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# GUARDING YOUR COMMUNITY

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LaMond Woods  
[lamond.woods@sentrywest.com](mailto:lamond.woods@sentrywest.com)



[www.sentrywest.com](http://www.sentrywest.com)

801-225-5000

3860 South 2300 East  
Salt Lake City, UT, 84109

PO BOX 9289  
Salt Lake City, UT, 84109

The following team members are available to assist you with any of your insurance needs. Please contact us with any questions regarding your policy, changes, claims or general questions.

### **Your SentryWest Service Team**

#### **Senior Partner:**

LaMond C. Woods

lamond.woods@sentrywest.com

D: 801.438.9953

M: 801.360.1440

#### **Commercial Marketing Manager:**

Tiffanie Thompson

tiffanie.thompson@sentrywest.com

D: 801.308.2074

Ellie Briggs

ellie.briggs@sentrywest.com

D: 801.438.9952

Kacey Stackhouse

kacey.stackhouse@sentrywest.com

D: 801.438.9956

Cate Fausett

cate.fausett@sentrywest.com

D: 801.308.2105

#### **Private Client Account Manager:**

Audrey Dominguez

audrey.dominguez@sentrywest.com

D: 801.308.2081

#### **Certificates of Insurance:**

HOA Requests

eo1@sentrywest.com

All Other Certificate Requests Please send to the above account manager(s)

Please include the name, address and e-mail or fax number to be used in providing the certificate. If the request is for an additional insured, please include an explanation of the reason for coverage request.

### **SentryWest Insurance Services**

#### **Office Contact Information**

Local 801.272.8468

Fax 801.277.3511

# Auto-Owners

Issued 09-09-2021

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY SENTRY WEST INSURANCE SERVICES  
43-0083-00 MKT TERR 076 (801) 272-8468

INSURED THE TIMBERS CONDOMINIUM

ADDRESS C/O\$GREATWEST PROPERTY MANAGEMENT  
PO BOX 5892  
KETCHUM ID 83340-5892

Endorsement Effective 10-01-2021

**POLICY NUMBER 49-003-882-00**

Company Use 57-57-ID-1710

Company  
Bill

## POLICY TERM

12:01 a.m. to 12:01 a.m.  
10-01-2021 to 10-01-2022

### BUSINESSOWNERS POLICY DESCRIPTION OF CHANGES EFFECTIVE 10-01-2021 (See Declarations Attached)

**CHANGED Loc 001 Bldg 0001: 101 Emerald Street Ketchum ID 83340**  
Changed Building Limit  
From \$2,516,400 to \$5,000,000

**CHANGED Loc 001 Bldg 0002: 101 Emerald Street Ketchum ID 83340**  
Changed Building Limit  
From \$2,651,700 to \$5,300,000

**CHANGED Loc 001 Bldg 0003: 101 Emerald Street Ketchum ID 83340**  
Changed Building Limit  
From \$2,516,400 to \$5,000,000

**CHANGED Loc 001 Bldg 0004: 101 Emerald Street Ketchum ID 83340**  
Changed Building Limit  
From \$2,683,600 to \$5,300,000

	TERM	CHANGE
TOTAL POLICY PREMIUM	\$9,528.17	\$4,732.60 Additional

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY SENTRY WEST INSURANCE SERVICES  
43-0083-00 MKT TERR 076 (801) 272-8468

INSURED THE TIMBERS CONDOMINIUM

ADDRESS C/O\$GREATWEST PROPERTY MANAGEMENT  
PO BOX 5892  
KETCHUM ID 83340-5892

**BUSINESSOWNERS POLICY DECLARATIONS**

Endorsement Effective 10-01-2021

**POLICY NUMBER 49-003-882-00**

Company Use 57-57-ID-1710

Company  
Bill

**POLICY TERM**

12:01 a.m. to 12:01 a.m.  
10-01-2021 to 10-01-2022

This policy is amended in consideration of the additional or return premium shown below. This Declarations voids and replaces all previously issued Declarations bearing the same policy number and premium term.

54643 (01-90)

**Entity:** Association

**PROPERTY COVERAGES - ALL DESCRIBED LOCATIONS**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
SPECIAL COVERAGE FORM TERRORISM - CERTIFIED ACTS			\$69.16	\$34.35

**BUSINESS LIABILITY PROTECTION**

COVERAGE	LIMIT	PREMIUM	CHANGE
AGGREGATE LIMIT (Other than Products - Completed Operations)	\$4,000,000	\$2,309.64	\$1,147.20
LIABILITY AND MEDICAL EXPENSE	\$2,000,000	Included	
Personal Injury	Included	Included	
TERRORISM - CERTIFIED ACTS		\$25.18	\$12.51
<b>BUSINESSOWNERS LIABILITY PLUS</b>		\$207.87	\$103.25
Fire, Lightning, Explosion, Smoke, And Water Damage Legal Liability	\$300,000	Included	
Hired Auto & Non-Owned Auto Liability	\$2,000,000	Included	
Medical Expenses - Per Person	\$10,000	Included	
Products - Completed Operations Aggregate	\$4,000,000	Included	
Blanket Additional Insured - Lessor of Leased Equipment	Included	Included	
Blanket Additional Insured - Managers or Lessors of Premises	Included	Included	
Blanket Waiver of Subrogation	Included	Included	
Broadened Knowledge of Occurrence	Included	Included	
Broadened Supplementary Payments Coverage	Included	Included	
Extended Watercraft Coverage	Included	Included	
Newly Formed or Acquired Organizations	Included	Included	
Personal Injury Extension Coverage	Included	Included	

Forms that apply to all locations:

54510 (07-12)	BP0002 (01-87)	BP0006 (01-87)	54961 (11-11)	BP0009 (01-87)
54679 (06-92)	54709 (04-10)	54098 (05-07)	54319 (07-06)	54867 (03-08)
54656 (08-91)	54088 (09-09)	64728 (02-14)	64776 (01-16)	54254 (04-02)
54621 (07-88)	54353 (10-08)			

AUTO-OWNERS INS. CO.

Issued 09-09-2021

 AGENCY SENTRY WEST INSURANCE SERVICES  
 43-0083-00 MKT TERR 076

 Company  
 Bill

POLICY NUMBER

 49-003-882-00  
 57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

**PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATIONS**

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Declarations. No deductible applies to the below Property Plus Coverages unless indicated.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$200,000
ARSON REWARD	\$7,500
BAILEES COVERAGE	\$15,000
	\$10,000 PER ITEM
BUILDING GLASS COVERAGE	SEE FORM
BUSINESS PERSONAL PROPERTY - EXPANDED COVERAGE	UP TO 1,000 FT
BUSINESS PERSONAL PROPERTY AT FAIRS OR EXHIBITIONS	\$5,000
BUSINESS PERSONAL PROPERTY AT NEWLY ACQUIRED PREMISES	\$500,000 FOR 90 DAYS
BUSINESS PERSONAL PROPERTY IN TRANSIT	\$100,000
BUSINESS PERSONAL PROPERTY OFF PREMISES	\$100,000
DEBRIS REMOVAL	\$100,000
ELECTRONIC EQUIPMENT	
UNSCHEDULED EQUIPMENT	\$100,000
ELECTRICAL DISTURBANCE (SEE FORM FOR DEDUCTIBLE)	\$100,000
MECHANICAL BREAKDOWN	\$100,000
BUSINESS INCOME AND EXTRA EXPENSE	\$100,000
MEDIA	\$100,000
TRANSPORTATION	\$100,000
EMPLOYEE DISHONESTY	\$50,000
FINE ARTS, COLLECTIBLES, AND MEMORABILIA	\$50,000
	\$10,000 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE*	\$25,000
*NOT AVAILABLE IN AZ	
FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM RECHARGE	\$10,000
FORGERY AND ALTERATION	\$50,000
MONEY & SECURITIES INSIDE PREMISES	\$50,000
MONEY & SECURITIES OUTSIDE PREMISES	\$50,000
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
OFF-PREMISES UTILITY SERVICE FAILURE	\$150,000
*BUSINESS INCOME/EXTRA EXPENSE LIMITED TO \$25,000 IN AL, NC, AND SC	
ORDINANCE OR LAW	
COVERAGE A, B AND C COMBINED	\$150,000
OUTDOOR PROPERTY	\$20,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM

AUTO-OWNERS INS. CO.

Issued 09-09-2021

 AGENCY SENTRY WEST INSURANCE SERVICES  
 43-0083-00 MKT TERR 076

 Company POLICY NUMBER 49-003-882-00  
 Bill 57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

**PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATIONS**

COVERAGE	LIMIT
OUTDOOR SIGNS	\$15,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$50,000
POLLUTANT CLEAN UP AND REMOVAL	\$100,000
REFRIGERATED PRODUCTS	\$25,000
REKEYING OF LOCKS	\$1,000
SALESPERSON'S SAMPLES	\$25,000
VALUABLE PAPERS AND RECORDS	\$150,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$50,000

**LOCATION 0001**
**Location:** 101 Emerald Street, Ketchum, ID 83340

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
COVERAGE PACKAGE: PROPERTY PLUS		See Property Plus Declarations	\$519.46	\$258.00
Tier: Premier				
TERRORISM - CERTIFIED ACTS				
SEE FORM(S) 54313, 59350, 59390				

Forms that apply to this location:

 54238 (12-01) 54244 (05-07) 54313 (09-19) 54328 (11-05) 54604 (07-88)  
 54661 (08-91) 59350 (01-15)

**LOCATION 0001 - BUILDING 0001**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - GUARANTEED REPLACEMENT COST		\$5,000,000	\$1,497.44	\$743.81
Special Coverage Form Deductible	\$5,000	Included		
Windstorm or Hail Flat Deductible	\$5,000	Included		
Adjusted Value Factor 0.0530				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	\$5,000	See Form	\$227.42	\$112.96
COVERAGE PACKAGE: PROPERTY PLUS			Included	
Tier: Premier				

AUTO-OWNERS INS. CO.

Issued 09-09-2021

AGENCY SENTRY WEST INSURANCE SERVICES  
43-0083-00 MKT TERR 076

Company POLICY NUMBER 49-003-882-00  
Bill 57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

## Forms that apply to this building:

54965 (05-11)	54658 (04-07)	54659 (02-05)	54499 (04-13)	54500 (04-13)
54069 (08-00)	54340 (04-13)	54743 (08-00)	54750 (08-00)	54073 (08-00)
54226 (08-00)	54752 (08-00)	54064 (08-00)	54072 (04-14)	54067 (08-00)
54708 (01-07)	54062 (08-00)	54060 (02-06)	54070 (02-05)	54745 (08-00)
54066 (08-00)	54065 (08-00)	54749 (08-10)	54068 (08-00)	54063 (03-13)
54227 (08-00)	54341 (03-13)	54748 (08-00)	54228 (04-13)	54841 (03-17)

**Occupied As:** 4 Unit**Secured Interested Parties:** None**Rating Information**

Occupancy: 4 Unit Condominium

Class Code: 65143

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Sprinklered

Protection Class: 03

Territory: 002 Blaine County

Construction Year: 2006

**LOCATION 0001 - BUILDING 0002**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - GUARANTEED REPLACEMENT COST		\$5,300,000	\$1,587.28	\$793.13
Special Coverage Form Deductible	\$5,000	Included		
Windstorm or Hail Flat Deductible	\$5,000	Included		
Adjusted Value Factor 0.0530				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	\$5,000	See Form	Included	
COVERAGE PACKAGE: PROPERTY PLUS			Included	
Tier: Premier				

## Forms that apply to this building:

54965 (05-11)	54658 (04-07)	54659 (02-05)	54499 (04-13)	54500 (04-13)
54069 (08-00)	54340 (04-13)	54743 (08-00)	54750 (08-00)	54073 (08-00)
54226 (08-00)	54752 (08-00)	54064 (08-00)	54072 (04-14)	54067 (08-00)
54708 (01-07)	54062 (08-00)	54060 (02-06)	54070 (02-05)	54745 (08-00)
54066 (08-00)	54065 (08-00)	54749 (08-10)	54068 (08-00)	54063 (03-13)
54227 (08-00)	54341 (03-13)	54748 (08-00)	54228 (04-13)	54841 (03-17)

**Occupied As:** 4 unit**Secured Interested Parties:** None**Rating Information**

Occupancy: 4 Unit Condominium

Class Code: 65143

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Sprinklered

Protection Class: 03

Territory: 002 Blaine County

Construction Year: 2006

AUTO-OWNERS INS. CO.

Issued 09-09-2021

 AGENCY SENTRY WEST INSURANCE SERVICES  
 43-0083-00 MKT TERR 076

 Company POLICY NUMBER 49-003-882-00  
 Bill 57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

**LOCATION 0001 - BUILDING 0003**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - GUARANTEED REPLACEMENT COST		\$5,000,000	\$1,497.44	\$743.81
Special Coverage Form Deductible	\$5,000	Included		
Windstorm or Hail Flat Deductible	\$5,000	Included		
Adjusted Value Factor 0.0530				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	\$5,000	See Form	Included	
COVERAGE PACKAGE: PROPERTY PLUS			Included	
Tier: Premier				

## Forms that apply to this building:

54965 (05-11)	54658 (04-07)	54659 (02-05)	54499 (04-13)	54500 (04-13)
54069 (08-00)	54340 (04-13)	54743 (08-00)	54750 (08-00)	54073 (08-00)
54226 (08-00)	54752 (08-00)	54064 (08-00)	54072 (04-14)	54067 (08-00)
54708 (01-07)	54062 (08-00)	54060 (02-06)	54070 (02-05)	54745 (08-00)
54066 (08-00)	54065 (08-00)	54749 (08-10)	54068 (08-00)	54063 (03-13)
54227 (08-00)	54341 (03-13)	54748 (08-00)	54228 (04-13)	54841 (03-17)

Occupied As: 4 unit

Secured Interested Parties: None

## Rating Information

Occupancy: 4 Unit Condominium

Class Code: 65143

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Sprinklered

Protection Class: 03

Territory: 002 Blaine County

Construction Year: 2006

**LOCATION 0001 - BUILDING 0004**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - GUARANTEED REPLACEMENT COST		\$5,300,000	\$1,587.28	\$783.58
Special Coverage Form Deductible	\$5,000	Included		
Windstorm or Hail Flat Deductible	\$5,000	Included		
Adjusted Value Factor 0.0530				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	\$5,000	See Form	Included	
COVERAGE PACKAGE: PROPERTY PLUS			Included	
Tier: Premier				



AUTO-OWNERS INS. CO.

Issued 09-09-2021

AGENCY SENTRY WEST INSURANCE SERVICES  
43-0083-00 MKT TERR 076

Company  
Bill

POLICY NUMBER

**49-003-882-00**  
57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

## Forms that apply to this building:

54965 (05-11)	54658 (04-07)	54659 (02-05)	54499 (04-13)	54500 (04-13)
54069 (08-00)	54340 (04-13)	54743 (08-00)	54750 (08-00)	54073 (08-00)
54226 (08-00)	54752 (08-00)	54064 (08-00)	54072 (04-14)	54067 (08-00)
54708 (01-07)	54062 (08-00)	54060 (02-06)	54070 (02-05)	54745 (08-00)
54066 (08-00)	54065 (08-00)	54749 (08-10)	54068 (08-00)	54063 (03-13)
54227 (08-00)	54341 (03-13)	54748 (08-00)	54228 (04-13)	54841 (03-17)

**Occupied As:** 4 unit**Secured Interested Parties:** None**Rating Information**

Occupancy: 4 Unit Condominium

Class Code: 65143

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Sprinklered

Protection Class: 03

Territory: 002 Blaine County

Construction Year: 2006

	TERM	CHANGE
TOTAL POLICY PREMIUM	\$9,528.17	\$4,732.60 Additional

Paid In Full does not apply to fixed fees, statutory charges, or minimum premium.

Your policy qualifies for the Paid In Full Discount if you choose to pay your premium in full. The Paid In Full Discount amount may change as a result of policy changes. These changes will be reflected in a future invoice.

Merit Rating Discount of 2% Applies

43-0083-00  
 SENTRY WEST INSURANCE SERVICES  
 PO BOX 9289  
 SALT LAKE CITY UT 84109

# ***Auto-Owners*** **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160  
 517.323.1200

09-09-2021

AUTO-OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

## **ADDITIONAL WAYS TO PAY YOUR BILL**

Pay Online  
[www.auto-owners.com](http://www.auto-owners.com)  
 Pay My Bill

Pay by Mail  
 AUTO-OWNERS INSURANCE  
 PO BOX 740312  
 CINCINNATI, OH 45274-0312

Pay by Phone  
 1-800-288-8740

THE TIMBERS CONDOMINIUM  
 C/O\$GREATWEST PROPERTY MANAGEMENT  
 PO BOX 5892  
 KETCHUM ID 83340-5892

Your agency's phone number is (801) 272-8468.

RE: Policy 49-003-882-00

Billing Account 016101583

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

***Serving Our Policyholders and Agents Since 1916***

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY SENTRY WEST INSURANCE SERVICES  
43-0083-00 MKT TERR 076 (801) 272-8468

INSURED THE TIMBERS CONDOMINIUM

ADDRESS C/O\$GREATWEST PROPERTY MANAGEMENT  
PO BOX 5892  
KETCHUM ID 83340-5892

## BUSINESSOWNERS POLICY DECLARATIONS

Renewal Effective 10-01-2021

**POLICY NUMBER 49-003-882-00**

Company Use 57-57-ID-1710

Company  
Bill

### POLICY TERM

12:01 a.m. to 12:01 a.m.  
10-01-2021 to 10-01-2022

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

54643 (01-90)

**Entity:** Association

## PROPERTY COVERAGES - ALL DESCRIBED LOCATIONS

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
SPECIAL COVERAGE FORM TERRORISM - CERTIFIED ACTS			\$34.81	

## BUSINESS LIABILITY PROTECTION

COVERAGE	LIMIT	PREMIUM	CHANGE
AGGREGATE LIMIT (Other than Products - Completed Operations)	\$4,000,000	\$1,162.44	
LIABILITY AND MEDICAL EXPENSE	\$2,000,000	Included	
Personal Injury	Included	Included	
TERRORISM - CERTIFIED ACTS		\$12.67	
<b>BUSINESSOWNERS LIABILITY PLUS</b>		\$104.62	
Fire, Lightning, Explosion, Smoke, And Water Damage Legal Liability	\$300,000	Included	
Hired Auto & Non-Owned Auto Liability	\$2,000,000	Included	
Medical Expenses - Per Person	\$10,000	Included	
Products - Completed Operations Aggregate	\$4,000,000	Included	
Blanket Additional Insured - Lessor of Leased Equipment	Included	Included	
Blanket Additional Insured - Managers or Lessors of Premises	Included	Included	
Blanket Waiver of Subrogation	Included	Included	
Broadened Knowledge of Occurrence	Included	Included	
Broadened Supplementary Payments Coverage	Included	Included	
Extended Watercraft Coverage	Included	Included	
Newly Formed or Acquired Organizations	Included	Included	
Personal Injury Extension Coverage	Included	Included	

Forms that apply to all locations:

54510 (07-12)	BP0002 (01-87)	BP0006 (01-87)	54961 (11-11)	BP0009 (01-87)
54679 (06-92)	54709 (04-10)	54098 (05-07)	54319 (07-06)	54867 (03-08)
54656 (08-91)	54088 (09-09)	64728 (02-14)	64776 (01-16)	64839 (07-19)
54254 (04-02)	54621 (07-88)	54353 (10-08)		

AUTO-OWNERS INS. CO.

Issued 08-25-2021

AGENCY SENTRY WEST INSURANCE SERVICES  
43-0083-00 MKT TERR 076Company  
Bill

POLICY NUMBER

49-003-882-00  
57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

**PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATIONS**

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Declarations. No deductible applies to the below Property Plus Coverages unless indicated.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$200,000
ARSON REWARD	\$7,500
BAILEES COVERAGE	\$15,000
	\$10,000 PER ITEM
BUILDING GLASS COVERAGE	SEE FORM
BUSINESS PERSONAL PROPERTY - EXPANDED COVERAGE	UP TO 1,000 FT
BUSINESS PERSONAL PROPERTY AT FAIRS OR EXHIBITIONS	\$5,000
BUSINESS PERSONAL PROPERTY AT NEWLY ACQUIRED PREMISES	\$500,000 FOR 90 DAYS
BUSINESS PERSONAL PROPERTY IN TRANSIT	\$100,000
BUSINESS PERSONAL PROPERTY OFF PREMISES	\$100,000
DEBRIS REMOVAL	\$100,000
ELECTRONIC EQUIPMENT	
UNSCHEDULED EQUIPMENT	\$100,000
ELECTRICAL DISTURBANCE (SEE FORM FOR DEDUCTIBLE)	\$100,000
MECHANICAL BREAKDOWN	\$100,000
BUSINESS INCOME AND EXTRA EXPENSE	\$100,000
MEDIA	\$100,000
TRANSPORTATION	\$100,000
EMPLOYEE DISHONESTY	\$50,000
FINE ARTS, COLLECTIBLES, AND MEMORABILIA	\$50,000
	\$10,000 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE*	\$25,000
*NOT AVAILABLE IN AZ	
FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM RECHARGE	\$10,000
FORGERY AND ALTERATION	\$50,000
MONEY & SECURITIES INSIDE PREMISES	\$50,000
MONEY & SECURITIES OUTSIDE PREMISES	\$50,000
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
OFF-PREMISES UTILITY SERVICE FAILURE	\$150,000
*BUSINESS INCOME/EXTRA EXPENSE LIMITED TO \$25,000 IN AL, NC, AND SC	
ORDINANCE OR LAW	
COVERAGE A, B AND C COMBINED	\$150,000
OUTDOOR PROPERTY	\$20,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM

AUTO-OWNERS INS. CO.

Issued 08-25-2021

 AGENCY SENTRY WEST INSURANCE SERVICES  
 43-0083-00 MKT TERR 076

 Company POLICY NUMBER 49-003-882-00  
 Bill 57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

**PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATIONS**

COVERAGE	LIMIT
OUTDOOR SIGNS	\$15,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$50,000
POLLUTANT CLEAN UP AND REMOVAL	\$100,000
REFRIGERATED PRODUCTS	\$25,000
REKEYING OF LOCKS	\$1,000
SALESPERSON'S SAMPLES	\$25,000
VALUABLE PAPERS AND RECORDS	\$150,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$50,000

**LOCATION 0001**
**Location:** 101 Emerald Street, Ketchum, ID 83340

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
COVERAGE PACKAGE: PROPERTY PLUS		See Property Plus Declarations	\$261.46	
Tier: Premier				
TERRORISM - CERTIFIED ACTS				
SEE FORM(S) 54313, 59350, 59390				

Forms that apply to this location:

 54238 (12-01) 54244 (05-07) 54313 (09-19) 54328 (11-05) 54604 (07-88)  
 54661 (08-91) 59350 (01-15)

**LOCATION 0001 - BUILDING 0001**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - GUARANTEED REPLACEMENT COST		\$2,516,400	\$753.63	
Special Coverage Form Deductible	\$5,000	Included		
Windstorm or Hail Flat Deductible	\$5,000	Included		
Adjusted Value Factor 0.0530				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	\$5,000	See Form	\$114.46	
COVERAGE PACKAGE: PROPERTY PLUS			Included	
Tier: Premier				

AUTO-OWNERS INS. CO.

