 23			

PURSUANT TO SECTION 627.70132, FLORIDA STATUTES, A CLAIM OR “REOPENED CLAIM” FOR LOSS OR DAMAGE CAUSED BY ANY PERIL IS BARRED UNLESS NOTICE OF THE CLAIM WAS GIVEN TO US IN ACCORDANCE WITH THE TERMS OF THE POLICY WITHIN ONE (1) YEAR AFTER THE DATE OF LOSS. A “SUPPLEMENTAL CLAIM” IS BARRED UNLESS NOTICE OF THE “SUPPLEMENTAL CLAIM” WAS GIVEN TO US IN ACCORDANCE WITH THE TERMS OF THE POLICY WITHIN EIGHTEEN (18) MONTHS AFTER THE DATE OF LOSS.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Policy Number: AMC-39787-00

PROPERTY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following forms (if attached to this policy):

**Building and Personal Property Coverage Form
Condominium Association Coverage Form
Standard Property Policy - Declaration
Cause of Loss - Special Form**

The following is a summary of additional coverages provided by this endorsement. These additional coverages are further defined elsewhere in this endorsement. This endorsement is subject to the provisions of your policy. The sublimits are Per Occurrence (unless noted otherwise) and are included in the limits of insurance provided by your policy and are not additional limits.

<u>Coverage</u>	<u>Limit of Liability</u>
1.a) Debris Removal	\$50,000
1.b) Fire Department Service Charge	\$100,000
1.c) Pollutant Clean-Up and Removal	\$150,000
1.d) Electronic Data	\$100,000
2.a) Newly Acquired Property	90 days
2.b) Personal Effects	
(1) Sublimit Per Person	\$5,000
(2) Sublimit Per Described Premises	\$25,000
2.b) Property of Others	\$25,000
2.c) Valuable Papers & Records	\$500,000
2.d) Property Off-Premises	\$25,000
2.e) Outdoor Property	\$100,000
Except trees, shrubs, lawns or plants	\$10,000
Except any one tree, shrub or plant	\$5,000
2.f) Accounts Receivable	\$500,000
2.g) Fire Extinguisher Recharge	\$10,000
2.h) Lock Replacement	\$7,500
2.i) Reward Reimbursement	\$25,000
2.j) Inventory and Appraisals of Loss	\$2,500
2.k) Wind Driven Precipitation	\$250,000
2.l) Backup of Sewers and Drains	\$150,000
3) Outdoor Signs	\$20,000
4.e) "Fungus", Wet Rot, Dry Rot and Bacteria	\$50,000
4.f) Property in Transit	\$100,000
4.g) Off Premises Power Failure (Subject to a 24 hour deductible)	\$50,000

The provisions under items 1, 2 and 3 below apply to the following Coverage Forms:

- Building and Personal Property Coverage Form
- Condominium Association Coverage Form
- Standard Property Policy

1. Section A, Coverage, Paragraph 4. Additional Coverages is amended as follows:

- a) Debris Removal – The amount expressed in subparagraph a.(4) of \$10,000 is replaced with the amount shown on Page 1.
- b) Fire Department Service Charge – The amount expressed in subparagraph c. of \$1,000 is replaced with the amount shown on Page 1.
- c) Pollutant Clean-up and Removal – The amount expressed in subparagraph d. of \$10,000 is replaced with the amount shown on Page 1.
- d) Electronic Data – The amount expressed in subparagraph f.(4) of \$2,500 is replaced with the amount shown on Page 1.

2. Section A, Coverage, Paragraph 5. Coverage Extensions is amended as follows:

- a) Subparagraph a.(3)(b) with respect to Newly Acquired or Constructed Property:

90 days in lieu of 30 days

- b) Subparagraph b. with respect to Personal Effects and Property of Others is replaced by:

b. Personal Effects and Property of Others

You may extend the insurance that applies to your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.

The most we will pay for loss or damage under b.(1) of this Extension is shown on Page 1 per person.

- (2) Personal Property of Others in your care, custody or control.

The most we will pay under b.(2) of this extension is See Page 1 at each described premises. Our payment for loss or damage to personal property of others under this Extension will only be for the account of the owner of the property.

- c) Subparagraph c. with respect to Valuable Papers and Records is amended as follows:

c. The most we will pay under this Extension is shown on Page 1 at each described premises.

- d) Subparagraph d. with respect to Property Off-Premises is amended as follows:

(3) The most we will pay for loss or damage under this Extension is shown on Page 1.

- e) Subparagraph e. with respect to Outdoor Property:

The most we will pay for loss or damage under this Extension is shown on Page 1, except trees, shrubs, lawns and plants which is limited to limit shown on Page 1, but no more than limit shown on Page 1 for any one tree, shrub or plant.

The following coverages are added to Section A. Coverage, Paragraph 5. Coverage Extensions:

- f) Subparagraph g. with respect to Accounts Receivable is added as follows:

g. Accounts Receivable

The most we will pay under this Coverage Extension is shown on Page 1.

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to your records of accounts receivable:

(a) At a described premises or in or on a vehicle in transit between described premises; or

(b) If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss.