Issued 08-25-2021

AGENCY SENTRY WEST INSURANCE SERVICES  
43-0083-00 MKT TERR 076

Company POLICY NUMBER 49-003-882-00  
Bill 57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

## Forms that apply to this building:

54965 (05-11)	54658 (04-07)	54659 (02-05)	54499 (04-13)	54500 (04-13)
54069 (08-00)	54340 (04-13)	54743 (08-00)	54750 (08-00)	54073 (08-00)
54226 (08-00)	54752 (08-00)	54064 (08-00)	54072 (04-14)	54067 (08-00)
54708 (01-07)	54062 (08-00)	54060 (02-06)	54070 (02-05)	54745 (08-00)
54066 (08-00)	54065 (08-00)	54749 (08-10)	54068 (08-00)	54063 (03-13)
54227 (08-00)	54341 (03-13)	54748 (08-00)	54228 (04-13)	54841 (03-17)

**Occupied As:** 4 Unit**Secured Interested Parties:** None**Rating Information**

Occupancy: 4 Unit Condominium

Class Code: 65143

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Sprinklered

Protection Class: 03

Territory: 002 Blaine County

Construction Year: 2006

**LOCATION 0001 - BUILDING 0002**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - GUARANTEED REPLACEMENT COST		\$2,651,700	\$794.15	
Special Coverage Form Deductible	\$5,000	Included		
Windstorm or Hail Flat Deductible	\$5,000	Included		
Adjusted Value Factor 0.0530				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	\$5,000	See Form	Included	
COVERAGE PACKAGE: PROPERTY PLUS			Included	
Tier: Premier				

## Forms that apply to this building:

54965 (05-11)	54658 (04-07)	54659 (02-05)	54499 (04-13)	54500 (04-13)
54069 (08-00)	54340 (04-13)	54743 (08-00)	54750 (08-00)	54073 (08-00)
54226 (08-00)	54752 (08-00)	54064 (08-00)	54072 (04-14)	54067 (08-00)
54708 (01-07)	54062 (08-00)	54060 (02-06)	54070 (02-05)	54745 (08-00)
54066 (08-00)	54065 (08-00)	54749 (08-10)	54068 (08-00)	54063 (03-13)
54227 (08-00)	54341 (03-13)	54748 (08-00)	54228 (04-13)	54841 (03-17)

**Occupied As:** 4 unit**Secured Interested Parties:** None**Rating Information**

Occupancy: 4 Unit Condominium

Class Code: 65143

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Sprinklered

Protection Class: 03

Territory: 002 Blaine County

Construction Year: 2006

AUTO-OWNERS INS. CO.

Issued 08-25-2021

 AGENCY SENTRY WEST INSURANCE SERVICES  
 43-0083-00 MKT TERR 076

 Company POLICY NUMBER 49-003-882-00  
 Bill 57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

**LOCATION 0001 - BUILDING 0003**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - GUARANTEED REPLACEMENT COST		\$2,516,400	\$753.63	
Special Coverage Form Deductible	\$5,000	Included		
Windstorm or Hail Flat Deductible	\$5,000	Included		
Adjusted Value Factor 0.0530				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	\$5,000	See Form	Included	
COVERAGE PACKAGE: PROPERTY PLUS			Included	
Tier: Premier				

## Forms that apply to this building:

54965 (05-11)	54658 (04-07)	54659 (02-05)	54499 (04-13)	54500 (04-13)
54069 (08-00)	54340 (04-13)	54743 (08-00)	54750 (08-00)	54073 (08-00)
54226 (08-00)	54752 (08-00)	54064 (08-00)	54072 (04-14)	54067 (08-00)
54708 (01-07)	54062 (08-00)	54060 (02-06)	54070 (02-05)	54745 (08-00)
54066 (08-00)	54065 (08-00)	54749 (08-10)	54068 (08-00)	54063 (03-13)
54227 (08-00)	54341 (03-13)	54748 (08-00)	54228 (04-13)	54841 (03-17)

Occupied As: 4 unit

Secured Interested Parties: None

## Rating Information

Occupancy: 4 Unit Condominium

Class Code: 65143

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Sprinklered

Protection Class: 03

Territory: 002 Blaine County

Construction Year: 2006

**LOCATION 0001 - BUILDING 0004**

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - GUARANTEED REPLACEMENT COST		\$2,683,600	\$803.70	
Special Coverage Form Deductible	\$5,000	Included		
Windstorm or Hail Flat Deductible	\$5,000	Included		
Adjusted Value Factor 0.0530				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	\$5,000	See Form	Included	
COVERAGE PACKAGE: PROPERTY PLUS			Included	
Tier: Premier				

AUTO-OWNERS INS. CO.

Issued 08-25-2021

AGENCY SENTRY WEST INSURANCE SERVICES  
43-0083-00 MKT TERR 076

Company  
Bill

POLICY NUMBER

**49-003-882-00**  
57-57-ID-1710

INSURED THE TIMBERS CONDOMINIUM

Term 10-01-2021 to 10-01-2022

## Forms that apply to this building:

54965 (05-11)	54658 (04-07)	54659 (02-05)	54499 (04-13)	54500 (04-13)
54069 (08-00)	54340 (04-13)	54743 (08-00)	54750 (08-00)	54073 (08-00)
54226 (08-00)	54752 (08-00)	54064 (08-00)	54072 (04-14)	54067 (08-00)
54708 (01-07)	54062 (08-00)	54060 (02-06)	54070 (02-05)	54745 (08-00)
54066 (08-00)	54065 (08-00)	54749 (08-10)	54068 (08-00)	54063 (03-13)
54227 (08-00)	54341 (03-13)	54748 (08-00)	54228 (04-13)	54841 (03-17)

**Occupied As:** 4 unit**Secured Interested Parties:** None**Rating Information**

Occupancy: 4 Unit Condominium

Class Code: 65143

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Sprinklered

Protection Class: 03

Territory: 002 Blaine County

Construction Year: 2006

	TERM	CHANGE
TOTAL POLICY PREMIUM	\$4,795.57	
PAID IN FULL DISCOUNT	\$479.55	
TOTAL POLICY PREMIUM IF PAID IN FULL	\$4,316.02	

Paid In Full does not apply to fixed fees, statutory charges, or minimum premium.

Paid In Full Discount is available.

Merit Rating Discount of 2% Applies



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54621 (7-88)

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

## **SUNTANNING DEVICE EXCLUSION**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.**

It is agreed:

No coverage is provided by this policy for any claim, suit, action or proceeding against the insured arising out of the ownership, operation, maintenance or use of a suntanning device.

54621 (7-88)

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Copyright Insurance Services Office, Inc., 1984, 1985

Page 1 of 1

54254 (4-02)

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

## **FUNGI OR BACTERIA EXCLUSIONS**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.**

It is agreed:

**A.** The following exclusions are added to section **1.** of **B. EXCLUSIONS**:

- 1.** "Bodily injury" or "property damage" arising out of, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, whether airborne or not, on or within a building or structure, including its contents. This exclusion applies whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- 2.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person, entity or governmental authority.

These exclusions do not apply to any "fungi" or bacteria that are on, or are contained in, a good or product intended for human consumption.

**B.** The following exclusions are added to section **1.** paragraph **p.** of **B. EXCLUSIONS**:

- 1.** Arising out of, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presense of, any "fungi" or bacteria, whether airborne or not, on or within a building or structure, including its contents. This exclusion applies whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- 2.** For any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person, entity or governmental authority.

**C.** The following definition is added to **F. LIABILITY AND MEDICAL EXPENSE DEFINITIONS**:

"Fungi" means any type or form of fungus, including but not limited to, any mold, mildew, mycotoxins, spores, scents or byproducts produced or released by any type or form of fungus.

All other policy terms and conditions apply.

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

## **REFRIGERATED PRODUCTS**

This endorsement modifies insurance under the following:

### **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM.**

1. Under **A. COVERAGE, 5. Additional Coverages, f. Business Income** and **g. Extra Expense** do not apply to the coverage provided by this Additional Coverage.
  2. Under **A. COVERAGE, 5. Additional Coverages**, the following Additional Coverage is added:  
**Refrigerated Products**  
We shall pay for loss of or damage to "perishable stock" caused directly by any of the following:
    - a. Mechanical breakdown of the refrigeration system; or
    - b. The interruption of electrical services to the refrigeration system caused by direct physical damage to the electrical generating or transmission equipment of your "local utility service".You must exercise diligence in inspecting and maintaining refrigeration equipment. If interruption of electrical service or mechanical or electrical breakdown is known, you must use all reasonable means to protect the covered property from further damage.
  3. Under **C. LIMITS OF INSURANCE**, the following limitation is added:  
The most we shall pay for all loss or damage caused directly by mechanical or electrical breakdown of the refrigeration system or the interruption of electrical service to the refrigeration system caused by direct physical damage by a Covered Cause of Loss to the electrical generating or transmission equipment of your "local utility service" in any one loss is the Limit of Insurance shown in the Declarations for REFRIGERATED PRODUCTS. In the event the amount of loss of or damage to "perishable stock" does not exceed the Limit of Insurance shown in the Declarations for REFRIGERATED PRODUCTS, you may at your option, apply the remainder of such Limit of Insurance to your actual loss Business Income or necessary Extra Expense, if any, subject to the terms and conditions of the BUSINESS INCOME AND EXTRA EXPENSE endorsement.
  4. Under **SECTION B. EXCLUSIONS**:  
Includes copyrighted material of ISO Commercial Services, Inc., with its permission  
54749 (8-10)  
Copyright, ISO Commercial Risk Services, Inc., 1984, 1985, 1986
  - a. exclusion **1.e. Power Failure** is deleted and replaced by the following exclusion.  
**e. Off-Premises Services**  
We shall not pay for loss or damage caused by or resulting from the failure to supply "power supply services" from any regional or national grid.
  - b. Exclusion **2.d.(6)** is deleted and replaced by the following exclusion for this Additional Coverage only:  
**(6)** Mechanical breakdown, including rupture or bursting caused by centrifugal force. However, this does not apply to any resulting loss or damage caused by elevator collision or mechanical breakdown of refrigeration systems.
  5. **Definitions**  
The following definitions apply only to this Additional Coverage:  
  
**"Local Utility Service"** means your billing entity, repair entity or service entity directly providing "power supply services" to the premises described in the Declarations.  
  
**"Perishable stock"** means merchandise held in storage or for sale that is refrigerated for preservation and is susceptible to loss or damage if the refrigeration fails.  
  
**"Power Supply Services"** means the following types of property supplying electricity to the described premises that are not located on a described premises and not rented, leased or owned by any insured:
    - (1) Utility generating plants;
    - (2) Switching stations;
    - (3) Substations;
    - (4) Transformers; and
    - (5) Transmission lines.
- All other policy terms and conditions apply.

64839 (7-19)

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

## **CHANGES - ACTUAL CASH VALUE AND DEPRECIATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS STANDARD PROPERTY COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

Wherever it appears in this Coverage Form and any endorsement attached to this Coverage Form:

- 1.** Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
- 2.** Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
  - a.** The cost of materials, labor and services;

- b.** Any applicable taxes; and
- c.** Profit and overhead necessary to repair, rebuild or replace lost or damaged property.

The meanings of actual cash value and depreciation in this endorsement supersede any provision in this Coverage Form and any endorsement attached to the Coverage Form to the contrary.

All other policy terms and conditions apply.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
AND  
IMPORTANT INFORMATION REGARDING TERRORISM RISK  
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
  - a. the Secretary of Homeland Security; and
  - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
  - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - b. (1) if the act of terrorism is:
    - a) a violent act; or
    - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
    - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
    - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

## IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any 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 to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) 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.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

43-0083-00  
 SENTRY WEST INSURANCE SERVICES  
 PO BOX 9289  
 SALT LAKE CITY UT 84109

# ***Auto-Owners*** **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160  
 517.323.1200

08-25-2021

AUTO-OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

## **ADDITIONAL WAYS TO PAY YOUR BILL**

Pay Online  
[www.auto-owners.com](http://www.auto-owners.com)  
 Pay My Bill

Pay by Mail  
 AUTO-OWNERS INSURANCE  
 PO BOX 740312  
 CINCINNATI, OH 45274-0312

Pay by Phone  
 1-800-288-8740

THE TIMBERS CONDOMINIUM  
 C/O\$GREATWEST PROPERTY MANAGEMENT  
 PO BOX 5892  
 KETCHUM ID 83340-5892

Your agency's phone number is (801) 272-8468.

RE: Policy 49-003-882-00

Billing Account 016101583

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

***Serving Our Policyholders and Agents Since 1916***

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.



The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

## **NOTICE TO POLICYHOLDER FUNGI OR BACTERIA EXCLUSIONS**

Dear Policyholder:

The BUSINESSOWNERS LIABILITY coverage provided by this policy is amended by form number 54254 (4-02), FUNGI OR BACTERIA EXCLUSIONS. This endorsement will exclude coverage for bodily injury and property damage arising out of fungi, bacteria or mold.

This notice is for informational purposes only.

Please review this new endorsement and your policy carefully. If you have any questions concerning this exclusion, please contact your Auto-Owners Agency.

## **NOTICE TO POLICYHOLDER Adjusted Value Factor Inflation Guard Coverage**

Dear Policyholder:

This notice is for informational purposes only.

Effective upon the renewal of your policy, form 54239, BUILDING AND BUSINESS PERSONAL PROPERTY - AUTOMATIC INCREASE, will be replaced with form 54098, ADJUSTED VALUE FACTOR INFLATION GUARD COVERAGE. Form 54098 will continue to automatically increase your Building and Business Personal Property coverages throughout the policy period based on inflation.

This change may result in a reduction of the amount by which your coverage limits will increase on an annual basis. Please review this new endorsement and your policy carefully. If you have questions concerning your renewal, please contact your Auto-Owners agency.

Thank you for the opportunity to provide insurance coverage for your commercial business.

## NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

**CRIME PROTECTION POLICY DECLARATIONS**

<b>Item 1. NAMED INSURED AND ADDRESS</b>	<b>Item 2. Policy Period:</b>
The Timbers Condominium Association Inc	12:01 A.M. Standard Time at the address if the Named Insured shown at left.
Po Box 202	From: 10/01/2021
Sun Valley , ID 83353	To: 10/01/2022

Insurance is afforded by  
**Great American Insurance Company**  
(a capital stock corporation, hereinafter called the Company)

<b>Item 3. INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES</b>		
<b>Insuring Agreement</b>	<b>Limit of Insurance Per Occurrence</b>	<b>Deductible Amount Per Occurrence</b>
1. Employee Dishonesty	\$100,000	\$1,000
2. Forgery or Alteration	\$100,000	\$1,000
3. Inside the Premises	\$100,000	\$1,000
4. Outside the Premises	\$100,000	\$1,000
5. Computer Fraud	\$100,000	\$1,000
6. Money Orders & Counterfeit Paper Currency	\$100,000	\$1,000

If added by Endorsement, Insuring Agreement(s):

8. Funds Transfer Fraud	\$100,000	\$1,000
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If "Not Covered" is inserted above opposite any specified Insuring Agreement, or if no amount is inserted, such Insuring Agreement and any other reference thereto in this Policy shall be deemed to be deleted.

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**Item 4. FORMS AND ENDORSEMENTS** applicable to all Coverage Parts are made part of this policy at time of issue are listed on the attached Forms Schedule IL 88 01 (11/85)

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**Item 5. CANCELLATION OF PRIOR INSURANCE**

By acceptance of this Policy you give us notice canceling prior policy Nos.

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**BUSINESSPRO FORMS AND ENDORSEMENTS SCHEDULE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form and Edition	ST	Date Added*	Form Description
SP 00 01 (04/12)			CrimeCoverageDetails
IL 88 01 (11/85)			PolicyDeclarations
IL 88 02 (11/85)			FormsandEndorsementSchedule
SP 00 01 (04/12)			PremiumEndorsement
			PolicyForm
			CoverageForFundsTransfer
SE 00 11 (03/00)			IncludeSpecifiedNonCompensatedOfficersAsEmplo yees
SE 00 16 (03/00)			IncludeVolunteerWorkersOtherThanFundSolicitors AsEmployees
SE 00 63 (03/00)			IncludeDesignatedAgentsAsEmployeesCoveredFor EmployeeDishonestyOnlyEndorsement
SE 01 61 (07/13)			ConfidentialAndDataBreach
SA 71 50 (06/14)			MediumsOfExchange
IL 72 68 (09/09)			InWitnessClause
IL 73 24 (08/12)			EconomicAndTradeSanctions
SDM 683 (03/12)			ImportantNoticeFidelity
SDM 794 (08/11)			IdahoImportantNotice
SE 00 88 (09/06)			IdahoChnges

\*If not at inception

Administrative Offices  
80 Walnut Steet, Cincinnati, Ohio 45202

**BUSINESSPRO GENERAL ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**PREMIUM ENDORSEMENT**

This Endorsement modifies Crime Protection Policy No. SSA-392-56-74-04827-05 and is added to the Schedule of Forms IL 88 01 (11/85)

It is agreed that:

1. The basic premium charged for the attached policy for the period:

From: 10-01-2021

To: 10-01-2022

Is

Premium \$528.00

Taxes/Fees: \$0.00

## **CRIME PROTECTION POLICY**

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## CRIME PROTECTION POLICY

Throughout this Policy the words "you" and "your" refer to the Insured(s) shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance. Read the entire Policy carefully to determine rights, duties and what is or is not covered. Words and phrases defined in the Policy are in **bold** type.

### A. CONSIDERATION CLAUSE

In return for the payment of the premium, and subject to the Declarations, Insuring Agreements, Definitions, Exclusions, Conditions and other terms of this Policy, we will pay for loss covered by an Insuring Agreement of this Policy that you sustain resulting directly from acts committed or events occurring at any time and discovered by you during the policy period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss, Condition **E.9**.

### B. INSURING AGREEMENTS

#### 1. Employee Dishonesty

We will pay for loss resulting directly from dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- a. cause you to sustain loss; and
- b. obtain an improper financial benefit for:
  - (1) the **employee**; or
  - (2) any person or organization intended by the **employee** to receive that benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

#### 2. Forgery or Alteration

- a. 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:
  - (1) made or drawn by or drawn upon you;
  - (2) made or drawn by one acting as your agent;or that purport to have been so made or drawn.
- b. If you are sued for refusing to pay any instrument covered in paragraph **2.a.** 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 for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

### 3. Inside the Premises

- a. We will pay for loss of **cash** and **securities** inside the **premises** or **banking premises** resulting directly from **theft**, disappearance or destruction. Provided, however, in the case of **theft**, the **theft** was committed by a person physically present in the **premises** or **banking premises** at the time of loss of such **cash** or **securities**.
- b. We will pay for loss of, and loss from damage to, **other property**:
  - (1) inside the **premises** resulting directly from an actual or attempted **robbery** of a **custodian**; or
  - (2) inside the **premises** in a safe or vault, resulting directly from an actual or attempted **safe burglary**.
- c. We will pay:
  - (1) for loss from damage to the **premises** or its exterior; or
  - (2) for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the **premises**;resulting directly from an actual or attempted **theft**, **robbery** or **safe burglary**, if you are the owner of the **premises** or are liable for damage to it.

### 4. Outside the Premises

We will pay for loss of, and loss from damage to, **cash**, **securities** and **other property** outside the **premises** while in the care and custody of a **messenger** or armored motor vehicle company:

- a. for **cash** and **securities** resulting from **theft**, disappearance or destruction; and
- b. for **other property** resulting from actual or attempted **robbery**.

### 5. Computer Fraud

We will pay for loss resulting directly from the use of any computer to impersonate you, or your authorized officer or **employee**, to gain direct access to your computer system, or to the computer system of your financial institution, and thereby fraudulently cause the transfer of **money**, **securities** or **other property** from your **premises** or **banking premises** to a person, entity, place or account outside of your control.

### 6. Money Orders and Counterfeit Paper Currency

We will pay for loss resulting directly from your having accepted in good faith and in the regular course of business, in exchange for merchandise, **money** or services:

- a. money orders issued by any post office, express company or bank in the United States or Canada that are not paid upon presentation; or
- b. **counterfeit** United States or Canadian paper currency.

## C. DEFINITIONS

1. **Banking premises** means the interior of that portion of any building occupied by a financial institution with which you have an account or which has custody of your **money** or **securities**.
2. **Cash** means United States or Canadian bills and coins in current use and having a face value that are accepted by the United States or by the government of Canada as legal tender for the payment of debts.
3. **Counterfeit** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
4. **Custodian** means you, any of your partners or any **employee** while having care and custody of property inside the **premises**, excluding any person while acting as a **watchperson** or janitor.
5. **Employee** means:
  - a. Any natural person:
    - (1) while in your service or for 30 days after termination of service; and
    - (2) whom you compensate directly by salary, wages or commissions; and
    - (3) whom you have the right to direct and control while performing services for you.
  - b. Any natural person who is furnished temporarily to you to:
    - (1) substitute for a permanent **employee** as defined in (a) above who is on leave; or
    - (2) meet seasonal or short-term workload 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**.
  - c. Any natural person who is:
    - (1) 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 insurance; and
    - (2) your director or trustee while that person is handling **funds** or **other property** of any **employee benefit plan(s)** insured under this insurance.
  - d. **Employee** does not mean any:
    - (1) agent, broker, person leased to you by a labor leasing firm (except when furnished on a temporary basis under the circumstances set forth in Definition 5.b.), factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (2) director or trustee except while performing acts within the scope of the usual duties of an employee.

6. **Employee benefit plan(s)** means any welfare or pension benefit plan listed in the Declarations that is subject to the Employee Retirement Income Security Act of 1974 (ERISA).
7. **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.
8. **Messenger** means you, any of your partners or **employees** while having care and custody of property outside the **premises**.
9. **Money** means:
  - a. **Cash**;
  - b. Demand and savings deposits at financial institutions; and
  - c. travelers checks, register checks and money orders held for sale to the public.
10. **Occurrence** means:
  - a. As respects Insuring Agreement 1., all loss or losses caused by, or involving, any one **employee**, acting alone or in collusion with others.
  - b. As respects Insuring Agreement 2., all loss or losses caused by any person or in which that person is involved, whether the loss involves one or more instruments.
  - c. As respects all other Insuring Agreements, all loss or losses caused by:
    - (1) any number of acts, involving one person whether acting alone or in collusion with others;
    - (2) any number of acts involving a group of persons acting together; or
    - (3) an act or event, or any number of related acts or events, not involving any identifiable person.
11. **Other property** means any tangible property other than **money** and **securities** that has intrinsic value but does not include any property excluded under this insurance.
12. **Payment order** means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to another person.
13. **Premises** means the interior of that portion of any building you occupy in conducting your business.
14. **Robbery** means the taking of property from the care and custody of a person by one who has:
  - a. caused or threatened to cause that person bodily harm; or
  - b. in the presence of that person, caused or threaten to cause bodily harm to someone else.