We will pay for a loss while they are:

- (i) At a safe place away from your described premises; or
 - (ii) Being taken to and returned from that place.
- (2) The amounts due from your customers that you are unable to collect:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; or
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.
- (3) Accounts receivable loss payment will be determined as follows:
 - (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - (ii) Adjust the total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
 - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss;
 - (ii) The amount of the accounts that you are able to re-establish or collect; and
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect.
 - (c) You will pay us the amount of all recoveries you receive for a loss paid by us. However, any recoveries in excess of the amount we have paid belong to you.
- (4) Exclusions
 - (a) We will not pay for a loss caused by or resulting from any of the following:
 - (i) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - (ii) Bookkeeping, accounting or billing errors or omissions.
 - (b) We will not pay for loss that requires any audit of records or of inventory computation to prove its factual existence.
- g) Subparagraph h. with respect to Fire Extinguisher Recharge is added as follows:
 - h. Fire Extinguisher Recharge

You may extend the insurance provided by this coverage form to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this extension is shown on Page 1. No deductible shall apply to this coverage.
- h) Subparagraph i. with respect to Lock Replacement is added as follows:
 - i. Lock Replacement

You may extend the insurance provided by this coverage form to cover necessary expense to repair or replace exterior or interior door locks of a covered building:

- (1) If your door keys are stolen in a covered theft loss; or
- (2) When your property is damaged and your door keys are stolen by burglars.

The most we will pay under this extension is shown on Page 1 for any one occurrence. No deductible shall apply to this coverage.

- i) Subparagraph j. with respect to Reward Reimbursement is added as follows:

- j. Reward Reimbursement

You may extend the insurance provided by this coverage form to provide a reward for information that leads to a criminal conviction in connection with loss or damage to covered property by a Covered Cause of Loss. The most we will pay for loss or damage under this extension is shown on Page 1 regardless of the number of persons involved providing information.

- j) Subparagraph k. with respect to Inventory and Appraisals is added as follows:

- k. Inventory and Appraisals

You may extend the insurance provided by this coverage form to cover your expenses to record information, compile inventories, or obtain appraisals we require to comply with the loss conditions of this coverage form.

The most we will pay for loss or damage under this extension is shown on Page 1 for any one loss to covered property caused by a Covered Cause of Loss.

- k) Subparagraph l. with respect to Wind Driven Precipitation is added as follows:

- l. Wind Driven Precipitation

You may extend the insurance provided by this coverage form to cover Wind Driven Precipitation. Wind Driven Precipitation is defined as loss or damage to the interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, when driven by wind. This extension does not cover loss caused by design, specifications, workmanship, repair, construction, renovation, remodeling, grading, faulty, inadequate or defective materials used in repair, construction, renovation or remodeling; or maintenance of part or all of any property on or off the described premises. Wind Driven Precipitation losses are subject to the Hurricane deductible whether caused by Hurricane or not.

The most we will pay for loss or damage under this extension is shown on Page 1 for any one loss to covered property caused by a Covered Cause of Loss.

- l) Subparagraph m. with respect to Backup of Sewers and Drains

- m. Backup of Sewers and Drains

You may extend the insurance provided by this coverage form to cover direct physical loss or damage to Covered Property, caused by or resulting from discharge of water or waterborne material from a sewer, drain or sump located on the described premises, provided such discharge is not induced by flood or flood-related conditions.

The most we will pay for loss or damage under this extension is shown on Page 1 for any one loss to covered property caused by a Covered Cause of Loss.

Each of these extensions is additional insurance, but not additional limits.

- 3. Section C, Limits of Insurance, Paragraph 2, is amended with respect to Outdoor Signs as follows:

The most we will pay for loss or damage to outdoor signs attached to a building is shown on Page 1 per sign in any one occurrence.

- 4. If you have purchased the Causes of Loss – Special Form, it is amended as follows:

- a) Section B – Exclusions, Item 1., Subparagraph e., with respect to Utility Services is deleted.

- b) Section B – Exclusions, Item 1., Subparagraph g. Section (1), is amended as follows:

Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray;

- c) Section B – Exclusions, Item 1., Subparagraph g. Section (3), with respect to Water that backs up or overflows from a sewer, drain or sump is deleted.
- d) Section C – Limitations, Item 1., Subparagraph c. with respect to rain, snow, sleet or ice is deleted.
- e) Section E – Additional Coverage – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria is amended as follows:

The amount expressed in Subparagraph 3. of \$15,000 is replaced with the amount shown on Page 1.

- f) Section F – Additional Coverage Extensions, Item 1.c., Property in Transit is amended as follows:

The most we will pay for loss or damage under this extension is shown on Page 1 in any one occurrence.

- g) Section F – Additional Coverage Extensions is amended to add the following:

- 4. Off-Premises Power Failure. You may extend the insurance provided under this coverage part to pay for loss or damage to covered property that results from the failure of power or other utility service supplied to the described premises. The failure of power or other utility service must:

- a. Result from a Covered Cause of Loss, and
- b. The failure must occur away from the described premises.