15. **Safe burglary** means the taking of:

- a. 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
- b. a safe or vault on the **premises** by a person without your permission.

16. **Securities** mean negotiable and nonnegotiable instruments or contracts representing either **money** or property and includes:

- a. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include **money**.

17. **Security procedure** means a procedure established by agreement of the Insured and its customer or financial institution for the purpose of (i) verifying that a **payment order** is that of the Insured, or (ii) detecting error in the transmission or the content of the **payment order** or communication. A **security procedure** may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices.

18. **Theft** means any act of stealing.

19. **Watchperson** means any person you retain specifically to have care and custody of property on the **premises** and who has no other duties.

#### D. **EXCLUSIONS Applicable to All Insuring Agreements, Except as Indicated**

We will not pay for loss as specified below:

##### 1. **Acts Committed by You or Your Partners**

Loss resulting from any dishonest act committed by you or any of your partners whether acting alone or in collusion with other persons.

##### 2. **Acts of Employees, Directors, Trustees or Representatives**

We will not pay for loss resulting from any dishonest act committed by any of your **employees**, directors, trustees or authorized representatives:

- a. acting alone or in collusion with other persons; or
- b. while performing services for you or otherwise;

except when covered under Insuring Agreement 1.

##### 3. **Fire**

Loss from damage to the **premises** resulting from fire, however caused.

#### **4. Governmental Action**

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

#### **5. Indirect Loss**

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

- a. your inability to realize income that you would have realized had there been no loss;
- b. payment of damages of any type for which you are legally liable unless you establish that the act or acts that gave rise to the damages involved conduct which caused a covered loss of **money, securities or other property** which was in your custody and control and for which you were responsible prior to the loss; or
- c. payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

#### **6. Legal Expenses**

Expenses related to any legal action, except when covered under Insuring Agreement **2**.

#### **7. Nuclear Chemical or Biological**

Loss resulting from nuclear reaction, nuclear radiation or radioactive, chemical or biological contamination, or any related act or incident.

#### **8. War and Similar Actions**

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

#### **9. Confidential Information**

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, personal information, customer lists and intellectual property. For purposes of Insuring Agreement **5**, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement **5** shall not be excluded by the fact that confidential information was used to gain access to your computer system or to the computer system of your financial institution, in order to cause the fraudulent transfer.

#### **10. Data Breach Costs**

Expenses related to your obligations to comply with federal and state privacy laws and Payment Card Industry Data Security Standards (if applicable) arising from a data security breach, including, but not limited to, expenses related to notifying affected individuals when the affected individual's personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in your care, custody or control, forensic audit expenses and fines and penalties.

#### **Applicable to Specific Insuring Agreements**

We will not pay for loss as specified below:



## 1. Under Insuring Agreement 1

### Employee Canceled Under Prior Insurance

Loss caused by any **employee** of yours, or predecessor in interest of yours, for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.

## 2. Under Insuring Agreements 1 and 5

### Inventory Shortages

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. Under Insuring Agreements 3 and 4

### a. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

### b. Money Operated Devices

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.

### c. Transfer or Surrender of Property

- (1) Loss of 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; or

- (ii) as a result of a threat to do:

- (a) bodily harm to any person; or

- (b) damage to any property.

- (2) But, this exclusion does not apply under Insuring Agreement 4. to loss of **money**, **securities** and **other property** while outside the **premises** or **banking 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.

### d. Vandalism

Loss from damage to any safe, vault or **other property**, or to the **premises** or its exterior, by vandalism or malicious mischief.

#### **4. Under Insuring Agreement 4**

##### **Motor Vehicles or Equipment and Accessories**

Loss of motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

#### **5. Under Insuring Agreements 3 and 4**

##### **a. Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

##### **b. Voluntary Parting of Title to or Possession of Property**

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

#### **6. Under Insuring Agreement 5**

##### **a. Failure to Follow Security Procedures**

- (1) loss resulting from your failure to follow **security procedures** agreed to in writing with your customer or your financial institution;
- (2) loss that would have been avoided if you had accepted and followed commercially reasonable **security procedures** that your financial institution made available for your account or accounts involved in the loss; or
- (3) loss resulting from your failure to comply with **security procedures** that you represented to us you would follow.

##### **b. Debit and Credit Cards**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, or other cards.

### **E. CONDITIONS**

#### **Applicable to All Insuring Agreements**

##### **1. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this Policy is canceled, 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 2. 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 on behalf of all insureds to agree with us on changes in the terms of this Policy. If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Policy.

## 3. 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 any insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this insurance;
- b. the covered property;
- c. your interest in the covered property; or
- d. a claim under this insurance.

## 4. Consolidation and 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**:

- a. you must give us written notice and obtain our written consent to extend this Policy to such additional **employees** or **premises**. We may condition our consent upon payment of an additional premium; but
- b. for the first 60 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 said 60 day period.

## 5. Deductible

- a. We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We then will pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount will be applied.
- b. For losses covered under Insuring Agreement 1, you must:

(1) give us notice as soon as possible even though the loss falls entirely within the Deductible Amount; and

(2) upon our request, give us a statement describing the loss.

c. The deductible does not apply to loss sustained by any **employee benefit plan(s)**.

## 6. Discovery of Loss

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 the 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 insurance.

## 7. Duties in the Event of Loss

After you discover a loss or a situation that may result in a loss you must:

a. notify us as soon as possible;

b. submit to examination under oath at our request and give us a signed statement of your answers;

c. give us a detailed, sworn proof of loss within 120 days; and

d. cooperate with us in the investigation and settlement of any claim.

## 8. Employee Benefit Plan(s)

a. If any **employee benefit plan(s)** is insured jointly with any other entity under this insurance, you or the plan administrator must select a Limit of Insurance for Insuring Agreement 1. that is sufficient to provide a Limit of Insurance for each plan that is at least equal to that required if each plan were separately insured.

b. If the first Named Insured is an entity other than a plan, any payment we make to that 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.

c. If two or more plans are insured under this insurance, any payment we make for loss:

(1) sustained by two or more plans; or

(2) of commingled **funds** or **other property** of two or more plans;

that 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 such plan bears to the total of those limits.

## 9. Extended Period to Discover Loss

a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you

- (1) within 60 days following the date of termination or cancellation; and
  - (2) as respects any **employee benefit plan(s)**, within one year following the date of termination or cancellation.
- b. 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 insurance provides coverage for loss sustained prior to its effective date.

#### 10. Joint Insured

- a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.
- b. 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 related to this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- c. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- d. An **employee** of any Insured is considered to be an **employee** of every Insured.
- e. If this Policy or any of its coverage is canceled or terminated as to any Insured, Condition **E.9. Extended Period to Discover Loss** applies separately to that Insured.
- f. 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.

#### 11. Legal Action Against Us

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

- a. unless you have complied with all the terms of this Policy; and
- b. until 90 days after you have filed proof of loss with us; and
- c. unless brought within 2 years from the date you discover the loss.

#### 12. 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 insurance.

#### 13. Limit of Insurance

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

#### 14. Loss Covered Under More Than One Coverage

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

- a. the actual amount of loss; or

- b. the highest single Limit of Insurance applicable to those coverages.

#### **15. 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.

#### **16. Other Insurance**

- a. This Policy does not apply to loss recoverable or recovered under other insurance or indemnity. However, 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.
- b. Under Insuring Agreement 4., we will pay only for the amount of loss that you cannot recover:
  - (1) under your contract with the armored motor vehicle company; and
  - (2) from any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

#### **17. Ownership of Property, Interests Covered**

The property covered under this Policy is limited to property:

- a. that you own or hold; or
- b. that is owned and held by someone else under circumstances that made you responsible for the property prior to, and independent of, the loss.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or organization.

#### **18. Records**

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

#### **19. Recoveries**

- a. Recoveries, whether effected by you or us, shall be applied, net of the expense of such recovery, in the following manner and order:
  - (1) to the satisfaction of your loss which would otherwise have been paid under this Policy but for the fact that it is in excess of the Limit of Insurance and the Deductible Amount, if any;
  - (2) then to us, until we are reimbursed for the settlement made;
  - (3) then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any;
  - (4) then to you for any loss not covered by this Policy.

- b. Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for our benefit.
- c. If original securities are recovered after duplicates of such securities have been issued, the original securities shall be surrendered to us.

## 20. Territory

This Policy covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico or Canada. In addition, under Insuring Agreement 1., we will pay for loss caused by any **employee** while temporarily outside of said territories for a period of not more than 90 days.

## 21. 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.

## 22. 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 also must do everything necessary to secure those rights and do nothing after loss to impair our actual or potential rights of recovery.

## 23. Valuation - Settlement

- a. Subject to the applicable Limit of Insurance provision we will pay for:
  - (1) 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) at 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 on the day the loss was discovered.
  - (2) 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.

(3) Loss of, or loss from 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;

(a) of comparable material and quality; and

(b) used for the same purpose; or

(iii) the amount you actually spend that is necessary to repair or replace the lost or damaged property.

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

(i) until the lost or damaged property actually is 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.

b. We may, at our option, pay for loss of, or loss from damage to, property other than **money**:

(1) in the **money** of the country in which the loss occurred; or

(2) 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 on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

## **Applicable to Specific Insuring Agreements**

### **1. Insuring Agreement 1**

#### **Cancellation as to Any Employee**

Coverage under this Policy is canceled as to any **employee**:

a. Immediately upon discovery by:

(1) you; or

(2) any of your partners, officers or directors not in collusion with the employee; or



- (3) as to **Employee benefit plan(s)**, any trustee, fiduciary or plan administrator not in collusion with the **employee**;

of any dishonest act committed by that **employee** whether before or after becoming employed by you. Whether such discovery occurs prior to or after commencement of this Policy, there is no coverage under Insuring Agreement 1. for loss or losses resulting from acts committed by that **employee** after the date of such discovery.

- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

## 2. Insuring Agreement 2

### a. Deductible

The deductible does not apply to legal expenses paid under Insuring Agreement 2.

### b. Facsimile Signatures

We will treat a reproduction of a handwritten signature the same as handwritten signature. An electronic or digital signature is not treated as a reproduction of a handwritten signature.

### c. Proof of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and an explanation of the absence of the instrument.

### d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition 20 does not apply to Insuring Agreement 2.

## 3. Insuring Agreements 3 and 4

### a. Special Limit of Insurance for Specified Property

We only will pay up to \$5,000 for any one **occurrence** of loss of, and loss from damage to:

- (1) 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
- (2) manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

### b. Duties in the Event of Loss

If you have reason to believe that any loss of, or loss from damage to, **money, securities or other property** involves a violation of law, you must notify the police.

#### **4. Insuring Agreement 5**

##### **a. Special Limit of Insurance for Specified Property**

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

##### **b. Duties in the Event of Loss**

If you have reason to believe that any loss of, or loss from damage to, **money, securities** or **other property** involves a violation of law, you must notify the police.

##### **c. Territory**

We will cover loss you sustain anywhere in the world. The Territory Condition 20 does not apply to Insuring Agreement 5.

#### **5. Insuring Agreement 6**

##### **a. Duties in the Event of Loss**

You must notify the police if you have reason to believe you have accepted a **counterfeit** money order or **counterfeit** paper currency.

**IN WITNESS WHEREOF, we have caused this Policy to be executed on the Declarations Page.**

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

## **INCLUDE COVERAGE FOR FUNDS TRANSFER FRAUD**

### **A. Coverage**

We will pay for loss of **funds** resulting directly from a **fraudulent instruction** directing financial institution to transfer, pay or deliver **funds** from your **transfer account**.

### **B. Limit of Insurance and Deductible**

The Limit of Insurance and Deductible Amount are shown in the Declarations.

### **C. Definitions**

As used in this Insuring Agreement:

#### **a. Fraudulent instruction means:**

- (1) An electronic, telegraphic, cable, teletype, telefacsimilie 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 2.) 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, telefacsimilie, 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.

#### **b. 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, telefacsimilie or telephone instructions communicated directly or through an electronic funds transfer system; or
- (2) By means of written instructions (other than those described in Insuring Agreement 2.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

#### **c. Funds means money and securities.**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES**

This Endorsement modifies Crime Protection Policy No. SSA-392-56-74-04827-05

1. **Employee** also includes your following non-compensated officers:

ALL NON-COMPENSATED OFFICERS AND MEMBERS OF THE BOARD OF DIRECTORS

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**INCLUDE VOLUNTEER WORKERS OTHER THAN  
FUND SOLICITORS AS EMPLOYEES**

This Endorsement modifies Crime Protection Policy No. SSA-392-56-74-04827-05

**Employee** also includes any non-compensated natural person, other than one who is a fund solicitor, while performing services for you that are usually the duties of an **employee**.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**INCLUDE DESIGNATED AGENTS AS EMPLOYEES  
COVERED FOR EMPLOYEE DISHONESTY ONLY**

This Endorsement modifies Crime Protection Policy No. SSA-392-56-74-04827-05

1. For Purposes of Insuring Agreement **1.** only, **Employee** also includes each natural person, partnership, or corporation you appoint in writing to act as your agent in the capacity enumerated below while acting on your behalf or while in possession of property which you own or for which your are legally liable.

Each such agent and the partners, officers and employees of that agent are considered to be collectively, one **employee** for the purposes of this insurance. However, Condition **1. Cancellation** of the Conditions Applicable to Insuring Agreement **1.** applies individually to each of them.

2. The most we will pay under this policy for loss caused by an agent included as an employee by this Endorsement is the Limit of Insurance shown below. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declartions as applicable to Insuring Agreement **1.**
3. The capacity of the agent and corresponding Limit of Insurance for this Endorsement are:

**Capacity of Agent**

Property Manager

**Limit of Insurance**

Same as Policy Limit of Insurance  
Per Occurrence and Deductible  
Amount Per Occurrence  
For Insuring Agreement **1.**



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

## **AMEND CONFIDENTIAL INFORMATION AND DATA BREACH COSTS EXCLUSIONS**

This endorsement modifies Crime Protection Policy No. - .

1. The **Confidential Information** exclusion of the Exclusions Applicable to All Insuring Agreements is deleted and replaced by the following:

### **Confidential Information**

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, intellectual property, personal customer information, customer lists, and a customer's personally identifiable financial or medical information, whether such confidential information is owned by you or held by you in any capacity including concurrently with another person. For purposes of Insuring Agreement 5, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement 5 shall not be excluded by the fact that confidential information was used to gain access to your computer system, or to the computer system of your financial institution, in order to cause the fraudulent transfer.

2. The **Data Breach Costs** exclusion of the Exclusions Applicable to All Insuring Agreements is deleted and replaced by the following:

### **Data Breach Costs**

Expenses related to your obligations arising from a data security breach, including, but not limited to, forensic audit expenses, fines, penalties, expenses to comply with federal and state laws and Payment Card Industry Data Security Standards (if applicable) and expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in the insured's care, custody or control.



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

SA 71 50 (Ed. 06 14)

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

**ENDORSEMENT NO.**

**VIRTUAL OR ON-LINE PEER TO PEER MEDIUMS OF EXCHANGE EXCLUSION**

This Endorsement applies to Crime Protection Policy No. -

The following is added to **D. EXCLUSIONS**:

**Applicable to all Insuring Agreements, Except as Indicated**

We will not pay for loss as specified below:

Loss of virtual or on-line peer to peer mediums of exchange.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, limitations or provisions of the attached Policy other than as above stated.





Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

IL 72 68  
(Ed. 09 09)

### In Witness Clause

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 countersigned by our authorized representative.

A handwritten signature in black ink, appearing to read "D. L. C.", followed by a horizontal line.

President

A handwritten signature in black ink, appearing to read "Eve Cutler Rosen".

Secretary



Administrative Offices  
301 E 4th Street  
Cincinnati, OH 45202-4201  
513 369 5000 ph

IL 73 24 (Ed. 08 12)

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

### **ECONOMIC AND TRADE SANCTIONS CLAUSE**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

IL 73 24 (Ed. 08/12)



Administrative Offices  
301 E 4th Street  
Cincinnati, OH 45202-4201  
513 369 5000 ph

**IMPORTANT NOTICE  
FIDELITY CRIME DIVISION CLAIMS**

**Should this account have a potential claim situation, please contact:**

**Fidelity & Crime Claims Department  
Great American Insurance Group  
Five Waterside Crossing  
Windsor, CT 06095**

**(860) 298-7330  
(860) 688-8188 fax**

**[CrimeClaims@gaic.com](mailto:CrimeClaims@gaic.com)**



Administrative Offices  
301 E 4th Street  
Cincinnati, OH 45202-4201  
513 369 5000 ph

## **IMPORTANT NOTICE IDAHO**

### **TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

This notice is to advise you that should any complaints arise regarding this insurance, you may contact Great American Insurance Companies at the following address:

Great American Insurance Group  
Administrative Offices  
301 East 4th Street  
Cincinnati, OH 45202

Or you may call the toll-free telephone number for information or to make a complaint at:

**1-800-221-7274**

You may write the Idaho Department of Insurance:

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
P.O. Box 83720  
Boise, ID 83720-0043

1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

### **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

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

## **IDAHO CHANGES - CANCELLATION AND NONRENEWAL**

This Endorsement modifies Crime Protection Policy No. - .

1. Paragraphs **a.** and **b.** of Condition 1. **Cancellation** of the Conditions Applicable to All Insuring Agreements are replaced by the following:
  - a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.
  - b. (1) If this Policy has been in effect for 60 days or less, 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) 30 days before the effective date of cancellation if we cancel for any other reason.
  - (2) If this Policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:
    - (a) nonpayment of premium;
    - (b) fraud or material misrepresentation made by you or with your knowledge in obtaining this Policy, continuing the Policy or in presenting a claim under the Policy;
    - (c) acts or omissions on your part which increase any hazard insured against;
    - (d) change in the risk which materially increases the risk of loss after the Policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
    - (e) loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;
    - (f) a determination by the Director of Insurance that continuation of this Policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or
    - (g) violation or breach by the Insured of any policy terms or conditions other than nonpayment of premium.
  - (3) If cancellation is pursuant to paragraph **b.(2)**, we will mail or deliver written notice of cancellation to the first Named Insured at least:
    - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - (b) 30 days before the effective date of cancellation if we cancel for any other reason stated in **2.(b)** through **(g)** above.

- (4) If notice pursuant to subparagraph **b.(1)(a)** or **b.(3)(a)** is sent by United States mail, the 10 day notification period shall begin to run five days following the date of postmark.

2. The following condition is added and supersedes any provision to the contrary:

**Nonrenewal**

- a. If we elect not to renew this Policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the Policy.
- b. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- c. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this Policy, this Policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended period of coverage will be calculated pro rata at rates applicable to the expiring policy.
- d. We need not mail or deliver this notice if:
  - (1) we have offered to renew this Policy;
  - (2) you have obtained replacement coverage; or
  - (3) you have agreed in writing to obtain replacement coverage.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. The following condition is added:

**Premium or Coverage Changes at Renewal**

- a. If we elect to renew this Policy, we will mail or deliver written notice of any total premium increase greater than ten (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the Policy.
- c. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the Policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
  - (1) 30 days after notice is given; or
  - (2) the effective date of replacement coverage obtained by the first Named Insured.
- d. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
- e. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## Crime Details Page

We require that the insured meet all of the following underwriting criteria to be eligible for the program:

### Item 1: Required Association Characteristics

- The entity is a non-profit community association.
- The association has been Crime claim-free for the last 5 years.
- The association does not have more than 25 employees on payroll.

### Item 2: Procedures

- Dues/Fees/Mortgage payments are always received as checks, not cash.
- Vouchers/supporting records are stamped "PAID" when checks are signed. If records are kept electronically, there is a system in place to indicate that a check has been issued to prevent duplication.
- Anyone authorized to fire or hire association employees is prohibited from distributing payroll. If there is no payroll, this question does not apply.
- Volunteers (other than Directors & Officers) are prohibited from handling bank accounts or fee/mortgage payments. If there are no other volunteers, aside from Directors & Officers, this does not apply.

### Item 3: Oversight/Reconciliation

- Are the associations' bank accounts and credit card statements are reconciled monthly by someone not authorized to deposit, withdraw, initiate electronic funds transfer, or use an association credit card?
- If Association utilizes Traditional Banking, countersignatures are required on all checks over \$500
- If Association utilizes Electronic Banking, they must meet the following:
  - The board approves all checks/expenditures and also verifies the completion/receipt of purchased services or goods.
  - The employee creating the check or payment request does not also sign or approve.
  - The board receives a monthly statement directly from the bank (via mail in a sealed envelope or via e-mail directly from the bank's website) and reviews it on a monthly basis.

**Confirmation acknowledges that the mentioned insured meets all underwriting criteria as outlined above      Yes**

### INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES:

Insuring Agreement	Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Dishonesty	\$100,000	\$1,000
2. Forgery or Alteration	\$100,000	\$1,000
3. Inside the Premises	\$100,000	\$1,000
4. Outside the Premises	\$100,000	\$1,000
5. Computer Fraud	\$100,000	\$1,000
6. Money Orders & Counterfeit Paper Currency	\$100,000	\$1,000
8. Funds Transfer Fraud	\$100,000	\$1,000

**IF ANY OF THE ABOVE INFORMATION IS INCORRECT, THIS POLICY IS NULL & VOID AND MUST BE RETURNED TO OUR OFFICE FOR FURTHER REVIEW AND POSSIBLE RE-ISSUANCE.**

**IF A LOSS IS DISCOVERED AFTER THE RECEIPT OF THIS DOCUMENT AND PRIOR TO THE EFFECTIVE DATE, WE RESERVE THE RIGHT TO ADJUST TERMS OR POSSIBLY NON-RENEW THE POLICY.**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY OR OTHER PERSON FILES THIS QUESTIONNAIRE 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 WHICH MAY RESULT IN CIVIL OR CRIMINAL FINES OR PENALTIES.

If you or your insured do not wish to accept this Renewal Policy, please log into the broker portal or send a formal request for cancellation to your underwriter via e-mail or fax.

**(In order to flat cancel, this request must be received on or before the effective date of this renewal.)**



**CERTIFICATE OF COVERAGE  
UMBRELLA AND EXCESS LIABILITY INSURANCE**

**Certificate Number**  
UM30214694

**Participating Insurance Company(ies)**  
VARIOUS

**Master Policy Number**  
SEE BELOW

**DISTINGUISHED PROPERTIES UMBRELLA MANAGERS, INC. AND ITS MEMBERS  
A Real Estate Purchasing Group**

Distinguished Properties Umbrella Managers Inc. Risk Purchasing Group Member (Certificate Holder) and Mailing Address:

**The Timbers Condominium Association Inc**  
**Po Box 202**  
**Sun Valley , ID 83353**

Designated Location(s) and Named Insured(s): See Schedule of Locations Form # DP001 and Named Insured Schedule Form # DP002 attached to and forming part of this Certificate of Coverage.

Coverage Period: **10-01-2021** to **10-01-2022**

12:01 a.m. Standard Time at the Mailing Address of the Purchasing Group Member as stated herein.

**APPLICABLE LIMITS OF INSURANCE AND PARTICIPATING CARRIERS**

**COMBINED LIMIT OF LIABILITY:** **\$2,000,000** EACH OCCURRENCE AND AGGREGATE AS APPLICABLE  
**\$60,000** CRISIS RESPONSE OCCURRENCE/AGGREGATE LIMIT

**PARTICIPATING INSURANCE COMPANIES AND LIMITS:**

<u>Lead Insurance:</u>	<u>Policy #:</u>	<u>Limits of Insurance:</u>	
Great American Alliance Insurance Company	UM3289353	\$2,000,000	Each Occurrence
301 E 4th Street		\$2,000,000	General Aggregate
Cincinnati OH 45202		\$2,000,000	Products/Completed Operations

**SCHEDULE OF UNDERLYING INSURANCE LIMITS OF LIABILITY:**

See Schedule A - Schedule of Underlying Insurance - Form No. GAI 6008 (Ed. 06 97) attached to Policy # UM3289353

**FORMS AND ENDORSEMENTS:** See Forms and Endorsements Schedule - Form No. GAI 6013 (Ed 06 97) attached to Policy #UM3289353. See the Excess Insurance Policies for additional Forms and Endorsements.

**ADDITIONAL ENDORSEMENTS, EXTENSIONS, EXCLUSIONS, OR EXCEPTIONS attached to Policy #UM3289353:**

THE MASTER INSURANCE POLICY STATED ABOVE IS ISSUED TO DISTINGUISHED PROPERTIES UMBRELLA MANAGERS INC., A RISK PURCHASING GROUP. THE INSURANCE APPLIES TO THE PURCHASING GROUP MEMBER(S) NAMED ABOVE AND IS GOVERNED BY AND SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF THE MASTER POLICY.

**UNDERLYING INSURANCE REQUIREMENTS:**

IT IS WARRANTED BY THE PURCHASING GROUP MEMBER AND/OR THEIR PRODUCER THAT THE UNDERLYING INSURANCE MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS AS SHOWN IN SCHEDULE OF UNDERLYING INSURANCE - FORM # GAI 6008 (Ed. 06 97) ATTACHED TO POLICY #UM3289353.

ISSUE DATE: 09-30-2021

AUTHORIZED SIGNATURE:



## Certificate Holder Notice

### CERTIFICATE HOLDER NOTICE

THIS INSURANCE IS PROVIDED THROUGH THE PURCHASING GROUP:  
**DISTINGUISHED PROPERTIES UMBRELLA MANAGERS INC.**

A "CERTIFICATE OF COVERAGE" IS ISSUED TO EACH MEMBER OF THE PURCHASING GROUP AS EVIDENCE OF INSURANCE. PLEASE REFER TO THE CERTIFICATE OF COVERAGE FOR THE APPLICABLE LIMIT OF LIABILITY, PARTICIPATING INSURERS, COVERAGE PERIOD, AND ADDITIONAL TERMS, CONDITIONS AND EXCLUSIONS THAT MAY APPLY.

### THIS SECTION HIGHLIGHTS THE UNDERLYING INSURANCE REQUIREMENTS

#### PLEASE READ IT CAREFULLY

Payment and acceptance of this insurance confirms the following Underlying Insurance and Risk Eligibility Requirements have been met for this RPG-Member Insured. Non-compliance with any of these requirements will render this insurance null and void. In this case, the Certificate of Coverage must be returned to us in conjunction with an updated application for review and consideration. Please contact your Agent/Broker with any questions or to make any changes.

#### UNDERLYING INSURANCE REQUIREMENTS

- It is warranted by the purchasing group member and/or their Agent/Broker that:
  - (1) All underlying insurers for the renewal or replacement of the underlying insurance will be rated A- VI or better by A.M. Best at the time the underlying coverage became effective and when it is renewed or replaced.. However, we will provide coverage over Employer's Liability placed with **Certified** State Funds, and/or carriers with A.M. Best Rating of B++ VI or better.
  - (2) The underlying insurance meets or exceeds the minimum limit requirements as shown in Schedule of Underlying Insurance Form attached to the lead master policy.
- Coverage for Supplementary Payments (Defense Costs) on ALL underlying policies is **in addition to the limits of liability**.
- For Member Insureds with more than one (1) scheduled location, the underlying Commercial General Liability insurance must have a per location aggregate endorsement or equivalent.

<b>ELIGIBLE UNDERLYING INSURANCE:</b>	<b>MINIMUM LIMITS REQUIRED:</b>	
<b>Commercial General Liability (CGL):</b>	\$1,000,000	Per Occurrence
	\$2,000,000	General Aggregate Per Location
	\$1,000,000	Personal & Advertising Injury
<b>Bronx County risks only:</b>	\$2,000,000	Per Occurrence
<b>Commercial General Liability (CGL):</b>	\$4,000,000	General Aggregate Per Location
	\$2,000,000	Personal & Advertising Injury
<b>Commercial Auto Liability (AL):</b>	\$1,000,000	Combined Single Limit
<b>Employer's Liability (EL):</b>	\$500,000	Each Accident
	\$500,000	Each Policy
	\$500,000	Each Employee
<b>Employee Benefits Liability (EBL):</b>	\$1,000,000	Each Occurrence or Each Claim
	\$1,000,000	Aggregate
<b>Garage Keepers Legal Liability (GKLL):</b>	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate
<b>Directors &amp; Officers Liability (D&amp;O):</b>	\$1,000,000	Each Claim (Indemnity)
<b>(Not For Profit Community Associations Only)</b>	\$1,000,000	Each Claim (Defense)
	\$1,000,000	Aggregate each Association
		OR

\* See Form requirements below.

\* Endorsement form Directors & Officers Liability on the Commercial General Liability policy is eligible only if the D&O coverage has its own

# DISTINGUISHED. PROGRAMS

**Distinguished Programs Insurance Brokerage LLC**  
P.O. Box 21147 New York, NY 10087-1147  
888.355.4626 | service@distinguished.com | www.distinguished.com

separate unimpeded limit. * Underlying Directors and Officers Liability must include Duty to Defend wording. * Granite State Form 101140 (04/09) is acceptable only when written in conjunction with the DPG City Homes Program. * New Hampshire Form NH74321 (9/99) is acceptable only when written in conjunction with the DPG New York Brick & Brownstone Program.	\$2,000,000	Each Claim (Defense inside the limit)
	\$2,000,000	Aggregate each Association
<b>ELIGIBLE UNDERLYING INSURANCE:</b>	<b>MINIMUM LIMITS REQUIRED:</b>	
<b>Commercial General Liability (CGL)</b>	\$1,000,000	Per Occurrence
	\$2,000,000	General Aggregate Per Location
	\$1,000,000	Personal & Advertising Injury
<b>Commercial Auto Liability</b>	\$1,000,000	Combined Single Limit
<b>Employer's Liability:</b>	\$500,000	Each Accident
	\$500,000	Each Policy
	\$500,000	Each Employee
<b>Garage Keepers Legal Liability</b>	\$1,000,000	Each Occurrence/Aggregate
<b>Directors &amp; Offices Liability Not for Profit Community Association*</b> * See Form requirements below. * Endorsement form Directors & Officers Liability on the Commercial General Liability policy is eligible only if the D&O coverage has its own separate unimpeded limit. * Underlying Directors and Officers Liability must include Duty to Defend wording. * Granite State Form 101140 (04/09) is acceptable only when written in conjunction with the DPG City Homes Program. * New Hampshire Form NH74321 (9/99) is acceptable only when written in conjunction with the DPG New York Brick & Brownstone Program.	\$1,000,000	Each Claim (Indemnity)
	\$1,000,000	Each Claim (Defense)
	\$1,000,000	Aggregate each Association
		OR
	\$2,000,000	Each Claim (Defense inside the limit)
	\$2,000,000	Aggregate each Association

## **CERTIFICATES OF INSURANCE AND/OR EVIDENCE OF INSURANCE**

A Certificate and/or Evidence of Insurance issued by your agent does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed hereon. Certificates of Insurance must reflect the current terms and conditions of the actual insurance policies. Changes to the existing policy terms and conditions cannot be effected through the issuance of a Certificate of Insurance. Any desired changes must be submitted to the purchasing group's representative at "Distinguished Programs Insurance Brokerage LLC" for review and approval.

### **RISK ELIGIBILITY REQUIREMENTS**

- Coverage is limited to real estate risks only and covers risk exposures usual and customary to their ownership and/or management. All locations must comply with the following:  
**NO** commercial operations or occupancies operated by a named insured other than a named insured's property management office for a scheduled location.
- **NO** planned or active structural/ground-up **construction** or **real estate development**.
- Buildings must have an **occupancy** of **75%** or greater.
- **NO owned or leased vehicles**, unless completed auto supplement is attached and is approved by an Underwriter.
- **NO armed security** (employed or 3<sup>rd</sup> party contracted).
- **NO** new **daycare** facilities have been opened.
- **NO** drivers under the age of 21 for any auto.
- **Undergraduate students** occupy no more than **50%** of the units at any location.
- No undisclosed claims, whether in the past or newly reported with **losses incurred in excess of \$250,000**
- No undisclosed claims, whether in the past or newly reported, involving: violent acts (such as assault, rape, or shooting) or class action lawsuits or construction defect lawsuits or habitability or tenantability lawsuits.

### **MEMBER NAMED INSURED'S COVERAGE PERIOD**

The policy period in the Master Policies' Declarations page may differ from that of the Certificate of Coverage. Please refer to the Risk Purchasing Group Endorsement attached to the lead master policy which states that the coverage period for each member is based on the actual period stated in the Member's Certificate of Coverage.

### **SPECIFIED NAMED INSURED LIMITATION**

All Named Insureds must be scheduled on the policy. Each scheduled Named Insured must have direct ownership interest in a scheduled location. The Named Insured is limited to the Persons or Organizations stated in the Certificate of Coverage and/or the Schedule of Other Named Insureds attached to and forming part of the Certificate of Coverage.

### **DESIGNATED PREMISES LIMITATION**

Insurance is afforded for designated premises only. Newly acquired locations must meet the aforementioned eligibility requirements and must be reported to our office prior to their desired effective date. Coverage cannot be backdated. Please submit our Application and any required Supplemental Applications. All Applications can be found on our website [www.distinguished.com](http://www.distinguished.com). Any change request submitted is not bound unless written confirmation is received from our office.

### **SCHEDULED LOCATIONS**

Premises listed separately on the "Schedule of Premises" in the policy do not always constitute separate limits. When a building or premises is shown in the "Schedule of Premises" as being "Covered as Part of" another building or premises, both premises are considered one location.

### **RISK TRANSFER REQUIREMENTS FOR COMMERCIAL TENANTS, CONTRACTORS AND SUB-CONTRACTORS**

All of the following risk transfer requirements must be required through a written contract/lease for the following parties: commercial tenants, 3rd party vendors, contractors and/or sub-contractors:

- Insured is provided with Certificates of Insurance as proof of General Liability Insurance
- Minimum underlying limits of \$1,000,000 Occurrence/Personal Injury and Advertising Injury and \$2,000,000 General /Products Aggregate are carried and name the Insured as an Additional Insured
- Contract/Lease must include Hold Harmless wording in favor of our Insured.

### **CLAIMS INFORMATION**

We encourage you to visit our web page at [www.distinguished.com](http://www.distinguished.com) for useful information on a variety of topics including:

- ❖ What To Do When You Have A Claim
- ❖ Incident Reporting
- ❖ Risk Management Tips

The information can be accessed from the Claims Menu on our website (click "Claims" on the home page).

### **CANCELLATIONS**

Flat cancellations of automatic renewals will be accepted within 30 days of the effective date.

THIS PARTICIPATION AGREEMENT AND DISCLOSURE STATEMENT MUST BE PROVIDED BY YOU TO THE INSURED PRIOR TO BINDING ANY COVERAGE.

### **PARTICIPATION AGREEMENT AND DISCLOSURE STATEMENT**

Distinguished Properties Umbrella Managers Inc. ("Purchasing Group") is a purchasing group as defined in the federal Risk Retention Act Amendments of 1986, and is organized under the laws of the state of Delaware. The Purchasing Group, through authorized brokers, is authorized to purchase insurance for its members (real estate property owners, managers and other controlling interests). The broker purchases master policies of insurance on behalf of the Purchasing Group and its members. The cost of obtaining these policies includes premiums, commissions paid to agents or brokers, fees to third-party claims adjusters and claims payment services, and general administration fees and expenses, including fees paid to the Purchasing Group Manager, which performs various services, including clerical, accounting and statistical services. Purchasing Group's officers or designees may at their discretion allocate such costs associated with obtaining and administering these policies among the members of the Purchasing Group. For example, because some insurers charge a "flat premium" per Member for covering all Purchasing Group Members, in years where the Program either attracts more members than originally budgeted, or for other reasons, the Program can receive "excess premium." In other years, the Program may attract fewer members than budgeted, in which case there may be a deficit, that will have to be made up by the Purchasing Group. Accordingly, the Purchasing Group Officers or their designees must be authorized to retain any "excess premium" to be used to pay a shortfall in another Program Year, or to allocate some of the excess premium to reduce the total premium cost for Members in a particular Program Year, all at the discretion of the Purchasing Group's Officers or their designees. At no time will any excess premium be used to personally benefit any Purchasing Group Officer or their family or affiliates. All such premiums, commission, fees and expenses are non-auditable. By accepting the insurance offered in the Proposal or Certificate, incorporated with this document by reference, the individuals and/or entity(s) identified in the "Named Insured" schedule (hereafter, "Member") becomes a Member of Purchasing Group and agrees to participate in the insurance program offered by Purchasing Group through its authorized insurance broker.

Member hereby acknowledges that the cost to Purchasing Group for securing the insurance policies on behalf of its members includes the premiums, commissions, and the administrative and management fees and expenses referred to above ("Program Costs"). Member (i) understands that the quoted amount payable by the Member includes its share of these Program Costs, as allocated by Purchasing Group's officers or designees, and (ii) agrees to pay its share of these Program Costs, stated in the quotation or invoice, as a condition of membership in the Purchasing Group. Member further acknowledges that the Program Costs may also include taxes and fees assessed by applicable states.

As a member of Purchasing Group, Member shall be entitled to participate in the insurance program offered by Purchasing Group, through its authorized broker, and shall have an opportunity with all other members to apply for and purchase insurance coverages offered on behalf of Purchasing Group. Except as otherwise specified in this document, Member shall have no rights regarding the general governance of Purchasing Group and shall not have or succeed to any voting rights with respect to the corporate affairs of Purchasing Group.

# Commercial Umbrella and Excess Liability Insurance

## Schedule of Locations

Issue Date:10-01-2021

Attached to and forming part of Certificate of Coverage Number:

**UM30214694**

For Distinguished Properties Umbrella Managers, Inc. Purchasing Group Member:

**The Timbers Condominium Association Inc**

Coverage Effective Date: 10-01-2021

Coverage Expiration Date: 10-01-2022

Location No.	Bldg No.	Covered As Part of Building Number		Address and Description
1	679278	679278		101 Emerald Street, Ketchum, ID 83340
<b>Construction</b>	<b>Occupancy</b>	<b># Hab Units</b>	<b>Comm Sq Ft</b>	
FRM	Condominium Association	16	0	
<b>No of Floors**</b>	<b>Parking Sq Ft</b>	<b># Pools</b>	<b>Vacant Land Acres</b>	
3	Included	2		

Number of	Private	0	Pick Up/Light	0	Medium	0
Vehicles	Passenger:		Truck:		Truck:	
Scheduled:	Van:	0	Heavy Truck:	0		

\*Separate location records on this schedule may not constitute a separate limit of insurance. All record ID's which are part of the same record are considered to be one location

\*\*Of Tallest Building at Location

## UMBRELLA DIRECT CLAIMS REPORTING INSTRUCTIONS

### DISTINGUISHED PROPERTIES UMBRELLA MANAGERS INC. RISK PURCHASING GROUP

- E-mail all claim documents directly to the applicable umbrella insurers (see the Members' ***Certificate of Coverage*** for a list of participating insurers) at the appropriate email addresses listed below.
- Submit a complete first notice of loss (ACORD Notice of Loss form or equivalent) that includes the following information: Insured Name, Date of Loss, Location address, Claimants name, and description of the loss.
- Please attach a copy of the ***Certificate of Coverage*** to the Notice of Loss which lists the policy numbers in order for the insurer to verify coverage.
- Attach all other pertinent documents including, but not limited to, Summons & Complaint, Incident Reports, and Police Reports.
- Where available, provide the primary insurer's contact information including Insurer Name, Policy #, Claim #, Adjuster's name and phone number.

Insurer	Email	Fax/Phone
Great American Alliance Insurance Company 301 Fourth St. Cincinnati OH 45202-4201	<a href="mailto:dpgclaims@GAIG.com">dpgclaims@GAIG.com</a>	Fax: 513-579-6314

You will receive an acknowledgement from all applicable Insurers within 72 hours of receipt.

**DISTINGUISHED PROPERTIES UMBRELLA MANAGERS INC.  
RISK PURCHASING GROUP**

**COMMERCIAL UMBRELLA  
MASTER INSURANCE POLICY**

**LIMIT OF LIABILITY OPTIONS:**

**(1) \$1,000,000 or**

**(2) \$2,000,000 or**

**(3) \$5,000,000 or**

**(4) \$10,000,000**

**(See Certificate of Coverage for Applicable Limits)**

**ISSUED BY**  
**Great American Alliance Insurance Company**  
**Policy# UM3289353**

**IMPORTANT NOTICE**

**A "CERTIFICATE OF COVERAGE" IS ISSUED TO MEMBERS OF THE  
PURCHASING GROUP AS EVIDENCE OF INSURANCE**

**Refer to the Certificate of Coverage for the applicable Limit of Liability, Coverage  
Period, and any other Terms, Conditions and Exclusions that may apply in  
addition to those stated in the actual policy.**



Policy No. UM 3289353

Effective Date of Change 09/01/2020

**POLICY CHANGES****NAMED INSURED AND ADDRESS:**

Distinguished Properties Umbrella Managers, Inc.  
 c/o 3H Corporate Services LLC  
 1201 N. Orange Street, Suite 710  
 Wilmington, DE 19801-1186

**POLICY PERIOD:**

12:01 A.M. STANDARD TIME AT THE ADDRESS OF  
 THE NAMED INSURED SHOWN AT LEFT.

FROM: 09/01/20 TO: 11/01/22

**THIS ENDORSEMENT CHANGES THE POLICY.****PLEASE READ IT CAREFULLY.****AGENT'S NAME AND ADDRESS:**

Distinguished Programs Insurance Brokerage, LLC  
 1180 Avenue of the Americas, 16<sup>th</sup> Floor  
 New York, NY 10036

INSURANCE IS AFFORDED BY THE COMPANY INDICATED BELOW:  
 (EACH A CAPITAL STOCK CORPORATION)

( ) GREAT AMERICAN INSURANCE COMPANY      ( ) GREAT AMERICAN ASSURANCE CO.  
 ( X ) GREAT AMERICAN ALLIANCE INS. CO.      ( ) GREAT AMERICAN INSURANCE CO. OF NY  
 ( ) GREAT AMERICAN E & S INSURANCE COMPANY

It is hereby agreed that the policy is amended per the below:

**The Policy Period listed on The Protector Commercial Umbrella Declarations Page GAI 6001 (06/97) is amended to read:**

From 09/01/2020 To 11/01/2022

Countersigned \_\_\_\_\_  
 Date

By \_\_\_\_\_  
 Authorized Representative





## FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

<u>Form Number</u>	<u>Edition Date</u>	<u>Form Description</u>
GAI 6001	06/97	The Protector Commercial Umbrella Declarations Page
GAI 6013	06/97	Forms & Endorsements Schedule
GAI 6008	06/97	Schedule A - Schedule of Underlying Insurance (Supplemental)
GAI 7278	04/20	Broad Named Insured
GAI 6341	06/97	Limitation of Coverage to Specified Locations Endorsement
GAI 6002	04/10	The Protector Commercial Umbrella Coverage Form
GAI 7409	07/19	Risk Purchasing Group Endorsement
GAI 7451	04/20	Special Exclusions Endorsement
GAI 7235	06/13	Crisis Response Coverage Endorsement
GAI 7282	03/15	Underlying Claims-Made Coverage Form
GAI 7305	03/15	Limitation of Coverage for Underlying Sublimits
GAI 6129	04/10	Personal Injury - Following Form
GAI 6047	04/10	Advertising Injury - Following Form
GAI 7164	03/15	Directors and Officers Liability Following Form
GAI 6136	04/10	Punitive or Exemplary Damages - Following Form
GAI 6153	04/10	Employee Benefit Liability – Following Form
GAI 6135	06/97	Professional Liability Exclusion
GAI 6807	08/14	Exclusion - Organic Pathogens (Except NY)
GAI 6127	06/97	Non-Business Activities Exclusion
GAI 6333	06/97	Exclusion – Liability Arising out of Lead
GAI 7326	08/16	Exclusion of Claims and Suits Alleging Infringement of Intellectual Property or Unfair Competition
GAI 7442	04/20	Amendment of Pollution Exclusion – Exception for Named Peril of Hostile Fire; Building Heating, Cooling and Dehumidifying Equipment and Water Heating Equipment
GAI 6819	10/04	Silica or Related Dust Exclusion
GAI 7314	03/15	Supplementary Payments - Interest
GAI 7268	05/14	Exclusion-Access or Disclosure of Confidential or Personal information and Data-Related Liability-Limited Bodily Injury Exception Not Included
GAI 6869	08/05	Exclusion – Nuclear, Biological, or Chemical
GAI 6452	04/15	Cap on Losses from Certified Acts of Terrorism
GAI 6475	04/10	Act of Terrorism Retained Limit
GAI 6458	04/15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
GAI 6472	04/15	Disclosure Pursuant to Terrorism Risk Insurance Act
IL 7268	09/09	In Witness Clause



Administrative Offices  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
513 369 5000 ph

**GAI 6008**  
**(Ed. 06 97)**

**SCHEDULE A—SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)**

<b>Carrier, Policy Number and Period</b>	<b>Type of Coverage</b>	<b>Limits of Insurance (THE LIMITS LISTED BELOW ARE THE MINIMUM LIMITS REQUIRED AND MAY BE HIGHER)</b>
It is warranted by the Purchasing Group Member that any carrier for underlying insurance in force, or at renewal or replacement thereof, will be rated A –VI or better by A.M. Best and that the underlying insurance provides supplementary payments that do not reduce the limits of insurance	Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury INCLUDED Products/Completed Operations Aggregate \$2,000,000 General Aggregate
IF ANY - It is warranted by the Purchasing Group Member that any carrier for underlying insurance in force, or at renewal or replacement thereof, will be rated A –VI or better by A.M. Best and that the underlying insurance provides supplementary payments that do not reduce the limits of insurance	Auto Liability	\$1,000,000 Combined Single Limit Per Individual Schedule Automobile Symbols
IF ANY - It is warranted by the Purchasing Group Member that any carrier for underlying insurance in force, or at renewal or replacement thereof, will be rated A –VI or better by A.M. Best	Employee Benefits Liability	\$1,000,000 Each Claim/Occurrence \$1,000,000 Aggregate
IF ANY - It is warranted by the Purchasing Group Member that any carrier for underlying insurance in force, or at renewal or replacement thereof, will be rated B++ VI or better by A.M. Best and that the underlying insurance provides supplementary payments that do not reduce the limits of insurance	Employers Liability*	\$500,000 Each Accident \$500,000 Each Employee – Disease \$500,000 Policy Limit – Disease
IF ANY - It is warranted by the Purchasing Group Member that any carrier for underlying insurance in force, or at renewal or replacement thereof, will be rated A –VI or better by A.M. Best and that the underlying insurance provides supplementary payments that do not reduce the limits of insurance	Garagekeepers Legal Liability	\$1,000,000 Each Loss
IF ANY - It is warranted by the Purchasing Group Member that any carrier for underlying insurance in force, or at renewal or replacement thereof, will be rated A –VI or better by A.M. Best	Directors & Officers Liability** (see below)	\$1,000,000 Aggregate

\*Exceptions include coverage written with a certified state fund or any underlying carrier expressly approved by The Distinguished Programs Group

\*\* Directors & Officers Liability for Not for Profit Condominium, Cooperative and Homeowners Associations only

Policy No. UM 3289353

Effective Date of Change 01/01/21

**POLICY CHANGES****NAMED INSURED AND ADDRESS:**

Distinguished Properties Umbrella Managers, Inc.  
 c/o 3H Corporate Services LLC  
 1201 N. Orange Street, Suite 710  
 Wilmington, DE 19801-1186

**POLICY PERIOD:**

12:01 A.M. STANDARD TIME AT THE ADDRESS OF  
 THE NAMED INSURED SHOWN AT LEFT.