This coverage extension does not apply to loss of income or extra expenses.

The most we will pay for loss or damage under this extension is shown on Page 1.

5. Other Insurance

If there is other insurance covering the same loss or damage as provided for in this endorsement, we will pay only for the amount covered in excess of the amount due from that other insurance, whether you can collect or not. However, we will not pay more than the applicable limit of insurance.

EXISTING DAMAGE EXCLUSION ENDORSEMENT

It is understood and agreed that:

This policy is not intended to and does not provide coverage for any damages which occurred:

1. Prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy; or
2. Became apparent at a later date.

It is also understood and agreed that:

This policy is not intended to and does not provide coverage for any claims or damages arising out of:

1. Workmanship;
2. Repairs and / or lack of repairs;

Arising from damage which occurred prior to policy inception.

It is further understood and agreed that:

This policy does not provide coverage for any stated amount until and unless all structures covered by your previous policy have been fully and completely repaired.

Prior to such completion of repairs, coverage will be limited to the greater of:

1. The actual cash value of the property at the time of a covered loss occurring during this policy period; or
2. The cost of repairing the property to a state at which it existed at the time of a covered loss, provided that such repairs have been made.

This endorsement applies to all coverages under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STANDARD POLICY COVERAGE – DECLARATIONS

This policy is issued on behalf of American Coastal Insurance Company and, by acceptance of this policy you agree:

1. That the statements in the Declarations are your representations;
2. That this policy is issued in reliance upon the truth of those representations;
3. That this policy embodies all agreements existing between you and American Coastal Insurance Company or any of our Producers relating to this policy.

COMMON POLICY CONDITIONS

CANCELLATION AND NONRENEWAL

All Coverage Parts included in this policy are subject to the following conditions.

A. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first 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.

B. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

C. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

D. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

E. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

F. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. **Cancellation For Policies In Effect 90 Days Or Less**
 - a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

- (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - (2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Cancellation For Policies In Effect For More Than 90 Days

- a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The policy was obtained by a material misstatement;
 - (3) There has been a failure to comply within 90 days after the effective date of coverage, with underwriting requirements established by the insurer before the effective date of coverage;

- (4) There has been a substantial change in the risk covered by the policy;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(7) above; and
 - (b) This policy does not cover a residential structure or its contents; or
 - (3) 120 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(7) above; and
 - (b) This policy covers a residential structure or its contents.
 - c. If this policy covers a residential structure or its contents, and this policy has been in effect for more than 90 days, we may not cancel on the basis of credit information available in public records.

G. Nonrenewal

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents.
 - b. 120 days prior to the expiration for all other nonrenewals.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - b. However, we may refuse to renew this policy if:
 - (1) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

H. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emer-

gency by the Governor and filing of an order by the Commissioner of Insurance Regulation:

- a. Except as provided in **H.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 120 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
- b. We may cancel or nonrenew the policy prior to restoration of the structure, for any of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Material misstatement or fraud related to the claim;
 - (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
 - (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel for a reason listed in **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.
3. With respect to **H.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – MEDIATION AND APPRAISAL (COMMERCIAL RESIDENTIAL PROPERTY)

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM (COMMERCIAL PROPERTY COVERAGE PART)
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **D., Definitions**.

With respect to a loss to commercial residential property, the following replaces the **Appraisal Condition**:

Mediation, Appraisal Process For Named Insured And Third-Party Representatives Other Than An "Assignee", And Appraisal Process For An "Assignee"

A. Mediation

If we and either the first Named Insured or a third party who is an "assignee" of benefits under the Policy are engaged in a dispute regarding a claim, either the first Named Insured, the third-party "assignee" or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party "assignee". The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that the first Named Insured requests. If the dispute is mediated, the settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and the first Named Insured has not rescinded the settlement within three business days after reaching settlement. The first Named Insured may not rescind the settlement after cashing or depositing the settlement check or draft we provided to the first Named Insured.

We will pay the cost of conducting the mediation conference. However, if:

1. The first Named Insured fails to appear at the mediation conference and the first Named Insured wishes to schedule a new conference after failing to appear, then the new conference will be scheduled only upon payment by the first Named Insured of a sum equal to the fees we paid for the mediation conference at which the first Named Insured failed to appear. This sum will then be applied to the cost of the rescheduled mediation conference, and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or
2. We fail to appear at a mediation conference without good cause, we will pay the actual cash expenses the first Named Insured incurs in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.

B. Appraisal Process For Named Insured And Third-Party Representatives Other Than An "Assignee"

If the Named Insured or the Named Insured's agents and/or representatives, including any public adjusters engaged on the behalf of the Named Insured, and we fail to agree on the amount of the loss, including the amount to repair or replace each item of damaged Covered Property and the actual cash value and/or replacement cost of each item of damaged Covered Property, any party may demand an appraisal of the loss in writing.

To use the appraisal process, the following condition must first be met:

1. If the Named Insured or the Named Insured's agents and/or representatives, including any public adjusters engaged on the behalf of the Named Insured, request appraisal in writing, we must agree to the appraisal in writing. If we request the appraisal in writing, the Named Insured or the Named Insured's agents and/or representatives, including any public adjusters engaged on the behalf of the Named Insured, must agree to the appraisal in writing. The amount in dispute must be greater than \$500.

A request for appraisal must be in writing and include a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim.

The appraisal process shall only consider covered damages, including work performed by "assignees", associated with the claim for which a settlement has not been reached, regardless of whether invoices have been submitted or not.

Each party will choose a competent and impartial appraiser within 15 days after receiving a written request from the other. An impartial appraiser must be unbiased, disinterested, and unswayed by personal interest, not favoring one side more than another. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 10 days, the Named Insured or the Named Insured's agents and/or representatives, including any public adjusters engaged on the behalf of the Named Insured, or we may request that the choice be made by a judge of a court of record in the County where the premises described in the Declarations is located. The appraisers will separately set the amount of the loss, including a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim.

If the appraisers submit a written and itemized report of an agreement to us that includes a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of

damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim, the amount agreed upon will be the amount of the loss.

If the appraisers fail to agree, they will submit their itemized differences, including a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim, to the umpire. A decision agreed to by any two will set the amount of the loss.

Within 45 days of the initial written request for appraisal, the appraisal process shall be concluded and an itemized appraisal award, including a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim, shall be executed and delivered to all parties.

If the appraisal is not concluded within 45 days of the initial written request for appraisal, either:

The appraisal process ceases and there is no appraisal award; or

The parties may agree in writing to extend the appraisal process for a specified period of time.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

For the purposes of this provision, a description of a set of items will satisfy the requirement to provide "a description of each item of damage Covered Property", only if the total actual cash value of the set of items is \$100 or less.

If there is an appraisal, we will still retain our right to deny the claim.

C. Appraisal Process For An "Assignee"

If the "assignee" and we fail to agree on the amount of the loss, including the amount to repair or replace each item of damaged Covered Property and the actual cash value and/or replacement cost of each item of damaged Covered Property, any party may demand an appraisal of the loss in writing.

To use the appraisal process, the following condition must first be met:

1. If the “assignee” requests an appraisal in writing, we must agree to the appraisal in writing. If we request the appraisal in writing, the “assignee” must agree to the appraisal in writing. The amount in dispute must be greater than \$500.

A request for appraisal must be in writing and include a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim.

The appraisal process shall only consider covered damages associated with the claim for which a settlement has not been reached, regardless of whether invoices have been submitted or not.

Each party will choose a competent and impartial appraiser within 15 days after receiving a written request from the other. An impartial appraiser must be unbiased, disinterested, and unswayed by personal interest, not favoring one side more than another. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 10 days, the “assignee” or we may request that the choice be made by a judge of a court of record in the County where the premises described in the Declarations is located. The appraisers will separately set the amount of the loss, including a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim.

If the appraisers submit a written and itemized report of an agreement to us that includes a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim, the amount agreed upon will be the amount of the loss.

If the appraisers fail to agree, they will submit their itemized differences, including a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item

of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim, to the umpire. A decision agreed to by any two will set the amount of the loss.

Within 45 days of the initial written request for appraisal, the appraisal process shall be concluded and an itemized appraisal award, including a description of each item of damaged Covered Property in dispute and the extent of the damage to each item of damaged Covered Property, amount to repair or replace each item of damaged Covered Property, the actual cash value and replacement cost of each item of damaged Covered Property, and a disclosure of any referral fees that are, in any way, associated with the claim, shall be executed and delivered to all parties.

If the appraisal is not concluded within 45 days of the initial written request for appraisal, either:

The appraisal process ceases and there is no appraisal award; or

The parties may agree in writing to extend the appraisal process for a specified period of time.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

For the purposes of this provision, a description of a set of items will satisfy the requirement to provide “a description of each item of damage Covered Property”, only if the total actual cash value of the set of items is \$100 or less.

If there is an appraisal, we will still retain our right to deny the claim.

D. Definitions

1. “Assignee” means a person who is assigned post-loss benefits through an “assignment agreement”.
2. “Assignment Agreement” means any instrument by which post-loss benefits under this Policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
CAUSES OF LOSS – SPECIAL FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM

Other words and phrases that appear in quotation marks have special meaning. Refer to Section L, Definitions.

A. When this endorsement is attached to Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following provision applies when a Coinsurance percentage is shown in the Declarations:

Florida law states as follows:

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.

C. The following is added:

If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intracoastal Waterway in the counties of:
 - a. Indian River; and
 - b. St. Lucie.

Windstorm Exterior Paint And Waterproofing Exclusion

We will not pay for loss or damage caused by windstorm to:

1. Paint; or
2. Waterproofing material;

applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
- b. The value of Covered Property when applying the Coinsurance Condition.

D. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed, as indicated in Paragraphs **D.1.** through **D.4.**; and c coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph **E.**

1. In the Causes Of Loss – Basic Form and in the Standard Property Policy, Sinkhole Collapse is deleted from the Covered Causes of Loss and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
2. In the Causes Of Loss – Broad Form, Sinkhole Collapse is deleted from the Covered Causes of Loss and from the Additional Coverage – Collapse; and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
3. In the Causes Of Loss – Special Form, Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement Exclusion.
4. In the Mortgageholders Errors And Omissions Coverage Form, Sinkhole Collapse is deleted from the Covered Causes of Loss under Coverage **B** and from the "specified causes of loss", and is no longer an exception to the Earth Movement Exclusion.

Further, this Coverage Part does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

- E. The following is added to this Coverage Part as a Covered Cause of Loss. In the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

Catastrophic Ground Cover Collapse

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

1. The abrupt collapse of the ground cover;
2. A depression in the ground cover clearly visible to the naked eye;
3. "Structural damage" to the building, including the foundation; and
4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

- F. The following applies to the **Additional Coverage – Civil Authority** under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:
1. The Additional Coverage – Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.
 2. The Additional Coverage – Civil Authority is limited to a coverage period of up to four weeks. With respect to described premises located in Florida, such four-week period is replaced by a three-week period.
 3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.

- G. Loss Condition **Duties In The Event Of Loss Or Damage** is deleted and replaced by the following:

3. Duties In The Event Of Loss Or Damage

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an insured seeking coverage, or a representative of either

- a. You must see that the following are done in the event of loss or damage to Covered Property.

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim.

This will not increase the Limit of Insurance.

However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss.

Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) There is no coverage for repairs that begin before the earlier of:
 - (a) 72 hours after we are notified of the loss;
 - (b) The time of loss inspection by us; or
 - (c) The time of other approval by us;
- (6) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
Attach all bills, receipts and related documents that justify the figures in the inventory.
- (7) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

- Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (8)** Send us a signed, sworn proof of loss containing the information we request to investigate the claim.
- You must do this within 60 days after our request. We will supply you with the necessary forms.
- (9)** Cooperate with us in the investigation or settlement of the claim.
- b.** We may examine you or any insured under oath, and take recorded statements; while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records.
- In the event of an examination, an insured's answers must be signed.
- c.** If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
- (1)** Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
- (2)** Sign the same;
- d.** Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy other than b. or c. above; must:
- (1)** Submit to examinations under oath and recorded statements, while not in the presence of any insured; and
- (2)** Sign the same.
- e.** A claim or "reopened claim" for loss or damage caused by any peril is barred unless notice of the claim was given to us in accordance with the terms of the policy within 1 year after the date of loss.

A "supplemental claim" is barred unless notice of the "supplemental claim" was given to us in accordance with the terms of the policy within 18 months after the date of loss.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration (NOAA).

- f.** Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

The duties above apply regardless of whether you, an "insured" seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

- H. The Loss Payment Condition** dealing with the number of days within which we must pay for covered loss or damage is replaced by the following:

Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:

- (1)** Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
 - (2)** Within 30 days after we receive the sworn proof of loss and:
 - (a)** There is an entry of a final judgment; or
 - (b)** There is a filing of an appraisal award with us; or
 - (3)** Within 60 days of receiving notice of an initial, "reopened" or "supplemental claim", unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 60-day time period for payment of claim relates to the portion of the claim that is not denied.
- Paragraph **(3)** applies only to the following:
- (a)** A claim under a policy covering residential property;
 - (b)** A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or
 - (c)** A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

- I. The Loss Condition **Loss Payment**, paragraph **4.a.(5)** is added:

(5) If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property, subject to **b.** below.

- J. CP 10 30 06 07 Exclusions B.2.f. is removed in its entirety and replaced as follows:

Constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 or more days, whether hidden or not. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

- K. CP 10 30 06 07 Additional Coverage Extensions F.2. **Water Damage, Other Liquids, Powder or Molten Material Damage** is removed in its entirety and replaced as follows:

2. Water Damage, Other Liquids, Powder or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the reasonable cost you spend to tear out and replace only that particular part of the building or structure necessary to gain access to the specific point of that system or appliance from which the covered water or other substances escaped. We will not pay for the cost of repairing or replacing the system or appliance itself. This Coverage Extension does not increase the Limit of Insurance. We will not pay under this additional coverage extension until the repairs or replacement are made as soon as reasonable possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

L. Definitions

The following definition of structural damage is added with respect to the coverage provided under this endorsement:

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following.

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;

2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

The following definitions are added to the Commercial Property Coverage Part:

"Reopened Claim" means a claim that an insurer has previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to the insurer.

"Supplemental Claim" means a claim for additional loss or damage from the same peril which the insurer has previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to the insurer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 COMMERCIAL PROPERTY CONDITIONS

Other words and phrases that appear in quotation marks have special meaning. Refer to **Definitions** section.