FROM: 09/01/20 TO: 09/01/22

**THIS ENDORSEMENT CHANGES THE POLICY.****PLEASE READ IT CAREFULLY.****AGENT'S NAME AND ADDRESS:**

Distinguished Programs Insurance Brokerage, LLC  
 1180 Avenue of the Americas, 16<sup>th</sup> Floor  
 New York, NY 10036

INSURANCE IS AFFORDED BY THE COMPANY INDICATED BELOW:  
 (EACH A CAPITAL STOCK CORPORATION)

( ) GREAT AMERICAN INSURANCE COMPANY      ( ) GREAT AMERICAN ASSURANCE CO.  
 ( X ) GREAT AMERICAN ALLIANCE INS. CO.      ( ) GREAT AMERICAN INSURANCE CO. OF NY  
 ( ) GREAT AMERICAN E & S INSURANCE COMPANY

It is hereby agreed that the policy is amended per the below:

**Forms and Endorsements Schedule GAI6013 (06/97) is amended as follows:**

**FORMS AND ENDORSEMENTS** hereby added: **GAI 6472 (12/20)**

**FORMS AND ENDORSEMENTS** hereby deleted: **GAI 6472 (04/15)**

Countersigned \_\_\_\_\_  
 Date

By \_\_\_\_\_  
 Authorized Representative

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA  
EXCESS LIABILITY

**Schedule\***

**Terrorism Premium (Certified Acts) \$** Included

\* Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals eighty percent (80%) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**This endorsement does not change any other provision of the policy.**

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

## **BROAD NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Under **Section V - DEFINITIONS**, **J.** is deleted in its entirety and replaced with the following:

**J.** "Insured" means each of the following, to the extent set forth:

**1.** The Named Insured, meaning:

**a.** The Named Insured listed in Item 1. of the Declarations is changed to the following:

All members of the Distinguished Properties Umbrella Managers, Inc. purchasing group, as scheduled on the individual certificate of coverage and the Schedule of Additional Interests attached thereto.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations).

**b.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, will qualify to be a Named Insured.

**2.** Any company, parent, subsidiary entity, trust, partnership, limited liability company or joint venture for which the Named Insured has the responsibility for placing insurance. This includes any company or corporation not defined as a Named Insured as stated in 1.b. above.

However, the following items (1) and (2) apply to Provision 1. and 2. above:

**(1)** coverage does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and

**(2)** coverage applies only if the organization is included under the coverage provided by the policies listed in the Schedule of Underlying Insurance and then for no broader coverage than is provided under such "underlying insurance".

**3.** If you are an individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the effective date of this policy.

**4.** If you are a partnership or joint venture, the partners or members and their spouses but only as respects the conduct of your business.

**5.** If you are a limited liability company, the members or managers but only as respects the conduct of your business.

**6.** Any person or organization, other than the Named Insured, included as an additional "Insured" solely by virtue of an "insured contract", or a contract that includes an "insured contract", and to which coverage is provided by the "underlying insurance", and for no broader coverage than is provided by the "underlying insurance" to such additional "Insured", this includes mortgagees, assignees and receivers. The Limits of Insurance applicable to the additional "Insured" are the lesser of those specified in the Declarations of this policy or those specified in the "insured contract" or a contract that includes an "insured contract" less the applicable "underlying insurance". The

Limits of Insurance applicable to the additional "Insured" are included within, and no in addition to, the Limits of Insurance shown in the Declarations.

7. Any of your partners, executive officers, directors, or employees, but only while acting within the scope of their duties. However, the coverage granted by this subparagraph 7. does not apply to the ownership, maintenance, use, "loading" or "unloading" of any "autos", aircraft or watercraft unless such coverage is included under the policies listed in the Schedule of Underlying Insurance and for no broader coverage than is provided under such "underlying insurance". Employees include "leased workers" but no "temporary workers". "Leased workers" are leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties to the conduct of your business. "Leased workers" are not "temporary workers". "Temporary workers" are persons furnished to you to substitute for permanent employees on leave or to meet seasonal or short-term workload conditions.
8. Any person, other than one of your employees, or organization while acting as your real estate manager.
9. Any person (other than your partners, executive officers, directors, stockholders or employees) or organizations with respect to any "auto" owned by you, loaned to you or hired by you or on your behalf and used with your permission. However, the coverage granted by this subparagraph 9. does not apply to any person using an "auto" while working in a business that sells, services, repairs or parks "autos" unless you are in that business.

**All other policy terms and conditions remain unchanged.**





Administrative Offices  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
513 369 5000 ph

GAI 6341 (Ed. 06 97)

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

**LIMITATION OF COVERAGE TO SPECIFIED LOCATIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

The policy applies only to liability arising out of:

- A.** An "insured's" operation at the premise(s) listed below
  - 1. Specified Locations Covered by underlying insurance and which are listed on the Schedule of Locations Form #DP 001, issued with the Distinguished Properties Umbrella Managers, Inc. Purchasing Group member's individual certificate of coverage, attached to and form part of this policy.
- or
- B.** any premise(s) newly acquired by the insured, if such acquisition is reported to us within 90 days of the acquisition of such ownership or control by any "insured" from a prior owner that is not an "insured"

**This endorsement does not change any other provision of the policy.**

## T H E P R O T E C T O R

### COMMERCIAL UMBRELLA COVERAGE FORM

There are provisions in this Policy that restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured as defined in Insuring Agreement, **V. DEFINITIONS**. The words "we," "us," and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such in Insuring Agreement, **V. DEFINITIONS**. Words and phrases that appear in quotation marks have special meanings that can be found in **V. DEFINITIONS** or in the specific Policy provision where those words appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

#### INSURING AGREEMENTS

##### I. COVERAGE

- A.** We will pay on behalf of the "Insured" those sums in excess of the "retained limit" that the "Insured" becomes legally obligated to pay as damages, by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of:

1. "bodily injury" or "property damage" that takes place; or
2. "personal injury" or "advertising injury" arising from an offense committed;

during the Policy Period and caused by an "occurrence" happening anywhere. If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in **Section II. LIMITS OF INSURANCE**.

- B.** This insurance applies to "bodily injury," "property damage," "personal injury," or "advertising injury" only if, prior to the Policy Period, no "Insured" knew that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred, in whole or in part. If any "Insured" knew, prior to the Policy Period, that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred in whole or in part, then any continuation, change, or resumption of such "bodily injury," "property damage," "personal injury," or "advertising injury," during or after the Policy Period, will be deemed to have been known prior to the Policy Period.
- C.** "Bodily injury," "property damage," "personal injury," or "advertising injury" which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any "Insured," includes any continuation, change, or resumption of that "bodily injury," "property damage," "personal injury," or "advertising injury" after the end of the Policy Period.

- D. "Bodily injury," "property damage," "personal injury," or "advertising injury" will be deemed to have been known by all "Insureds" to have occurred at the earliest time when any "Insured":
1. reports all, or any part, of the "bodily injury," "property damage," "personal injury," or "advertising injury" to us or any other insurer;
  2. receives a written or verbal demand or "claim" for damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury"; or
  3. becomes aware by any other means that "bodily injury," "property damage," "personal injury," or "advertising injury" has occurred or has begun to occur.

## II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 4. of the Declarations and the rules below state the most we will pay regardless of the number of:
1. "Insureds";
  2. "claims" made or "suits" brought; or
  3. persons or organizations making "claims" or bringing "suits."
- B. The General Aggregate Limit is the most we will pay for all damages covered under the Insuring Agreement in **Section I.**, except:
1. damages included in the "products-completed operations hazard"; and
  2. coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated in the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury," "property damage," "personal injury," or "advertising injury" subject to an aggregate limit in the "underlying insurance." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

- C. The Products-Completed Operations Aggregate Limit stated in the Declarations is the most we will pay for all damages included in the "products-completed operations hazard."
- D. Subject to **B.** or **C.** in **Section II. LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit stated in the Declarations is the most we will pay for damages covered under the Insuring Agreement in **Section I.** because of all "bodily injury," "property damage," "personal injury," and "advertising injury" arising out of any one "occurrence."
- E. If the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" are reduced or exhausted by actual payment for one or more "claims" or "suits," then, subject to all applicable terms and conditions of this Policy, we will:
1. in the event of reduction, pay in excess of the reduced underlying Limits of Insurance, or;

2. in the event of exhaustion, continue in force as "underlying insurance";

Coverage provided pursuant to **E.1.** or **E.2.** above will be subject to the exclusions, terms, and conditions of this Policy.

- F.** The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**G. Retained Limit**

Subject to the applicable Limits of Insurance stated in the Declarations and described in **A.** through **F.**, above, we will be liable only for that portion of damages that is in excess of the "retained limit." The "retained limit" is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of all other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as "Self-Insured Retention," as respects any "occurrence" covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured" during the Policy Period.

Once the "Self-Insured Retention" has been fully exhausted by the Insured's actual payment of damages because of "claims" and "suits," the "Self-Insured Retention" will not be reapplied or again payable by the "Insured" because of any "bodily injury," "property damage," or offense that takes place or is committed during the Policy Period.

**III. DEFENSE**

- A.** We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of this Policy when:
  1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limit of Insurance of all other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" to which this Policy applies; or
  2. damages are sought for any "occurrence" which is covered by this Policy but covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured."
- B.** When we assume the defense of any "claim" or "suit":
  1. we will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" covered by this Policy. We have the right to investigate, defend, and settle the "claim" or "suit" as we deem expedient.
  2. all expenses we incur in the investigation of any "claim" or defense of any "suit" are in addition to our Limits of Insurance.

3. we will pay the following as expenses, but only to the extent they are neither paid nor required to be paid by one or more of the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured":
  - a. premiums on bonds to release attachments, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
  - b. premiums on appeal bonds required by law to appeal any "claim" or "suit" we defend, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
  - c. all court costs taxed against the "Insured" in any "claim" or "suit" we defend. However, we will not pay for attorneys' fees or attorneys' expenses taxed against the "Insured."
  - d. pre-judgment interest awarded against the "Insured" on that part of the judgment we pay that is within our applicable Limit of Insurance. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer;
  - e. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance;
  - f. the "Insured's" actual and reasonable expenses incurred at our request.
- C. We will not investigate any "claim" or defend any "suit" after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.
- D. Except for those instances described in Subsection A. in **Section III. DEFENSE**, we will not be obligated to assume charge of the investigation, settlement, or defense of any "claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense, and trial of any "claim" or "suit" relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this Policy. If we exercise such right, we will do so at our own expense.

#### IV. EXCLUSIONS

This insurance does not apply to:

##### A. Asbestos

"Bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, any manufacture, mining, use, sale, installation, removal, or distribution activities related to any form of asbestos;
2. exposure to, testing for, monitoring of, cleaning up, removing, containing, or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. any obligation to investigate, settle, or defend, or indemnify any person against, any "claim" or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

#### **B. Breach of Contract**

"Personal injury" or "advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

#### **C. Criminal Acts**

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the "Insured."

#### **D. Damage to Impaired Property Or Property Not Physically Injured**

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

1. a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **E. Damage to Property**

"Property damage" to:

1. property you own, rent, or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. property loaned to you;
4. personal property in the care, custody or control of the "Insured";
5. that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are "your work" and were never occupied, rented, or held for rental by you.

Paragraphs 3., 4., 5., and 6. of this exclusion do not apply to liability assumed under a railroad sidetrack agreement.

Paragraph 6. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

#### **F. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **G. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

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.

#### **H. Distribution Of Material In Violation Of Statutes**

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising, directly or indirectly, out of any act or omission that violates or is alleged to violate:

1. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to that law, by the sending or transmitting of a fax or the placing of a phone call;
2. the CAN-SPAM Act of 2003, including any amendment of or addition to that law, by the sending or transmittal of an email; or
3. the Fair Credit Reporting Act (FCRA), and any such amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
4. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

#### **I. Electronic Chat Rooms or Bulletin Boards**

"Personal injury" or "advertising injury" arising out of an electronic chat room, bulletin board, website, social networking site or service, or blog the "Insured" hosts or owns, or over which the "Insured" exercises control.

#### **J. Electronic Data**

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

#### **K. Employment-Related Practices**

"Bodily injury", "personal injury," or "advertising injury," however caused, arising directly or indirectly out of any:

1. refusal to employ or promote;

2. termination of employment;
3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination, or malicious prosecution, directed at a person, or other employment-related practice, policy, act, or omission; or
4. consequential "bodily injury," "property damage," "personal injury," or "advertising injury," as a result of paragraphs 1. through 3. of this exclusion.

This exclusion applies whether the injury-causing event described in paragraphs 1. through 4. occurs before employment, during employment, or after employment of that person, and whether the "Insured" may be held liable as an employer or in any other capacity, and to any obligation to share damages with or to repay someone else who must pay damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury."

**L. ERISA**

Any obligation of the "Insured" under the Employee Retirement Income Security Act of 1974 (ERISA) or, any amendment to this act, or under any similar law, regulation, or ordinance.

**M. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured." This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**N. Infringement of Copyright, Patent, Trademark or Trade Secret**

"Personal injury" or "advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

**O. Knowing Violation of Rights of Another**

"Personal injury" or "advertising injury" caused by or at the direction of the "Insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury."

**P. Material Published Prior to Policy Period**

"Personal injury" or "advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period.

**Q. Material Published with Knowledge of Falsity**

"Personal injury" or "advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity.

**R. Nuclear Energy Liability**

1. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused:



- a. with respect to which an "Insured" under this Policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
  - b. resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** any "Insured" is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused, arising or resulting from, directly or indirectly, the "hazardous properties" of "nuclear material," if:
- a. the "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, any "Insured" or **(b)** has been discharged or dispersed therefrom;
  - b. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of any "Insured"; or
  - c. the "bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage" arises out of the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **2.c.** applies only to "property damage" to such "nuclear facility" and any property in or at that "nuclear facility."
3. As used in this Nuclear Energy Liability exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

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

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

"Nuclear waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- a. any "nuclear reactor";

- b. any equipment or device designed or used for **(a)** separating the isotopes of uranium or plutonium, **(b)** processing or utilizing "spent fuel," or **(c)** handling, processing or packaging "nuclear waste";
- c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of any "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Nuclear property damage" includes all forms of radioactive contamination of tangible property.

## **S. Pollution**

1. Any "bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, in whole or in part, to the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, presence of, or exposure to, any "pollutant," from any source, at any location, at any time.
2. Any loss, cost, or expense which would not have occurred in whole or in part but for any:
  - a. Request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or
  - b. "Claim" or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

This exclusion does not apply to "bodily injury" or "property damage" caused by smoke, fumes, vapor, or soot from a "hostile fire," or sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.

"Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

## **T. Quality or Performance of Goods - Failure to Conform to Statements**

"Personal injury" or "advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."

#### **U. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "your product";
2. "your work"; or
3. "impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **V. Unauthorized Use of Another's Name or Product**

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactic to mislead another's potential customers.

#### **W. Un-Insured/Under-Insured Motorists and Similar Laws**

Any obligation of the "Insured" under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.

#### **X. War**

"Bodily injury," "property damage," "personal injury," or "advertising injury," however caused, arising directly or indirectly out of:

1. war, including undeclared or civil war;
2. warlike action by military force, including action in 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.

#### **Y. Workers' Compensation And Similar Laws**

Any obligation of the "Insured" under a Workers Compensation, Unemployment Compensation or, Disability Benefits Law, or under any similar law, regulation, or ordinance.

#### **Z. Wrong Description of Prices**

"Advertising injury" arising out of the wrong description of the pricing of goods, products or services stated in your "advertisement."

#### **AA. Following Form**

The following exclusions 1. through 6. do not apply to the extent that such coverage is provided by "underlying insurance" or would have been provided by "underlying insurance" but for the exhaustion of the applicable limits of the "underlying insurance" by the payment of damages for "bodily injury," "property damage," "personal injury," or "advertising injury" covered

by our Policy. However, under no circumstances will the coverage provided by our Policy for the risks described in the following exclusions 1. through 6. be any broader than the coverage provided for those risks by the "underlying insurance."

Subject to the preceding paragraph, this insurance does not apply to:

**1. Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of any "Insured."

**2. Auto**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any "auto."

**3. Contractual Liability**

"Bodily injury," "property damage," "personal injury" or "advertising injury" for which any "Insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- a. that the "Insured" would have in the absence of the contract or agreement; or
- b. assumed in a written contract or written agreement that is an "Insured contract," but only if the "bodily injury," "property damage," "personal injury" or "advertising injury" occurs after the "Insured" signs or otherwise formally executes that contract or agreement.

**4. Employee Liability**

Liability of any "employee" with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" to you or to another "employee" of the same employer injured in the course of such employment.

**5. Employer's Liability**

- a. "Bodily injury" to:
  - (1) an "employee" of any "Insured," arising out of and in the course of:
    - (a) employment by any "Insured"; or
    - (b) performing duties related to the conduct of any "Insured's" business; or
  - (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. (1) of this exclusion.
- b. This exclusion applies:
  - (1) whether any "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 the injury.

## **6. Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any watercraft, if such watercraft is owned, or chartered without crew, by or on behalf of any "Insured."

This exclusion does not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.

## **V. DEFINITIONS**

**A.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. notices that are published include material placed on the Internet or on similar electronic means of communication;
2. regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**B.** "Advertising injury" means injury, including consequential "bodily injury," arising out of advertising activities of any "Insured" as a result of one or more of the following offenses committed during the Policy Period in the course of advertising your goods, products, or services:

1. oral or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. oral or written publication, in any manner, of material that violates a person's right of privacy;
3. misappropriating another's advertising ideas in your "advertisement"; or
4. infringing upon another's copyright, trade dress, or slogan in your "advertisement."

"Advertising injury" does not include "personal injury."

**C.** "Auto" means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment."

**D.** "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of those at any time. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from a physical injury, sickness, or disease of that person.

**E.** "Claim" means a demand, made under an assertion of legal right, for money as compensation for "bodily injury," "property damage," "advertising injury," or "personal injury." "Claim" includes "suit."

- F.** "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hardware, or media, 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.
- G.** "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- H.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- I.** "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

"Impaired property" does not include "electronic data."

- J.** "Insured" means each of the following, to the extent set forth:

1. The Named Insured meaning:

- a. any person or organization listed in Item 1. of the Declarations, and any Company of which you own more than 50% as of the beginning of the Policy Period.
- b. any organization you newly acquire or form during the Policy Period, other than a partnership, joint venture or limited liability company, and of which you maintain ownership of more than 50%, will qualify to be a Named Insured. However:
  - (1) coverage for such an organization under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
  - (2) coverage under this provision does not apply to any "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and
  - (3) coverage under this provision applies only if the organization is insured under one or more of the policies listed in the Schedule of Underlying Insurance, and then for no broader coverage than is provided for that organization under such underlying policies.

2. If you are an individual:

- a. you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the beginning of the Policy Period.
- b. any person or organization having proper temporary custody of your property if you die, but only:
  - (1) with respect to liability arising out of the maintenance or use of that property; and

- (2) until your legal representative has been appointed; and
- c. your legal representative if you die, but only with respect to duties as such. That representative will have all of your rights and duties under this insurance.
3. If you are a partnership or joint venture, your partners or members and their spouses, but only as respects the conduct of your business.
  4. If you are a limited liability company, your members and your managers, but only as respects the conduct of your business.
  5. If you are a trust, you are an "Insured." Your trustees are also "Insureds," but only with respect to their duties as your trustees.
  6. Any person or organization, other than a Named Insured, included as an additional "Insured" by virtue of an "insured contract" or a contract that includes an "insured contract," and to which coverage is provided by the "underlying insurance," but for no broader coverage under this Policy than the coverage the "underlying insurance" provides for such additional "Insured."
  7. Subject to 12., below, any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company) and any of your "employees," but only while acting within the scope of their duties as such. Your stockholders (if you are an organization other than a partnership, joint venture, or limited liability company) are also "Insureds," but only with respect to their liability as your stockholders. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects any:
    - a. "bodily injury" or "property damage" arising out of the ownership, maintenance, use, or "loading or unloading" of any "auto," aircraft or watercraft.

However, if valid "underlying insurance" affords such coverage for that person or organization, or would have afforded such coverage but for the exhaustion of underlying limits for "bodily injury" or "property damage," then, subject to all the other terms and conditions of our Policy, that person or organization is also an "Insured" under our Policy as respects a. In that case, the coverage our Policy provides that person or organization for a. will follow the provisions, exclusions, and limitations of, and be no broader than, the coverage that "underlying insurance" provides that person or organization for a.

8. Subject to 12., below your "volunteer workers," but only while performing duties related to the conduct of your business.
9. Any person or organization, other than one of your "employees," while acting as your real estate manager.
10. Any person or organization (other than your partners, "executive officers," directors, stockholders or "employees") with respect to any "auto" owned by you, loaned to you, or hired by you or on your behalf, and used by that person or organization with your permission. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects using an "auto" while working in a business that sells, services, repairs, or parks "autos" unless you are in that business.
11. No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations or unless added via endorsement to this Policy.

12. None of your "employees" or "volunteer workers" is an "Insured" as respects any:

a. "Bodily injury," "personal injury" or "advertising injury":

- (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (2) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph a. (1) above;
- (3) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a.(1) or a.(2) above; or

b. "Property damage" to property:

- (1) owned, occupied, or used by,
- (2) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
  
you, any of your "employees" or "volunteer workers," any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

K. "Insured contract" means:

1. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or while temporarily occupied by you with permission of the owner, is not an "insured contract";
2. a sidetrack agreement;
3. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement;
6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage," "personal injury" or "advertising injury" 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.

Paragraph 6. does not include that part of any contract or agreement:



- a. that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (1) preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - c. under which the "Insured," if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "Insured's" rendering or failure to render professional services, including those listed in **b.** above and supervisory, inspection, architectural or engineering activities.
- L.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
- M.** "Loading or unloading" means the handling of property:
- 1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";
  - 2. while it is in or on an aircraft, watercraft, or "auto";
  - 3. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.
- However, "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or "auto."
- N.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. vehicles maintained for use solely on or next to premises you own or rent;
  - 3. vehicles that travel on crawler treads;
  - 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. power cranes, shovels, loaders, diggers or drills; or
    - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. equipment designed primarily for:
  - (1) snow removal;
  - (2) road maintenance, but not construction or resurfacing; or
  - (3) street cleaning;
- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is 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 are considered "autos."

**O. "Occurrence" means:**

- 1. as respects "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "Occurrence";
- 2. as respects "personal injury," an offense, arising out of your business, that results in "personal injury," but only if that offense is committed during the Policy Period. All "personal injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media, or the number of people or organizations making "claims" or bringing "suits";
- 3. as respects "advertising injury," an offense, committed in the course of advertising your goods, products and services, that results in "advertising injury," but only if that offense is committed during the Policy Period. All "advertising injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media used, or the number of people or organizations making "claims" or bringing "suits."

**P. "Personal injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses committed during the Policy Period:**

- 1. false arrest, detention or imprisonment;

2. malicious prosecution;
3. 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;
4. oral, or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. oral or written publication, in any manner, that violates a person's right of privacy.

"Personal injury" does not include "advertising injury."

**Q.** "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**R.** "Pollution cost or expense" means any loss, cost or expense arising out of any:

1. request, demand, order or statutory or regulatory requirement that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, abate, or in any way respond to or assess the effects of, any "pollutant"; or
2. "claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, abating, or in any way responding to or assessing the effects of, any "pollutant."

**S.** "Products-completed operations hazard":

1. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - a. products that are still in your physical possession; or
  - b. work that has not yet been completed or abandoned.

"Your work" will be deemed completed at the earliest of the following times:

- (1) when all of the work called for in your contract has been completed.
- (2) when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (3) when that part of the work done 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 project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. Does not include "bodily injury" or "property damage" arising out of:

- a. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any "Insured";

b. the existence of tools, uninstalled equipment or abandoned or unused materials.

T. "Property damage" means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

U. "Self-Insured Retention" means the dollar amount listed in Item 5. of the Declarations that will be paid by the "Insured" before this insurance becomes applicable, with respect to "occurrences" or offenses not covered by "underlying insurance." The "Self-Insured Retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits of the "underlying insurance."

V. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," "personal injury," or "advertising injury" to which this insurance applies. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

W. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

X. "Underlying insurance" means the insurance coverage provided under policies shown in the Schedule of Underlying Insurance, or any additional policies agreed to by us in writing. It includes any policy issued to replace one of those policies during the term of this insurance that provides:

1. at least the same policy limits; and
2. insurance for the same hazards, except as to any modifications which are agreed to by us in writing.

"Underlying insurance" does not include any insurance policy specifically purchased to apply only in excess of this Policy.

Y. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

Z. "Your product" means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - a. you;

- b. others trading under your name; or
      - c. a person or organization whose business or assets you have acquired; and
  - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- 1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- 2. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

**AA.** "Your work" means:

- 1. work or operations performed by you or on your behalf; and
- 2. materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- 1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- 2. the providing of or failure to provide warnings or instructions.

## **VI. CONDITIONS**

### **A. Appeals**

If the "Insured" or an "Insured's" underlying insurers do not appeal an award or judgment in excess of the "retained limit," we have the right to make such an appeal. Whether or not we elect to appeal, and regardless of the result of any appeal we elect to make, the amount we pay in connection with such an award or judgment will not exceed our applicable Limit of Insurance, as stated in Item 4. of the Declarations plus expenses we incur in the defense of the "suit."

### **B. Audit**

We may audit and examine your books and records as they relate to this Policy or the premium to be charged, at any time during the Policy Period of this Policy and for up to three years after the end of that Policy Period.

### **C. Bankruptcy or Insolvency**

The bankruptcy, insolvency or inability to pay of any "Insured," or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers, will not relieve us from the payment of any "claim" or "suit" covered by this Policy. Under no circumstances will any such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or to bear or assume any obligation within the "retained limit."

#### **D. Cancellation**

1. You may cancel this Policy before the end of the Policy Period. To do so, you must mail or deliver advance written notice to us stating the day and hour the cancellation takes effect.
2. We may cancel this Policy before the end of the Policy Period. If we cancel because of nonpayment of premium, we must mail or deliver advance written notice to you stating when, not less than ten (10) days thereafter, the cancellation takes effect. If we cancel for any other reason, we must mail or deliver advance written notice to you stating when, not less than thirty (30) days thereafter, the cancellation takes effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.
3. If you or we cancel, the Policy Period ends when the cancellation takes effect.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
5. If you cancel, final premium may be more than pro rata; it will be based on the time this Policy was in force and may be increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflicts with an applicable law that controls the cancellation of this Policy is changed by this statement to comply with the minimum mandatory requirements of that law.

#### **E. Changes**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in Item 1. of the Declarations is authorized to act on behalf of all Insureds in making or agreeing to changes in the terms of this Policy, but only with our consent. Notice to our agent, or knowledge possessed by our agent or any other person, will not effect a waiver or a change in any part of this Policy. This Policy can be changed only by a written endorsement we issue that becomes a part of this Policy and that is signed by one of our authorized representatives.

#### **F. Duties in The Event of An "Occurrence," "Claim" Or "Suit"**

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" involving this Policy. To the extent possible, such notice should include:
  - a. how, when and where the "occurrence" took place;

- b. the names and addresses of any injured person and witnesses;
  - c. the nature and location of any injury or damage arising out of the "occurrence."
- 2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this Policy you must notify us in writing as soon as practicable.
- 3. You and any other involved "Insured" must:
  - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - b. authorize us to obtain records and other information;
  - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
  - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.
- 4. No "Insured" will voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent, except at their own cost.

#### **G. Inspection**

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of the "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While such inspections may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

#### **H. Legal Actions Against Us**

There will be no right of action against us under this Policy unless:

- 1. you and any other involved "Insured" have complied with all the terms of this Policy; and
- 2. the amount you owe has been determined, either by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

#### **I. Knowledge of "Occurrence"**

Knowledge of any "occurrence," "claim," or "suit" by any agent, servant, or employee of the "Insured" does not in and of itself constitute knowledge by the "Insured" unless notice of such "occurrence," "claim," or "suit" has been received by an officer, manager, risk manager, authorized employee, or partner of a Named Insured.

## **J. Maintenance of "Underlying Insurance"**

During the period of this Policy, you agree:

1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. that no renewal or replacement of any policy listed in the Schedule of Underlying Insurance will be more restrictive in coverage than the policy it renews or replaces;
3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by actual payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the Policy Period of this Policy in any way that:
  - a. increases the coverage afforded under this Policy; or
  - b. causes the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" to be reduced or exhausted at an earlier time than they would have been reduced or exhausted in the absence of such change.

If you fail to comply with any one or more of these requirements, we will be liable only to the same extent we would have been had you fully complied with all of these requirements.

## **K. Nonrenewal**

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the end of the Policy Period. If notice is mailed, proof of mailing will be sufficient proof of notice.

## **L. Other Insurance**

If other insurance applies to a liability that is also covered by this Policy, this Policy will apply only in excess of the applicable limits of that other insurance. Nothing in this provision will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to apply only in excess of the applicable Limits of Liability of this Policy.

## **M. Policy Period**

Subject to Condition **D. Cancellation**, the Policy Period of this Policy:

1. begins at the date and time shown as From; and
2. ends at the date and time shown as To;

in Item **2.** of the Declarations.

## **N. Premium**

The first Named Insured designated in Item **1.** of the **Declarations** will be responsible for payment of all premiums when due.

The premium for this Policy will be computed on the basis set forth in Item **3.** of the



Declarations. At the beginning of the Policy Period, you must pay us the Advance Premium shown in Item 3. of the Declarations.

When this Policy expires or if it is canceled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in Item 3. of the Declarations for each twelve months of our Policy Period.

#### **O. Separation of Insureds**

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first Named Insured designated in Item 1. of the Declarations, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each "Insured" against whom "claim" is made or "suit" brought.

#### **P. Trade Sanctions**

This Policy is void from its inception as respects any Policy term or condition that violates any law or regulation of the United States of America (U.S.) concerning economic and trade embargoes including, but not limited to, such laws or regulations respecting any of the following:

1. any "Insured," or any person or entity claiming the benefits of an "Insured," who is or becomes a "Specially Designated National" or "Blocked Person" who is otherwise subject to the economic sanctions of the U.S.;
2. any "claim" or "suit" that is brought in a "Sanctioned Country" or by the government of a "Sanctioned Country," where any action in connection with such "claim" or "suit" is prohibited by U.S. economic or trade sanctions;
3. any "claim" or "suit" that is brought by any "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. property that is located in a "Sanctioned Country" or that is owned by, rented to or in the care, custody or control of a "Sanctioned Country" government, where any activities related to such property are prohibited by U.S. economic or trade sanctions;
5. property that is owned by, rented to or in the care, custody, or control of a "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy a "Specially Designated National" or "Blocked Person" is any person or entity that is on the list of "Specially Designated Nationals" and "Blocked Persons" issued by the United States Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be amended from time to time.

As used in this Policy a "Sanctioned Country" is any country that is the subject of trade or economic embargoes imposed by the laws of the U.S.

#### **Q. Transfer of Rights of Recovery Against Others to Us**

If any "Insured" has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The "Insured" must do nothing after loss to impair those rights and must help us enforce them. At our request, the "Insured" will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be applied as follows:

1. any interests, including the "Insured," that have paid an amount in excess of our payment under this Policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "Insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "Insured," in the ratio of their respective recoveries as finally settled.

#### **R. Terms Conformed to Statute**

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to the minimum mandatory requirements of such statutes.

If we are prevented by law or statute from paying on behalf of an "Insured," then we will, where permitted by law or statute, indemnify the "Insured" for those sums in excess of the "retained limit."

#### **S. Titles and Headings**

Headings and titles contained in this Policy are for purposes of organization and reference only. They do not, and shall not be deemed to, control or affect the meaning or construction of any provision of this Policy.

#### **T. Transfer of Your Rights And Duties**

No "Insured" may transfer any of its rights or duties under this Policy without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1. of the Declarations and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy, even if you have died or been legally declared bankrupt.

#### **U. Unintentional Failure to Disclose Hazards**

An "Insured's" failure to disclose all hazards existing as of the inception date of this Policy will not prejudice that "Insured's" insurance with respect to the coverage afforded by this Policy, provided such failure is both:

- a. not intentional on the part of that "Insured" and

b. reported to us as soon as practicable after its discovery by any Named Insured.

**V. When Loss Is Payable**

Coverage under this Policy does not apply unless and until the "Insured" or its underlying insurer is obligated to pay the "retained limit."

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss covered under the terms of this Policy.

We may, at our sole discretion, advance on behalf of an "Insured" sums within the "Self-Insured Retention" in order to effect settlement of a "claim" or "suit." If we do so, you will promptly reimburse us for any such amount we advance on behalf of any "Insured."

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

## **RISK PURCHASING GROUP ENDORSEMENT**

This endorsement applies to coverage provided to members of the following risk purchasing group, who are issued a "Certificate of Coverage":

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM  
EXCESS LIABILITY COVERAGE FORM

**A.** The second paragraph of the preamble is replaced by the following:

Throughout this Policy, the words "you" and "your" refer to the Certificate Holder in the "Certificate of Coverage", and any other person or organization qualifying as a Certificate Holder under this Policy. The words "we", "us" and "our" refer to the company providing insurance. Throughout this Policy, the words Named Insured or First Named Insured refer to the "Policyholder" shown as Named Insured in the Declarations. Because the Policy provides coverage to the Certificate Holder, the Named Insured, first Named Insured and "Policyholder" do not qualify as an insured.

Throughout this Policy, the phrase policy period refers to the period of time the Policy is in effect as shown in the "Certificate of Coverage". Regardless of the policy period of this Policy, in no event shall the expiration date in the "Certificate of Coverage" be later than the expiration date of this Policy.

The Policy consists of the "Certificate of Coverage", Coverage Forms for which Limits of Insurance are shown on the "Certificate of Coverage" and any endorsements shown on the "Certificate of Coverage".

**B.** Throughout this Policy, the word Declarations, and phrases Declaration Page and Declarations Page are replaced with "Certificate of Coverage", except in the following forms:

**1. Commercial Umbrella Coverage Form, Condition K. Nonrenewal**

**C. COMMERCIAL UMBRELLA COVERAGE FORM, SECTION V. DEFINITIONS, J. Insured** is amended as follows:

**1.** subparagraph **11.** is replaced by the following:

**11.** No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Certificate Holder in the "Certificate of Coverage".

**2.** The following sentence is added as the last sentence to **J. Insured**:

The Named Insured, first Named Insured and "Policyholder" do not qualify as an "insured".

**D. COMMERCIAL UMBRELLA COVERAGE FORM, SECTION VI - CONDITIONS, O. Separation of Insureds** is replaced by the following:

**O. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the Certificate Holder, this insurance applies:

- a. as if each Certificate Holder were the only Certificate Holder; and
- b. separately to each “insured” against whom “claim” is made or “suit” is brought.

**E. COMMERCIAL UMBRELLA COVERAGE FORM, SECTION II. LIMITS OF INSURANCE** is amended as follows:

1. paragraph **A.** Is replaced by the following:

**A.** The Limits of Insurance shown in the “Certificate of Coverage” and the rules below fix the most we will pay regardless of the number of:

- 1. “insureds”;
- 2. “claims” made or “suits” brought; or
- 3. persons or organizations making “claims” or bringing “suits”.

2. paragraph **F.** is replaced by the following:

**F.** The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the “Certificate of Coverage”, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The Limits of Insurance of this Coverage part apply individually to each “Certificate of Coverage” issued to members of the risk purchasing group as stated above.

**F. EXCESS LIABILITY COVERAGE FORM, SECTION II. LIMITS OF INSURANCE** is amended as follows:

1. paragraph **A.** Is replaced by the following:

**A.** The Limits of Insurance shown in the “Certificate of Coverage” and the rules below fix the most we will pay regardless of the number of:

- 1. “insureds”;
- 2. “claims” made or “suits” brought; or
- 3. persons or organizations making “claims” or bringing “suits”.

2. paragraph **B.5** is replaced by the following:

5. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the “Certificate of Coverage”, unless the policy period is extended after issuance for an additional period of

less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The Limits of Insurance of this Coverage part apply individually to each "Certificate of Coverage" issued to members of the risk purchasing group as stated above.

**G.** The following are added to the **DEFINITIONS** sections of all the modified coverage forms:

**"Certificate of Coverage"** means the document issued to the Certificate Holder as part of the Policy that shows the limits and applicable coverage for that Certificate Holder.

**"Policyholder"** means a Risk Purchasing Group shown as the Named Insured on the Declarations. The Policy does not provide coverage for the "Policyholder".The "Policyholder" is not an insured.

**This endorsement does not change any other provision of the policy.**

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

## **SPECIAL EXCLUSIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE FORM**

**A. The following are added to Section IV - EXCLUSIONS:**

#### **Real Property Construction or Development**

Any liability or loss, cost or expense arising out of:

1. the development, construction or demolition of real property; or
2. the "structural alteration" or addition of real property.

This exclusion applies to work performed solely by the "Insured" on the "Insured's" property.

As used in this endorsement, "structural alteration" means work or operations affecting the structural integrity of real property, but is not repairs, maintenance, or renovations that do not affect the structural integrity of real property.

#### **Earthquake or Flood Coverage Omission**

Any failure or omission on the part of the "Insured" or the "Insured's" agent(s) to obtain, effect, maintain or adhere to any policies of insurance which provide coverage for damage due to earthquake or flood perils.

#### **Builder, Developer or Sponsor Wrongful Act**

Any "wrongful act" which is, directly or indirectly, related in whole or in part to a builder, developer, or sponsor, or anyone affiliated with a builder, developer or sponsor. This exclusion shall not apply to claims while such an "Insured" is a member on the "Insured's" board of directors and in the capacity as such.

As used in this endorsement, "wrongful act" means any actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty.

#### **Swimming Pools**

Any "bodily injury," "personal injury," "advertising injury" or medical payments arising out of the ownership, maintenance, operation or use of a swimming pool unless:

1. if outdoors, the swimming pool is fenced with a self-closing and self-latching gate; or
2. if indoors or on a roof-top, restricted access is through a self-closing and self-locking door; and
3. the swimming pool's design or operation complies with the Virginia Graeme Baker Act.

With respect **1.**, **2.** and **3.** above, the swimming pool must meet or exceed all federal, state or local governing codes and regulations.

**B.** The following are added to **Section IV – EXCLUSIONS**, paragraph **AA. Following Form:**

**Bodily Injury or Property Damage**

"Bodily injury" or "property damage".

**Care, Custody, or Control Exclusion - Real and Personal Property with Garagekeepers Legal Liability**

"Property damage" to real or personal property in the care, custody or control of any "Insured," or loaned to any "Insured," or used, rented or occupied by any "Insured," or which any "Insured" is for any purpose exercising physical control.

**Discrimination against Non-Employees**

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of any "claim" or "suit" based upon or alleging "discrimination" against any non-employee unless insurance for "discrimination" is prohibited by law.

As used in this endorsement, "discrimination" includes discrimination on the basis of age, disability, ethnic origin, marital status, physical or mental hardship, race, religious affiliation and sex or sexual orientation.

If any coverage is afforded by this section such coverage will only apply to "discrimination" based on disparate impact or vicarious liability.

**All other policy terms and conditions remain unchanged.**





Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CRISIS RESPONSE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA COVERAGE FORM**

### **Schedule**

<b>Crisis Response Coverage</b>	<b>Limit of Insurance</b>
Crisis Response Aggregate Limit	\$ Per Individual Certificate of Coverage

Subject to the terms and conditions set forth in this endorsement and the Limit of Insurance shown in the above Schedule, the following Crisis Response Coverage is added to the policy.

### **SECTION I - CRISIS RESPONSE COVERAGE**

**A.** We will pay on your behalf reasonable and necessary "crisis response costs" you incur because of either:

1. "bodily injury" or "property damage" for which coverage is provided under the COMMERCIAL UMBRELLA COVERAGE FORM (including all its endorsements other than this endorsement), or
2. "imminent injury,"

arising out of a "crisis event" to which this insurance applies. The amount we will pay on your behalf for such "crisis response costs" is limited as described in SECTION II - CRISIS RESPONSE LIMITS OF INSURANCE.

**B.** This Crisis Response Coverage applies to a "crisis event" and its resulting "crisis response costs" only if:

1. The "bodily injury," "property damage," or "imminent injury" arising out of that "crisis event" takes place in the "coverage territory"; and
2. That "bodily injury," "property damage," or "imminent injury" begins to occur during the Policy Period; and
3. The "crisis response costs" because of that "bodily injury," "property damage," or "imminent injury" do not arise out of any fact, circumstance, condition, situation, "bodily injury," "property damage," or "imminent injury":
  - a. that existed before the Policy Period; and
  - b. that you, before the beginning of the Policy Period, knew or reasonably should have known could lead to, cause, give rise to, or result in such "crisis response costs"; and
4. You incur the "crisis response costs" because of the "bodily injury," "property damage," or "imminent injury" within thirty (30) days after the beginning of the "crisis event." The end of the Policy Period will not cut short this thirty (30) day period.

- C. Our payment of "crisis response costs" under this Crisis Response Coverage is not, and shall not be construed as, an admission or acknowledgement of coverage for any "crisis event," "bodily injury," "property damage," or "imminent injury" under any other part of this policy.
- D. Under this Crisis Response Coverage, we neither have nor undertake any duty to defend, pay, or settle any "claim" or "suit" against any Insured.

## **SECTION II - CRISIS RESPONSE LIMITS OF INSURANCE**

- A. The Schedule above and the rules below establish the most we will pay on your behalf for "crisis response costs," regardless of the number of Insureds, "crisis events," or "affected persons."
- B. The Crisis Response Aggregate Limit is the most we will pay (whether by reimbursing you or by paying on your behalf) for the sum of all "crisis response costs."
  - 1. The Crisis Response Aggregate Limit is separate and apart from, and not part of or subject to, any other limit of insurance stated in this policy.
  - 2. Our payment of "crisis response costs" under the Crisis Response Aggregate Limit does not reduce any other limit of insurance under this policy.
  - 3. Once exhausted, the Crisis Response Aggregate Limit can not be reinstated, extended, or increased.

## **SECTION III - EXCLUSIONS**

This Crisis Response Coverage does not apply to:

### **A. Excluded Bodily Injury or Property Damage**

"Crisis response costs" you incur because of:

- 1. "bodily injury" or "property damage" for which coverage would be excluded under any exclusion in Section **IV. EXCLUSIONS** of the COMMERCIAL UMBRELLA COVERAGE FORM; or
- 2. "imminent injury" if the threatened "bodily injury" or "property damage" is of a kind for which coverage would be excluded under any exclusion in Section **IV. EXCLUSIONS** of the COMMERCIAL UMBRELLA COVERAGE FORM.