The following paragraph replaces the **Legal Action Against Us** Condition:

LEGAL ACTION AGAINST US

If the Named Insured, the “claimant”, or the “claimant’s” attorney and/or other representatives, including any public adjusters engaged on the behalf of the “claimant”, and we fail to agree on a settlement regarding the loss, as a condition precedent to filing suit, the above-named parties must:

1. Provide the Florida Department of Financial Services (“the department”) written notice of intent to initiate litigation on a form provided by the department. Such notice must be given at least 10 business days before filing suit under the policy, but may not be given before the insurer has made a determination of coverage under Florida law. Notice to the insurer will be provided by the department. The notice must state with specificity all of the following information:
 - a. That the notice is provided pursuant to this section;
 - b. The alleged acts or omissions of the insurer giving rise to the suit, which may include a denial of coverage;
 - c. If provided by an attorney or other representative, that a copy of the notice was provided to the “claimant”;
 - d. If the notice is provided following a denial of coverage, an estimate of damages, if known; and
 - e. If the notice is provided following acts or omissions by the insurer other than denial of coverage, both of the following:
 - (1) The “presuit settlement demand”, which must itemize the damages, attorney fees, and costs; and

(2) The “disputed amount”;

2. Fully comply with all the terms of this Policy; and
3. Participate in Mediation and Appraisal as outlined in the Policy.

Documentation to support the information provided in the notice may be provided along with the notice to the insurer.

No action can be brought against us unless there has been full compliance with all of the terms under this Policy applicable to the “claimant” and the “claimant” serves notice of intent to initiate litigation within 5 years after the date of loss. However, the notice is not required if the suit is a counterclaim. Service of a notice tolls time limits provided in Florida law for 10 business days if such time limits will expire before the end of the 10-day notice period.

We will respond in writing and by e-mail, if designated by the insured, within 10 business days after receiving the notice.

If responding to a notice served following a denial of coverage, we will respond by:

1. Accepting coverage;
2. Continuing to deny coverage; or
3. Asserting the right to reinspect the damaged property.

If we respond by asserting the right to reinspect the damaged property, we have 14 business days after the response asserting that right to reinspect the property and accept or continue to deny coverage. The time limits provided in Florida law are tolled during the reinspection period if such time limits expire before the end of the reinspection period.

If we continue to deny coverage, the “claimant” may file suit without providing additional notice.

If responding to a notice alleging an act or omission other than a denial of coverage, we will respond by:

1. Making a settlement offer; or
2. Requiring the "claimant" to participate in appraisal or another method of alternative dispute resolution.

The time limits provided in Florida law are tolled as long as appraisal or alternative dispute resolution is ongoing if such time limits expire during the appraisal process or dispute resolution process.

The "claimant" or "claimant's" attorney may file suit without any additional notice if appraisal or alternative dispute resolution process is not concluded within 90 days after the expiration of the 10-day notice of intent to initiate litigation.

The following paragraph is added to the **Legal Action Against Us** Condition:

LEGAL ACTION AGAINST US BY AN "ASSIGNEE"

If there is an "assignment agreement" and the "assignee" and we fail to agree on a settlement regarding the loss, prior to filing suit, the "assignee" must:

1. Provide the Named Insured, the "assignor", if not the Named Insured, and us with a written notice of intent to initiate litigation before filing suit under the Policy. Such notice must be served by certified mail, return receipt requested, or electronic delivery at least 10 business days before filing suit, but may not be served before we have made a determination of coverage under paragraph **H.(3)** of the **Loss Payment** Condition section of the **Florida Changes**. The notice must specify the damages in dispute, the amount claimed, and a pre-suit settlement demand. Concurrent with the notice, and as a precondition to filing suit, the "assignee" must provide the Named Insured, the "assignor", if not the Named Insured, and us a detailed written invoice or estimate of services, including itemized information on equipment, materials, and supplies; the number of labor hours; and, in the case of work performed, proof that the work has been performed in accordance with accepted industry standards;
2. Fully comply with the "assignee's" duties under this Policy;
3. Participate in Mediation and Appraisal as outlined in the Policy; and
4. Submit to examinations under oath and recorded statements conducted by the insurer or the insurer's representatives that are reasonably necessary.

No action can be brought against us unless there has been full compliance with all of the terms under this Policy and the action is started within 5 years after the date of loss.

DEFINITIONS

"Assignee" means a person who is assigned post-loss benefits through an "assignment agreement".

"Assignment Agreement" means any instrument by which post-loss benefits under this Policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.

"Claimant" means an insured who is filing suit under a residential or commercial property insurance policy.

"Disputed Amount" means the difference between the "claimant's" "presuit settlement demand", not including attorney fees and costs listed in the demand, and the insurer's "presuit settlement offer", not including attorney fees and costs, if part of the offer.

"Presuit Settlement Demand" means the demand made by the "claimant" in the written notice of intent to initiate litigation as required by Florida law. The demand must include the amount of reasonable and necessary attorney fees and costs incurred by the "claimant", to be calculated by multiplying the number of hours actually worked on the claim by the "claimant's" attorney as of the date of the notice by a reasonable hourly rate.

"Presuit Settlement Offer" means the offer made by the insurer in its written response to the notice as required by Florida law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE*

Bldg. No./ Prem. No.	Cov. A	Cov. B Limit Of Insur.	Cov. C Limit Of Insur.	Cov. B & C Combined Limit Of Insur.	Cov. A, B & C Combined Limit Of Insur.
SEE ATTACHED SCHEDULE					
*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations. **Do not enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages B and C, or if one of these Coverages is not applicable.					