### **B. Other Excluded Obligations**

Any obligation, damages, liability, cost, or expense for which coverage would be excluded by exclusions **A., L., R., S., U. and W.**, of Section **IV. EXCLUSIONS** of the COMMERCIAL UMBRELLA COVERAGE FORM, or by the Nuclear Energy Liability Exclusion.

### **C. Newly acquired or merged entities**

"Crisis response costs" arising from the operations of another business or organization which you acquire or with which you merge, if those "crisis response costs" arise from a "crisis event" that began before you acquired or merged with that other business or organization.

### **D. Infectious Diseases or Illnesses**

"Crisis response costs" arising out of any infectious disease or condition of ill health caused by any "biological agents". However, this exclusion does not apply to "crisis response costs" you incur because of a food-borne illness or defective vaccine.

## **E. Economic or Trade Sanctions**

Any "crisis response costs" as to which our payment or reimbursement would be a violation of any economic or trade sanction enacted or imposed by the United States of America, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

## **SECTION IV - DEFINITIONS**

The definitions of the COMMERCIAL UMBRELLA COVERAGE FORM apply to this endorsement. The following additional definitions also apply to this coverage part:

### **A. "Affected person" means:**

1. an individual who suffers "bodily injury" or "property damage," or directly experiences "imminent injury"; and
2. the immediate family members of a person described in 1., above.

### **B. "Biological agents" means:**

1. bacteria, other microorganisms, mycotoxins, spores or other by-products of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

### **C. "Coverage territory" means the United States of America, including its territories and possessions, Puerto Rico, and Canada.**

### **D. "Crisis event" means an event you reasonably believe has resulted, or may result, in both:**

1. Damages covered by this policy that are in excess of all applicable:
  - a. "underlying insurance";
  - b. "retained limits"; and
  - c. other insurance; and
2. Significant adverse regional or national media coverage.

### **E. "Crisis management firm" means a public relations firm or crisis management firm, assigned or approved by us in writing, that is hired by you to perform or coordinate services of a type described in the definition of "crisis response costs" in connection with a "crisis event."**

### **F. "Crisis response costs" means only the following expenses incurred by the Insured in response to a "crisis event" to which this insurance applies, and which are reasonable, necessary, and directly attributable to that "crisis event":**

1. Expenses incurred by you to secure the scene of the "crisis event";
2. Fees charged by a "crisis management firm" for its professional service or advice;
3. Funeral expenses for "affected persons";
4. "Emergency psychology expenses";
5. Temporary living expenses for "affected persons";

6. "Emergency transport expenses"; and

7. Any other expenses approved by us.

"Crisis response costs" does not include any cost or expense to defend, pay, or settle any "claim" or "suit" against any Insured.

G. "Emergency transport expenses" means reasonable and necessary emergency transport expenses, occurring within 24-hours after a "crisis event," to transport an "affected person" sustaining "bodily injury" in a "crisis event" to a medical treatment facility.

H. "Emergency psychology expenses" means reasonable and necessary expenses for psychology or counseling services provided to "affected persons," if such services are:

1. rendered within the first fourteen (14) days after the beginning of a "crisis event"; and

2. approved by a "crisis management firm."

However, "emergency psychology expenses" do not include any cost or expense of any medication, hospitalization, or in-patient treatment.

I. "Imminent injury" means an actual and immediate threat of "bodily injury" or "property damage."

## **SECTION V - CONDITIONS**

All conditions under Section **VI. Conditions** of the COMMERCIAL UMBRELLA COVERAGE FORM apply to this Crisis Response Coverage, except conditions **A.**, **C.**, and **F.**. The following additional conditions also apply to this Crisis Response Coverage:

### **A. Duties in the Event of A "Crisis Event":**

1. You must see to it that we are notified of any "crisis event" within twenty-four (24) hours after it begins. If necessary, we will assist you in contacting an approved "crisis management firm," unless we agree to accept a "crisis management firm" you have selected.

2. If you seek reimbursement from us of any "crisis response costs," you must request such reimbursement in writing within ninety (90) days after you incur those "crisis response costs." Each such request for reimbursement must include invoices and/or receipts proving and describing the "crisis response costs" with reasonable particularity.

**This endorsement does not change any other provision of the policy.**

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

## **UNDERLYING CLAIMS-MADE COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE FORM**

**SECTION I. COVERAGE** is replaced by the following when any "underlying insurance" listed in the Schedule of Underlying Insurance is written on a claims-made basis, but only when this policy is excess of the retained limit for such "underlying insurance":

- A.** We will pay on behalf of the "Insured" those sums in excess of the retained limit that the "Insured" becomes legally obligated to pay as damages by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of:
1. "bodily injury" or "property damage";
  2. "personal injury" or "advertising injury";
  3. "abuse";
  4. any act, error or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services";
  5. any act, error, or omission of the Insured negligently committed in the "administration" of your "employee benefit program";
  6. "wrongful act" of any director or officer of the "Insured" arising out the "Insured's" discharge or performance of any duties as such director or officer; or
  7. Any "wrongful act" arising out of employment practices liability.

If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in

### **SECTION II. LIMITS OF INSURANCE.**

- B.** This insurance applies only if:

1. For "bodily injury" or "property damage":
  1. the "bodily injury" or "property damage" is caused by an "occurrence";
  2. the "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations of that particular "underlying insurance" or after the end of the policy period; and
  3. a "claim" for damages because of the "bodily injury" or "property damage" above is first made against any "Insured" in accordance with Section I - Coverage paragraph D., during the policy period or any **Extended Reporting Period** we provide under **SECTION VII. EXTENDED REPORTING PERIODS**.

2. For "personal injury" or "advertising injury":
  1. the "personal injury" or "advertising injury" is caused by an offense arising out of your business,
  2. the offense was not committed before the Retroactive Date, if any, shown in the Declarations of that particular "underlying insurance" or after the end of the policy period; and
  3. a "claim" for damages because of the "personal injury" or "advertising injury" is first made against any "Insured" in accordance with Section I - Coverage paragraph D., during the policy period or any Extended Reporting Period we provide under Section VII - EXTENDED REPORTING PERIODS.
3. For "abuse":
  1. the "abuse" did not occur before the Retroactive Date, if any, shown in the Declarations of that particular "underlying insurance" or after the end of the policy period; and
  2. a "claim" for damage because of any "abuse" is first made against the "Insured" in accordance with Section I - Coverage paragraph D. during the policy period or any Extended Reporting Period we provide under in the section below: **SECTION VII. EXTENDED REPORTING PERIODS.**
4. For any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services":
  1. any act, error, or omission did not occur before the Retroactive Date, if any, shown in the Declarations of that particular "underlying insurance" or after the end of the policy period; and
  2. a "claim" for damage because of any act, error, or omission is first made against the "Insured" in accordance with Section I - Coverage paragraph D. during the policy period and reported to the Company during the policy period or any Extended Reporting Period we provide under **SECTION VII. EXTENDED REPORTING PERIODS.**
5. For any act, error, or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program":
  1. the act, error, or omission did not occur before the Retroactive Date, if any, shown in the Declarations of that particular "underlying insurance" or after the end of the policy period; and
  2. a "claim" for damage because of any act, error, or omission is first made against the "Insured" during the policy period and reported to the Company during the policy period or any Extended Reporting Period we provide under in the **SECTION VII. EXTENDED REPORTING PERIODS.**
6. For any "wrongful act" caused by any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer.
  1. the "wrongful act" was not committed before the Retroactive Date, if any, shown in the Declarations of that particular "underlying insurance" or after the end of the policy period; and

2. a "claim" for damages because of the "wrongful act" is first made against any "Insured" in accordance with Section I - Coverage paragraph D., during the policy period or any Extended Reporting Period we provide under **SECTION VII. EXTENDED REPORTING PERIODS**.

7. For any "wrongful act" arising out of employment practices liability:

1. the "wrongful act" was not committed before the Retroactive Date, if any, shown in the Declarations of that particular "underlying insurance" or after the end of the policy period; and
2. a "claim" for damages because of the "wrongful act" is first made against any "Insured" in accordance with Section I - Coverage paragraph D., during the policy period or any Extended Reporting Period we provide under **SECTION VII. EXTENDED REPORTING PERIODS**.

- C. "Bodily injury," "property damage," "personal injury," "advertising injury," "abuse," any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" or any act, error, or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program", "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer, any "wrongful act" arising out of employment practices liability which occurs during the policy period, and was not, prior to the policy period, known to have occurred by any "Insured," includes any continuation, change, or resumption of that "bodily injury," "property damage," "personal injury," "advertising injury," "abuse," any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" or any act, error, omission of the "Insured" negligently committed in the "administration" of your "employee benefit program" "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer or any "wrongful act" arising out of employment practices liability after the end of the policy period.
- D. "Bodily injury," "property damage," "personal injury," "advertising injury," "abuse," any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" or any act, error, or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program", "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer, any "wrongful act" arising out of employment practices liability.
- E. will be deemed to have been known by all "Insureds" to have occurred at the earliest time when any "Insured":
1. reports all, or any part, of the "bodily injury," "property damage," "personal injury," "advertising injury," "abuse," any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" or any act, error, omission of the "Insured" negligently committed in the "administration" of your "employee benefit program", "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer, or any "wrongful act" arising out of employment practices liability to us or any other insurer;
  2. receives a written or verbal demand or "claim" for damages because of the "bodily injury," "property damage," "personal injury," "advertising injury," "abuse," any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" or any act, error, omission of the "Insured" negligently committed in the "administration" of your "employee benefit program", "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer or any "wrongful act" arising out of employment practices liability; or

3. becomes aware by any other means that "bodily injury," "property damage," "personal injury," "advertising injury," "abuse," any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services", any act, error, or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program", "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer or any "wrongful act" arising out of employment practices liability has occurred or begun to occur.

The following is added to the policy:

#### **SECTION VII. EXTENDED REPORTING PERIODS**

- A. With respect to any "underlying insurance" written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if:
  1. This Coverage Part is canceled or not renewed; or
  2. "Underlying insurance" written on a claims-made basis is renewed or replaced with insurance that:
    - a. Has a Retroactive Date later than the date shown in the Declarations of the "underlying insurance"; or
    - b. Does not apply to any of the following on a claims-made basis:
      - (1) "bodily injury" or "property damage";
      - (2) "personal injury" or "advertising injury";
      - (3) "abuse";
      - (4) any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services";
      - (5) any act, error, or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program";
      - (6) "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer; or
      - (7) any "wrongful act" arising out of employment practices liability.
- B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
  1. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance";
  2. "Personal injury" or "advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance";
  3. "Abuse" committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance";
  4. Any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance";



5. Any act, error, or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program" committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance."
6. "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer; or
7. "wrongful act" arising out of employment practices liability.

Once in effect, Extended Reporting Periods may not be canceled.

- C.** A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
1. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
  2. Five years with respect to claims because of "personal injury" or "advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
  3. Five years with respect to claims because of "abuse" reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
  4. Five years with respect to claims because of any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
  5. Five years with respect to claims because of any act, error, or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program" reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
  6. Five years with respect to claims because of a "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
  7. Five years with respect to claims because of an "wrongful act" arising out of employment practices liability reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and
  8. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

- D.** The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- E.** A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured on a claims-made basis;
2. Previous types and amounts of insurance;
3. Limits of Insurance available under this Coverage Part for future payment of damages; and
4. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

- F.** If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental aggregate limit of insurance equal to the dollar amount of the Aggregate Limit shown in the Declarations in effect at the end of the policy period, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

Limits of Insurance will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply.

The following are added to **SECTION V. DEFINITIONS**:

"Abuse" means "abuse" as defined in the "underlying insurance" that provides coverage for "abuse".

"Professional Services" means "professional services" as defined in the "underlying insurance" that provides coverage for "professional services".

"Administration" means "administration" as defined in the "underlying insurance" that provides coverage for employee benefits liability.

"Employee benefit program" means "employee benefit program" as defined in the "underlying insurance" that provides coverage for employee benefits liability.

"Wrongful acts" means "wrongful acts" as defined in the "underlying insurance" that provides coverage for "wrongful acts".

**This endorsement does not change any other provision of the Policy.**



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202  
513 369 5000 ph

GAI 7305 (Ed. 03/15)

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

### **LIMITATION OF COVERAGE FOR UNDERLYING SUBLIMITS**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL UMBRELLA COVERAGE FORM**

The following is added to **SECTION I. COVERAGE**:

If any policy listed in the Schedule of Underlying Insurance affords coverage for any "bodily injury," "property damage," "personal injury," or "advertising injury" that is subject to a sublimit **SECTION I. COVERAGE** does not apply for any such coverage.

**This endorsement does not change any other provision of the Policy.**



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513 369 5000 ph

**GAI 6129**  
(Ed. 04 10)

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

**PERSONAL INJURY - FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV - EXCLUSIONS, AA. Following Form:**

Any liability imposed by law, or assumed by any "Insured" under an "insured contract," because of "personal injury".

**This endorsement does not change any other provision of the policy.**



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Cincinnati OH 45202-4201  
513 369 5000 ph

**GAI 6047**  
(Ed. 04 10)

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

**ADVERTISING INJURY - FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV. EXCLUSIONS, AA. Following Form:**

Any liability imposed by law, or assumed by any "Insured" under an "insured contract," because of "advertising injury".

**This endorsement does not change any other provision of the policy.**

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

**DIRECTORS AND OFFICERS LIABILITY COVERAGE - FOLLOW FORM  
(INCLUDING EMPLOYMENT PRACTICES LIABILITY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA COVERAGE FORM**

**SECTION I. COVERAGE**, paragraphs **A.** and **B.** of the **COMMERCIAL UMBRELLA COVERAGE FORM** are replaced with the following, but only with respect to Directors and Officers Liability Coverage listed in the Schedule of Underlying Insurance for which this policy is excess of the "retained limit" for such Directors and Officers Liability Coverage.

- A.** We will pay on behalf of the "Insured" those sums in excess of the "retained limit" that the "Insured" becomes legally obligated to pay as damages, by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of:
1. any "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer; or
  2. any "wrongful act" arising out of employment practices liability.

If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in **SECTION II. LIMITS OF INSURANCE.**

- B.** This policy follows form to the remaining sections of the "underlying insurance" that provides coverage for any "wrongful act" or "employment practices wrongful act" under the insuring agreements section of such Directors and Officers Liability Coverage, and for no broader coverage than is provided by such policy.

**SECTION II. LIMITS OF INSURANCE**, paragraphs **B.** and **C.** of the **COMMERCIAL UMBRELLA COVERAGE FORM** are replaced with the following:

- B.** The General Aggregate Limit is the most we will pay for all damages covered under the Insuring Agreement in Section I., except coverage included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.
- C.** The amount stated in the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of:
1. any "wrongful act" of any director or officer of the "Insured" arising out of the "Insured's" discharge or performance of any duties as such director or officer; or
  2. any "wrongful act" arising out of employment practices liability.

The following is added to **SECTION V. DEFINITIONS**:

"Wrongful acts" means "wrongful acts" as defined in the "underlying insurance" that provides directors and officers coverage.

Exclusion **K. Employment-Related Practices** is deleted from **SECTION IV. EXCLUSIONS**.

**This endorsement does not change any other terms, conditions or exclusions of the policy.**



Administrative Offices  
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513 369 5000 ph

**GAI 6136**  
(Ed. 04 10)

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

**PUNITIVE OR EXEMPLARY DAMAGES - FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV - EXCLUSIONS, AA. Following Form:**

This insurance does not apply to any claim for or award of:

- (a) punitive damages,
- (b) exemplary damages,
- (c) treble damages, or
- (d) damages intended to punish or deter misconduct, rather than to compensate for harm.

**This endorsement does not change any other provision of the policy.**





Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

**GAI 6153**  
(Ed. 04 10)

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

**EMPLOYEE BENEFIT LIABILITY - FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV - EXCLUSIONS, AA. Following Form:**

Any actual or alleged act, error, or omission in the administration of any "Insured's" Employee Benefit Programs.

**This endorsement does not change any other provision of the policy.**

GAI 6153 (Ed. 04/10) XS



Administrative Offices  
301 E 4th Street  
Cincinnati, OH 45202-4201  
513 369 5000 ph

**GAI 6135**  
(Ed. 06 97)

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

### **PROFESSIONAL LIABILITY EXCLUSION**

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability for, caused by, arising out of, or in connection with the rendering of or failure to render any professional service.

This endorsement does not change any other provision of the policy.

GAI 6135 (Ed. 06/97) XS

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

**EXCLUSION - ORGANIC PATHOGENS**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to **SECTION IV. EXCLUSIONS**:

**Organic Pathogens**

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "organic pathogen."
2. 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 any "organic pathogen," or
  - b. "claim" or "suit" 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 any "organic pathogen."

The following definition is added to **SECTION V. DEFINITIONS**:

**"Organic pathogen"** means any:

1. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
2. Viruses or other pathogens (whether or not a microorganism); or
3. Colony or group of any of the foregoing.

**All other terms and conditions of the Policy apply.**



Administrative Offices  
301 E 4th Street  
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**GAI 6127**  
(Ed. 06 97)

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

### **NON-BUSINESS ACTIVITIES EXCLUSION**

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability for or arising out of any domestic or non-business activities of any "Insured."

This endorsement does not change any other provision of the policy.

GAI 6127 (Ed. 06 97) XS

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

**EXCLUSION - LIABILITY ARISING OUT OF LEAD**

The following exclusion is added to Section IV -  
**EXCLUSIONS:**

1. any liability arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form from any source; or
2. any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
  - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority 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 lead in any form from any source, or to any

- b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

This endorsement does not change any other provision of the policy.

GAI 6333 (Ed. 06/97) XS

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

**EXCLUSION OF CLAIMS AND SUITS ALLEGING INFRINGEMENT  
OF INTELLECTUAL PROPERTY OR UNFAIR COMPETITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA COVERAGE FORM**

- A. SECTION IV. EXCLUSIONS, N. Infringement of Copyright, Patent, Trademark or Trade Secret,** is deleted and replaced by the following:

**N. Claim or Suit Alleging Infringement of Intellectual Property**

Any claim or "suit" that alleges "personal injury" or "advertising injury" arising out of any actual, alleged, or threatened misappropriation, infringement, or violation of any intellectual property or intellectual property right or law of any description, including but not limited to any of the following:

1. copyright;
2. patent;
3. trademark;
4. trade name;
5. trade secret;
6. trade dress;
7. service mark;
8. slogan;
9. service name;
10. description of origin, source, authorship, authenticity, or quality;
11. other right to or law recognizing an interest in any expression, idea, likeness, name, style of doing business, symbol, or title; or
12. any other intellectual property right or law.

This exclusion applies to our duty to defend and our duty to pay damages whether such misappropriation, infringement, or violation is committed in your "advertisement" or otherwise.

**B.** The following exclusions are added to **SECTION IV. EXCLUSIONS**:

**Claim or Suit Alleging Violation of Laws Concerning Unfair Competition or Similar Laws**

1. Any claim or "suit" that alleges "personal injury" or "advertising injury" arising out of any actual, alleged, or threatened violation of any statutes, common law, or other laws or regulations concerning unfair competition, antitrust, restraint of trade, piracy, unfair trade practices, or any similar laws or regulations.
2. Any "personal injury" or "advertising injury" alleged in a claim or "suit" that also alleges any actual, alleged, or threatened violation of any statutes, common law, or other laws or regulations concerning unfair competition, antitrust, restraint of trade, piracy, unfair trade practices, or any similar laws or regulations.

**Claim or Suit Alleging Infringement of Intellectual Property or Violation of Laws Concerning Unfair Competition or Similar Laws**

Any "bodily injury" or "property damage" claim or "suit" that also alleges any:

1. misappropriation, infringement or violation of any intellectual property or intellectual property right or law described in paragraph (1). of **SECTION IV. EXCLUSIONS, N. Claims or Suit Alleging Infringement of Intellectual Property**; or
2. violation of any statute, common law, or other laws or regulations described in paragraph (1). of **SECTION IV. EXCLUSIONS, N. Claims or Suit Alleging Infringement of Intellectual Property**.

**All other policy terms and conditions remain unchanged.**

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

**AMENDMENT OF POLLUTION EXCLUSION – EXCEPTION FOR NAMED PERIL OF HOSTILE FIRE; BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT AND WATER HEATING EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

- A. Section IV - EXCLUSIONS, S. Pollution** is deleted, and the following is added to **Section IV - EXCLUSIONS, paragraph AA. Following Form:**

**Pollution**

Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants," however caused.
2. 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 "pollutants." This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons.
3. Steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

This exclusion does not apply to:

1. "bodily injury" or "property damage" caused by smoke, fumes, vapor, or soot from a "hostile fire" at any "Insured's" premises or job location; or
2. "bodily injury" if sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat, cool or dehumidify that building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

As used in this exclusion "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

- B. Section V - DEFINITIONS, paragraph Q.** is replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste or waste material. Waste or waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

**All other policy terms and conditions remain unchanged.**



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

## **SILICA OR RELATED DUST EXCLUSION**

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, alleged or threatened exposure to, existence of, presence of, ingestion of, inhalation of or contact with "silica" or dust that includes or contains "silica," whether or not occurring alone, in combination with, before, after, or concurrently with any other cause, contributing condition or circumstance, or aggravating factor, whether manmade, natural, or any combination of manmade or natural.
2. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "silica" or dust that includes or contains "sili-

ca." This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.

3. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "silica" or dust that includes or contains "silica."

This exclusion applies regardless of whether or not the "silica" or dust that includes or contains "silica," or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

As used in this exclusion:

"Silica" means silicon dioxide (SiO<sub>2</sub>) in any form, from any source.

**This endorsement does not change any other provision of the policy.**

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

## **SUPPLEMENTARY PAYMENTS - INTEREST**

This endorsement modifies the following Coverage:

### **COMMERCIAL UMBRELLA COVERAGE FORM**

1. **SECTION III - DEFENSE. B. 3. d and e.** are deleted entirely.
2. **SECTION VII - SUPPLEMENTARY PAYMENTS** is added to the coverage form to include the following:

### **SUPPLEMENTARY PAYMENTS**

We will pay the following, but only to the extent they are neither paid nor required to be paid by one or more of the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured".

- a. pre-judgment interest awarded against the "Insured" on that part of the judgment we pay that is within our applicable Limit of Insurance. If we make an offer to pay our applicable Limit of Insurance, we will not pay any pre-judgment interest based on the period of the time after the offer;
- b. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance.

These interest payments are in addition to our Limits of Insurance.