A. Each Coverage – Coverage **A**, Coverage **B** and Coverage **C** – is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

1. The ordinance or law:

- a.** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b.** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- 2. a.** The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- b.** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- c.** But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
- 3.** In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B**, and/or **C** of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section H. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages A, B and/or C of this endorsement.

C. We will not pay under Coverage A, B or C of this endorsement for:

- 1.** Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- 2.** The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

D. Coverage

1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage A does not increase the Limit of Insurance.

2. Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

3. Coverage C – Increased Cost Of Construction Coverage

a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1)** Repair or reconstruct damaged portions of that building; and/or
- (2)** Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (1)** This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2)** We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

b. When a building is damaged or destroyed and Coverage C applies to that building in accordance with **3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **3.a.:**

- (1)** The cost of excavations, grading, backfilling and filling;
- (2)** Foundation of the building;
- (3)** Pilings; and
- (4)** Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, **3.b.**

E. Loss Payment

- 1.** All following loss payment Provisions, **E.2.** through **E.6.**, are subject to the apportionment procedures set forth in Section **B.3.** of this endorsement.

2. When there is a loss in value of an undamaged portion of a building to which Coverage **A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
 - b. If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
3. Unless Paragraph **E.5** or **E.6.** applies, loss payment under Coverage **B** – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

 - a. The amount you actually spend to demolish and clear the site of the described premises; or
 - b. The applicable Limit of Insurance shown for Coverage **B** in the Schedule above.
4. Unless Paragraph **E.5.** or **E.6.** applies, loss payment under Coverage **C** – Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage **C**:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.
 - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.
5. If a **Combined** Limit of Insurance is shown for Coverages **B** and **C** in the Schedule above, Paragraphs **E.3.** and **E.4.** of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages **B** and **C** in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

 - a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
 - b. With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

- (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
6. If a **Combined** Limit of Insurance is shown for Coverages **A**, **B** and **C** in the Schedule above, Paragraphs **E.3.** and **E.4.** of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for the undamaged portion of the building, Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages **A**, **B** and **C** in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- a. For Loss To The Undamaged Portion Of The Building:, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building
- b. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- c. With respect to the Increased Cost of Construction:

(1) We will not pay for the increased cost of construction:

- (a) Until the property is actually repaired or replaced, at the same or another premises; and
- (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

(3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

F. The terms of this endorsement apply separately to each building to which this endorsement applies; unless the Combined A, B and C option is chosen at which point the Limit of Insurance still shall apply per occurrence as respects all buildings combined, and such limit shall be in addition to the scheduled limit.

G. Under this endorsement we will not pay for loss due to any ordinance or law that:

1. You were required to comply with before the loss, even if the building was undamaged; and
2. You failed to comply with.

H. Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section **B.3.** of this endorsement.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage **C** of this endorsement: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage **C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under Coverages **A** and **B** of this endorsement.

I. The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

ORDINANCE OR LAW COVERAGE SCHEDULE

The following schedule lists the location and coverage limits applicable under **Ordinance Or Law Coverage Endorsement**.

LOC NO	BLDG NO	ADDRESS	COV A LIMIT OF INSURANCE	COV B LIMIT OF INSURANCE	COV C LIMIT OF INSURANCE	COV B AND C COMBINED LIMIT OF INSURANCE	COV A, B AND C COMBINED LIMIT OF INSURANCE
0001	0001	3101-3121 NW 47th Ter Lauderdale Lakes FL 33319	☒	\$	\$	\$ 486,833	\$
			☐	\$	\$	\$	\$
			☐	\$	\$	\$	\$
			☐	\$	\$	\$	\$
			☐	\$	\$	\$	\$
			☐	\$	\$	\$	\$
			☐	\$	\$	\$	\$
			☐	\$	\$	\$	\$
			☐	\$	\$	\$	\$
			☐	\$	\$	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – ASSIGNMENT OF BENEFITS (COMMERCIAL RESIDENTIAL PROPERTY)

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM (COMMERCIAL PROPERTY COVERAGE PART)
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

- 1.** Except as provided in subsection **2.** and pursuant to Sections 627.7152(2)(a)(1.) and (13), Florida Statutes, you may not assign, in whole or in part, any post-loss insurance benefit under this Policy. Any attempt to assign post-loss property insurance benefits under this Policy is void, invalid, and unenforceable.
- 2.** This endorsement does not apply to:
 - (a)** An assignment, transfer, or conveyance granted to a subsequent purchaser of the property with an insurable interest in the property insured by this Policy following a loss;
 - (b)** A power of attorney under Chapter 709, Florida Statutes, that grants to a management company, family member, guardian, or similarly situated person of an insured under this Policy the authority to act on behalf of an insured under this Policy as it relates to a property insurance claim under this Policy; or
 - (c)** Liability coverage under this Policy.
- 3.** In the event any portion of Section 627.7152, Florida Statutes, is repealed or held unconstitutional, including subsections (2)(a)(1.) and (13), the remaining portions of Section 627.1752 shall be incorporated into this Policy and govern the assignment of post-loss benefits under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM

The following is added to PROPERTY NOT COVERED:

Description of Property

1. Awnings or canopies of fabric or slat construction, including their supports.
2. Brick, metal, stone, or concrete chimneys not forming a part of a building.
3. Stacks not forming part of a building.
4. Metal smokestacks.
5. Crop silos and their contents.
6. Swimming pools, diving towers, platforms or Jacuzzis:
Unless specifically scheduled in the declarations.
7. Waterwheels, windmills, wind pumps or their towers.
8. Tennis Courts.
9. Glass which is not part of a building or structure.
10. Metal in ingots, pigs, billets, or scraps.
11. Ores, gravels, clay, or sand.
12. Property stored in open yards.
13. Vending machines or their contents.
14. "Stock".
15. Radio or television antennas or aerials, satellite dish (including lead-in wiring, masts or towers and their support) unless specially scheduled in the declarations or Endorsement CP 14 50.
16. Any structure including the personal property contained within or on the structure, located in whole or in part over water.

THE FOLLOWING PROPERTY IS NOT COVERED IF DAMAGE IS CAUSED BY WINDSTORM OR HAIL;

1. Any structure or attachment, whether attached or separate from the covered building, where that structure's roof coverings are of screen, fabric, thatch, lattice, or slats and similar material; or
Where the structure's exterior wall coverings are of fabric, thatch, lattice, or slats and similar material.
2. Greenhouses, Glasshouses, Hothouses, Slathouses, Trellises, Chickees, Gazebos. Pergolas, Cabanas and Tiki huts; or
Similar structures and personal property contained within or on these structures.

Policy Number: AMC-39787-00

AMERICAN COASTAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS-- BASIC FORM
CAUSES OF LOSS-- BROAD FORM
CAUSES OF LOSS-- SPECIAL FORM

- A. The following is added as an Additional Coverage to the Causes of Loss— Basic Form, Broad Form or Special Form.

Additional Coverage-- Equipment Breakdown

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:
 - a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. Unless otherwise shown in a Schedule, the following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.
 - a. **Expediting Expenses**
With respect to your damaged Covered Property, we will pay the reasonable extra cost to:
 - (1) make temporary repairs; and
 - (2) expedite permanent repairs or permanent replacement.The most we will pay for loss or expense under this coverage is \$100,000 unless otherwise shown in a Schedule.
 - b. **Hazardous Substances**
We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of “perishable goods” by refrigerant, including but not limited to ammonia, which is addressed in 2.c.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no “hazardous substance” been involved. The most we will pay for loss, damage or expense under this coverage is \$100,000 unless otherwise shown in a Schedule.

c. Spoilage

(1) We will pay:

- (a) for physical damage to “perishable goods” due to spoilage;
- (b) for physical damage to “perishable goods” due to contamination from the release of refrigerant, including but not limited to ammonia;
- (c) any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If you are unable to replace the “perishable goods” before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the “perishable goods” at the time of the “accident,” less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

The most we will pay for loss, damage or expense under this coverage is \$100,000 unless otherwise shown in a Schedule.

d. Data Restoration

We will pay for your reasonable and necessary cost to research, replace and restore lost “data.”

The most we will pay for loss or expense under this coverage is \$100,000 unless otherwise shown in a Schedule.

e. Service Interruption

(1) Any insurance provided for Spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an “accident” to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord’s utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of “covered equipment” except that it is not Covered Property.

(2) The most we will pay in any “one accident” for loss, damage or expense under this coverage is the applicable limit for Spoilage.

3. EXCLUSIONS

All exclusions in the Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

a. The following exclusions are modified:

- (1) If the Causes of Loss -- Basic Form or Causes of Loss -- Broad Form applies, the following is added to Exclusion B.2.:
Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an “accident” results, we will pay for the resulting loss, damage or expense caused by that “accident.”
- (2) If the Causes of Loss—Special Form applies, as respects this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an "accident," we will pay for the loss, damage or expense caused by that "accident."

b. The following exclusions are added:

- (1) We will not pay for loss, damage or expense caused by or resulting from:
 - (a) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or
 - (b) any of the following:
 - (i) defect, programming error, programming limitation, computer virus, malicious code, loss of "data," loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or
 - (ii) misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident."
- (2) With respect to Service Interruption coverage, we will also not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in A.1.c.above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.
- (3) We will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident": Any mold, fungus, mildew or yeast, including any spores or toxins produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such mold, fungus, mildew or yeast, spores or toxins. However, this exclusion does not apply to spoilage of personal property that is "perishable goods," to the extent that spoilage is covered under Spoilage coverage.
- (4) We will not pay for any loss or damage to animals.

4. DEFINITIONS

The following definitions are added:

a. "Boilers and vessels" means:

- (1) Any boiler, including attached steam, condensate and feedwater piping; and
- (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in a Schedule.

b. "Covered equipment"

- (1) "Covered equipment" means, unless otherwise specified in a Schedule, Covered Property:
 - (a) that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
 - (b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- (2) None of the following is "covered equipment":