**This endorsement does not change any other provision of the policy.**

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

**EXCLUSION - ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY - LIMITED BODILY INJURY  
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion **J.** under Section **IV. EXCLUSIONS** is replaced by the following:

**IV. Exclusions**

This insurance does not apply to:

**J. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- 1.** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- 2.** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **1.** or **2.** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**This endorsement does not change any other provision of the policy.**

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

## **NUCLEAR, BIOLOGICAL, OR CHEMICAL EXCLUSION**

The following exclusion is added to **Section IV - EXCLUSIONS**:

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:
  - (a) loss or damage to any tangible or intangible property, or
  - (b) bodily injury, physical injury, sickness, or disease, including death of a person, or
  - (c) mental injury, mental anguish, emotional distress, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.
2. Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:
  - (a) loss or damage to any tangible or intangible property, or
  - (b) bodily injury, physical injury, sickness, or disease, including death of a person, or

(c) mental injury, mental anguish, emotional distress, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

3. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "NBC material." This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.
4. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "NBC material."

This exclusion applies regardless of whether or not the "NBC material," or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

As used in this exclusion:

"NBC material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

1. any radioactive substance or material, and the radiation it releases,
2. any pathogen, bacterium, microbe, virus, or other organism,

3. any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and
4. any poison, toxin, or other harmful chemical, substance, or material.

The foregoing list 1. through 4. is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

**This endorsement does not change any other provision of the policy.**

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

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA  
EXCESS LIABILITY

The following is added to **SECTION II. LIMITS OF INSURANCE:**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**"Certified act of terrorism"** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance 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 States or to influence the policy or affect the conduct of the United States Government by coercion.

**This endorsement does not change any other provision of the policy.**

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

### **ACT OF TERRORISM RETAINED LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA COVERAGE FORM**

The policy is amended as follows:

- A. ITEM 5. of the DECLARATIONS - SELF-INSURED RETENTION** is amended to include the following Self-Insured Retention:

**Act of Terrorism Self-Insured Retention:**

**\$1,000,000          Each Occurrence**

- B. SECTION II - LIMITS OF INSURANCE - G. - RETAINED LIMIT** is deleted in its entirety and replaced by the following:

We will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the "retained limit," which is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as Self-Insured Retention or Act of Terrorism Self-Insured Retention as a result of any one "occurrence" not covered by the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured" during the Policy Period;

And then up to an amount not exceeding the Each Occurrence Limit as stated in the Declarations.

All "claims" and "suits" seeking damages for any liability out of an "act of terrorism" are subject to the Act of Terrorism Self-Insured Retention. "Defense expenses" shall not erode the Act of Terrorism Self-Insured Retention.

The Act of Terrorism Self-Insured Retention applies whether or not there is any applicable underlying policies listed in the Schedule of Underlying Insurance or applicable limits of any other underlying insurance providing coverage to the "Insured." If there is applicable underlying insurance listed in the Schedule of Underlying Insurance or any other underlying insurance providing coverage to the "Insured," amounts received through such underlying insurance may be applied to reduce or exhaust the Act of Terrorism Self-Insured Retention. However, in no event will amounts received through such underlying insurance for the payment of "defense expenses" reduce the Act of Terrorism Self-Insured Retention.

C. For the purposes of this endorsement, the following definitions are added to **SECTION V - DEFINITIONS**:

1. **"Defense expenses"** means any payment allocated to a specific loss, "claim" or "suit" for its investigation, settlement or defense, including but not limited to:
  - a. attorney's fees and all other investigation, loss adjustment and litigation expenses;
  - b. premiums on bonds to release attachments;
  - c. premiums on appeal bonds required by law to appeal any "claim" or "suit";
  - d. costs taxed against the "Insured" in any "claim" or "suit";
  - e. pre-judgment interest awarded against the "Insured";
  - f. interest that accrues after entry of judgment.
2. "Act of terrorism" is defined as:
  - a. A **"certified act of terrorism"** means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Risk Insurance Act for a "certified act of terrorism" include the following:
    - i. 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
    - ii. 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 States or to influence the policy or affect the conduct of the United States Government by coercion.

D. Solely as respects any liability arising out of any "act of terrorism," **SECTION III. - DEFENSE, Paragraphs A.1. and A.2.**, are deleted in their entirety, and replaced by the following:

- A. We will have the right and duty to defend any "claim" or "suit" seeking damages covered by the terms and conditions of this policy when the applicable Act of Terrorism Self-Insured Retention limit has been exhausted by actual payment of "claims" for any "occurrence" to which this policy applies.

**This endorsement does not change any other provision of the policy.**





Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202  
513 369 5000 ph

GAI 6472 (Ed. 04/15)

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA  
EXCESS LIABILITY

### **Schedule\***

#### **Terrorism Premium (Certified Acts) \$ Included**

\* Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### **B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in paragraph D. below) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### **C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### **D. Federal Share of Losses Under the Terrorism Risk Insurance Act**

85% Year: 2015  
84% Year: 2016  
83% Year: 2017  
82% Year: 2018  
81% Year: 2019  
80% Year: 2020

**This endorsement does not change any other provision of the policy.**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A  
CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA  
EXCESS LIABILITY

The following exclusion is hereby added:

**A.** This insurance does not apply to:

**Terrorism Punitive Damages**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or "underlying insurance."
2. **"Certified act of terrorism"** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. 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
  - b. 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 States or to influence the policy or affect the conduct of the United States Government by coercion.

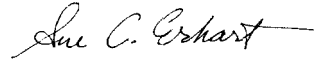
**This endorsement does not change any other provision of the policy.**

**In Witness Clause**

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 countersigned by our authorized representative.



**President**



**Secretary**

**COMMERCIAL UMBRELLA POLICY  
NOTICE TO CERTIFICATE HOLDERS  
BROADENINGS, CLARIFICATIONS, AND RESTRICTIONS OF COVERAGE**

This notice is intended to alert you to changes to your renewal policy. It contains a brief synopsis of the clarifications and restrictions of coverage that were made in your policy form.

No coverage is provided by this summary, nor can this notice be construed to replace or otherwise effect any provisions of any insurance policy. This summary is intended only to describe the changes and features of the policy. Only the policy itself determines the scope of coverage and the rights and duties of the policyholders.

Please read your policy and the endorsements attached to your policy carefully.

**CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS**

- GAI 6005 6/97 Named Insured Endorsement (Purchasing Group wording) has been deleted.
- GAI 7278 4/20 Broad Named Insured endorsement amends the Named Insured as listed in the Declarations to the certificate holder. GAI 6005 6/97 duplicated this amendment and therefore is not required.
- GAI 7278 4/20 Broad Named Insured endorsement clarifies the intent to include mortgagees, assignees and receivers as additional insureds by virtue of an insured contract when coverage is provided by the underlying insurance.
- GAI 7241 7/12 Risk Purchasing Group Endorsement has been deleted and replaced by GAI 7409 7/19 Risk Purchasing Group Endorsement.
- GAI 7409 7/19 Risk Purchasing Group Endorsement amends GAI 6002 4/10 The Protector Commercial Umbrella Coverage Form by directing coverage to the name, policy period and limits of the certificate holder in lieu of the policyholder listed in the Declarations page. Additionally, GAI 7409 7/19 Risk Purchasing Group Endorsement clarifies that the limits of insurance apply separately to each certificate holder.
- GAI 7451 4/20 Special Exclusions Endorsement is added to the policy.
- GAI 7451 4/20 Special Exclusions Endorsement applies all Distinguished Properties Umbrella Managers program exclusions. These exclusions were previously listed on GAI 7241 7/12 Risk Purchasing Group Endorsement that has been deleted from the policy renewal.
- GAI 6011 6/97 Amendment of Liquor Liability Exclusion has been deleted.
- GAI 6002 4/10 The Protector Commercial Umbrella Coverage Form provides follow form Host Liquor Liability coverage when included in the underlying Commercial General Liability policy. Therefore GAI 6011 6/97 is not required.
- GAI 6011 6/97 Amendment of Pollution Exclusion – Exception for Named Peril of Hostile Fire; Building Heating, Cooling and Dehumidifying Equipment and Water Heating Equipment has been deleted and replaced by GAI 7442 4/20 Amendment of Pollution Exclusion – Exception for Named Peril of Hostile Fire; Building Heating, Cooling and Dehumidifying Equipment and Water Heating Equipment.
- The endorsement language has been approved in all states therefore it has been moved from GAI 6011 General Endorsement to the filed form number and version. There is no change in coverage.

## **REDUCTION OF COVERAGE**

- GAI 7451 4/20 Special Exclusions Endorsement
  - The Swimming Pool conditional exclusion has been updated. Outdoor swimming pools are required to be fenced with a self-closing and self-latching gate. The previous swimming pool conditional exclusion on GAI 241 7/12 Risk Purchasing Group Endorsement required outdoor swimming pools to be fenced with a self-closing or self-latching gate.
- GAI 6442 4/10 Fungi, Mold or Spores Exclusion has been deleted and replaced by GAI 6807 8/14 Organic Pathogens Exclusion.
  - GAI 6807 8/14 Organic Pathogens Exclusion excludes coverage for organic pathogens as defined within this endorsement. As fungi, mold and spores are included in the definition of organic pathogens on GAI 6807 8/14 Organic Pathogens Exclusion, GAI 6442 4/10 Fungi, Mold or Spores Exclusion is not required. Neither GAI 6442 4/10 Fungi, Mold or Spores Exclusion nor GAI 6807 8/14 Organic Pathogens Exclusion is applicable in New York as noted on GAI 6013 6/97 Forms and Endorsements Schedule.

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

☒ Great American Insurance Company  
 Policy Number: **EPP4336059-05**

Policy Form Number: **D26100 (2/10)**

Item 1. Name of **Organization**: **The Timbers Condominium Association Inc**  
 Mailing Address: **Po Box 202**

City, State, Zip Code: **Sun Valley , ID, 83353**

Item 2. **Policy Period**: From **10-01-2021** To **10-01-2022**  
*(Month, Day, Year) (Month, Day, Year)*  
 (Both dates at 12:01 a.m. Standard Time at the address of the **Organization** as stated in Item 1.)

Item 3. (a) Limit of Liability for each **Policy Year**: **\$1,000,000**  
 (b) **FLSA Defense Sublimit of Liability: \$150,000 – This limit is part of and not in addition to the Limit of Liability provided for in 3(a).**

Item 4. Retentions:  
 Insuring Agreement A: **\$0** Each **Claim**  
 Insuring Agreement B and/or C: **\$1,000** Each **Claim**

Item 5. Premium: **\$1,067.00** Annual Taxes/Surcharges: **\$0.00** Annual Fees: **\$0.00**

Item 6. Endorsements Attached:  
**ExecPro - Community Association Solution D 26100 (2/10)**  
**Economic and Trade Sanctions Clause**  
**Terrorism Coverage Endorsement DTCV\_09P (11/09)**  
**Terrorism Coverage Premium Disclosure DTDP\_09P (11/09)**  
**Deletion of Noise Exclusion D 26714-2 (11/12)**  
**Data Security Wrongful Acts and Privacy Wrongful Acts Coverage Endorsement D26740 (11/14)**

Item 7. Notices: All notices required to be given to the **Insurer** under this policy shall be addressed to:  
*Great American Insurance Companies*  
*Executive Liability Division*  
*P.O. Box 66943*  
*Chicago, Illinois 60666*

Item 8. Prior & Pending Litigation Date: **10-01-2016**

These Declarations along with the completed and signed Proposal Form and community Associations Solution Insurance Policy shall constitute the contract between the **Insureds** and the **Insurer**.

**THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.**

## Directors and Officers Details Page

**Please review the below Exposures for accuracy and advise if any discrepancy. Submit changes for a revised offer.**

### Physical Address:

101 Emerald Street

Ketchum, ID 83340

### Risk Information:

Number of Units/Lots:	16
Number of Employees (excluding Directors & Officers):	0
Association Type:	COA
Average Unit/Lot Value:	\$750,000

**IF ANY OF THE ABOVE INFORMATION IS INCORRECT, THIS POLICY IS NULL & VOID AND MUST BE RETURNED TO OUR OFFICE FOR FURTHER REVIEW AND POSSIBLE RE-ISSUANCE.**

**IF A LOSS IS DISCOVERED AFTER THE RECEIPT OF THIS DOCUMENT AND PRIOR TO THE EFFECTIVE DATE, WE RESERVE THE RIGHT TO ADJUST TERMS OR POSSIBLY NON-RENEW THE POLICY.**

### Policy Forms and Endorsements:

Economic and Trade Sanctions Clause  
Deletion of Noise Exclusion D 26714-2 (11/12)  
ExecPro - Community Association Solution D 26100 (2/10)  
Policyholder Notice - Texas D 00046TX (04/20)  
Terrorism Coverage Endorsement DTCV\_09P (11/09)  
Terrorism Coverage Premium Disclosure DTDP\_09P (11/09)  
Data Security Wrongful Acts and Privacy Wrongful Acts Coverage Endorsement D26740 (11/14)

If you or your insured do not wish to accept this Renewal Policy, please log into the broker portal or send a formal request for cancellation to your underwriter via e-mail or fax.

**(In order to flat cancel, this request must be received on or before the effective date of this renewal.)**



***ExecPro***®

**Community Association Solution**





## Community Association Solution

Great American Insurance Group – Executive Liability Division  
Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

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## GREAT AMERICAN INSURANCE GROUP®

Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

### THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.

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In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the company shown in the Declarations (a stock insurance company, hereinafter called the **Insurer**), including the statements made in the Proposal Form and subject to all terms, conditions and limitations of this Policy, the **Insured** and **Insurer** agree:

#### Section I. Insuring Agreements

- A. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Insured Persons**, **Loss** and **Costs of Defense** resulting from such **Claim**, except for any **Loss** and **Costs of Defense** which the **Organization** or any **Subsidiary** actually pays as indemnification.
- B. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary**, **Loss** and **Costs of Defense** resulting from such **Claim**, but only to the extent the **Organization** or any **Subsidiary** is required or permitted by law to indemnify the **Insured Persons**.
- C. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against the **Organization**, any **Subsidiary**, or the **Property Manager** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization**, any **Subsidiary**, or the **Property Manager**, **Loss** and **Costs of Defense** resulting from such **Claim**.

The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of such **Claim** are groundless, false or fraudulent.

#### Section II. Discovery Period

- A. If this Policy is not renewed or is cancelled by the **Insurer**, for any reason other than non-payment of premium, then without the requirement of any additional premium, the **Organization** shall receive an automatic ninety (90) day extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** during this extended coverage, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This extended coverage shall be referred to as the **Automatic Discovery Period**. In addition, if prior to the end of the **Automatic Discovery Period**, the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive an extension of the coverage granted by this Policy for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Automatic Discovery Period** with respect to any **Claim** first made against any **Insured** during this extended coverage, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This extended coverage shall be referred to as the **Discovery Period**. The **Organization** shall have no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

- B.** If this Policy is not renewed or is cancelled by the **Organization**, and if no later than sixty (60) days after the end of the **Policy Period** the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive a **Discovery Period** for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Policy Period**. The **Organization** shall have no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.
- C.** The fact that this Policy may be extended by virtue of the **Automatic Discovery Period** or **Discovery Period** shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the **Automatic Discovery Period** and the **Discovery Period** is considered to be part of and not in addition to the last **Policy Year**.

### Section III. Definitions

**A. "Claim" shall mean:**

- (1) a written demand for monetary relief made against any **Insured**;
- (2) a civil proceeding, including any appeals therefrom made against any **Insured** seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;
- (3) a criminal proceeding, including any appeals therefrom made against any **Insured** commenced by the return of an indictment or the filing of notice of charge or similar document; or
- (4) a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any **Insured** commenced by the receipt of charges, formal investigative order, service of summons or similar document.

**B. "Claimant" shall mean:**

- (1) any past, present, and future **Insured Persons** or applicants for employment with the **Organization** or any **Subsidiary**;
- (2) a government entity or agency, including but not limited to the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, when acting on behalf of or for the benefit of any individual in (1) above; or
- (3) all persons who were, now are, or shall be independent contractors, but only to the extent such individuals perform work or services for or on behalf of the **Organization** or any **Subsidiary** and only to the extent such individuals are indemnified by the **Organization** or any **Subsidiary**.

It is further understood and agreed that **Claimant** shall not include any employee of any **Property Manager**.

- C. **"Construction Defect(s)"** shall mean any actual or alleged defective, faulty or delayed construction or any other matter constituting a construction defect under applicable law regardless of whether it results from:
- (1) defective or incorrect architectural plans or other designs;
  - (2) defective or improper soil testing;
  - (3) defective, inadequate or insufficient protection from subsoil or earth movement or subsidence;
  - (4) construction, manufacture or assembly of any tangible property;
  - (5) the failure to provide or pay for any construction-related goods or services; or
  - (6) the supervision or management of any construction-related activities.
- D. **"Costs of Defense"** shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation or defense of any **Claim**, including the costs of any appeal or appeal bond, attachment bond or similar bond (but without any obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include: (1) salaries, wages, overhead or benefit expenses associated with any **Insured Persons**, and (2) any amounts incurred in defense of any **Claim** which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty.
- E. **"Employment Practices Wrongful Act"** shall mean any of the following acts related to employment, but only if alleged by or on behalf of a **Claimant**:
- (1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
  - (2) misrepresentation;
  - (3) violation of employment laws;
  - (4) sexual or workplace harassment;
  - (5) discrimination;
  - (6) wrongful failure to employ or promote;
  - (7) wrongful discipline;
  - (8) wrongful deprivation of career opportunity including a wrongful failure to hire or promote;
  - (9) failure to grant tenure;
  - (10) negligent employee evaluation;
  - (11) retaliation;
  - (12) failure to provide adequate workplace or employment policies or procedures;
  - (13) defamation (including libel and slander);
  - (14) invasion of privacy;
  - (15) wrongful demotion;
  - (16) negligent reassignment;
  - (17) violation of any federal, state or local civil rights laws;
  - (18) negligent hiring;
  - (19) negligent supervision;
  - (20) negligent training;
  - (21) negligent retention; or
  - (22) acts described in (1) through (21) above arising from the use of the **Organization's** or **Subsidiary's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** or **Subsidiary's** Internet, e-mail, telecommunication or similar systems.
- F. **"Financial Insolvency"** shall mean the **Organization** becoming a Debtor in Possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Organization**.
- G. **"Fungi"** shall mean any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

H. **"Insured"** shall mean:

- (1) the **Organization**;
- (2) any **Subsidiary**;
- (3) in the event of **Financial Insolvency**, the resulting Debtor in Possession (or foreign equivalent status), if any;
- (4) all **Insured Persons**; and
- (5) any **Property Manager**, but only if such **Property Manager** is acting pursuant to the written authority granted by the **Organization** or on behalf of and at the direction of the **Organization** or any **Subsidiary**.

I. **"Insured Persons"** shall mean all persons who were, now are, or shall be directors, trustees, officers, employees, leased employees, temporary or seasonal employees, volunteers or staff members of the **Organization** or any **Subsidiary**, including any executive board members and committee members, whether salaried or not. It shall also mean all persons who were, now are, or shall be directors, trustees, officers, employees, leased employees, temporary or seasonal employees, volunteers or staff members of any **Property Manager**, but only if such persons are acting within the scope of their employment with the **Property Manager** and on behalf of the **Organization** or any **Subsidiary**.

J. **"Loss"** shall mean settlements, judgments, pre-judgment and post-judgment interest, front and back pay, compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, and subject to the provisions of Section V. and VI., **Costs of Defense** incurred by the **Insured**. **Loss** shall not include:

- (1) criminal or civil fines or penalties imposed by law or taxes;
- (2) the value of perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof; and
- (3) any amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

K. **"Organization"** shall mean the entity named in Item 1 of the Declarations.

L. **"Policy Year"** shall mean the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the **Policy Period**; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period. Any **Discovery Period** or **Automatic Discovery Period** shall be considered part of and not in addition to the last **Policy Year**.

M. **"Policy Period"** shall mean the period from the inception of this Policy to the expiration date stated in Item 2 of the Declarations or its earlier termination, if applicable.

N. **"Property Manager"** shall mean any entity providing real estate property management services to the **Organization** or any **Subsidiary** pursuant to a written contract.

O. **"Related Wrongful Acts"** shall mean **Wrongful Acts** which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

**P. "Subsidiary"** shall mean:

- (1) any entity which qualifies as a not-for-profit organization under the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the **Organization** has or controls the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity as of the inception date of this Policy;
- (2) any similar entity which was created or acquired by the **Organization** after the inception date of this Policy, if the entity's total assets do not exceed thirty-five percent (35%) of the total consolidated assets of the **Organization** as of the inception date of this Policy; or
- (3) any other entity added as a **Subsidiary** by written endorsement to this Policy.

Coverage shall apply to a **Subsidiary** only for **Wrongful Acts** allegedly committed during the time such entity qualified as a **Subsidiary**.

**Q. "Wrongful Act"** shall mean:

- (1) any of the following by the **Organization**, and/or any **Subsidiary**, and/or any **Insured Persons** acting in their capacity with the **Organization** or a **Subsidiary**:
  - (a) actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty;
  - (b) **Employment Practices Wrongful Act**;
- (2) any matter claimed against any **Insured Persons** solely by reason of their status with the **Organization** or any **Subsidiary**.

#### **Section IV. Exclusions**

This Policy does not apply to any **Claim** made against any **Insured**:

- A.** brought about or contributed to by: (1) any **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; or (2) the deliberate fraudulent or criminal acts of any **Insured**; however, this exclusion shall not apply unless it is finally adjudicated such conduct in fact occurred, nor shall it apply to coverage provided under Insuring Agreement I.B.;
- B.** to the extent it is insured in whole or in part by any other valid and collectible policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise;
- C.** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:
  - (1) any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;
  - (2) any **Wrongful Act** or any circumstance known by any **Insured Person** prior to the date stated in Item 8 of the Declarations which would indicate the probability of such **Claim** being made, provided, however, this exclusion shall only apply to the **Organization**, its **Subsidiaries** and those **Insured Persons** having such knowledge; or

- (3) any civil, criminal, administrative or investigative proceeding involving any **Insured** pending as of or prior to the date stated in Item 8 of the Declarations, or any fact, circumstance or situation underlying or alleged in such proceeding;
- D. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, emotional distress, invasion of privacy, wrongful entry, trespassing, eviction, false arrest, false imprisonment, malicious prosecution, abuse of process, libel or slander; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act**;
- E. for any actual or alleged violation by any **Insured** of the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act or any rules or regulations promulgated under these acts or any similar provisions of any federal, state, local or foreign law, except a **Claim** alleging retaliation for the exercise of any rights under such laws;
- F. for any **Wrongful Act** of any **Insured Persons** in their respective capacity as a director, officer, trustee, or equivalent position of an entity other than the **Organization** or any **Subsidiary**;
- G. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged seepage, pollution, radiation, emission, contamination or irritant of any kind, including but not limited to smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind, provided, however, this exclusion shall not apply to coverage provided under Insuring Agreement 1.A.;
- H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim** brought by the receiver, conservator, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;
- I. other than **Costs of Defense**:
- (1) for any obligation of the **Organization** or any **Subsidiary**, as a result of a **Claim**, seeking relief or redress in any form other than money damages, including but not limited to any obligations of the **Organization** or any **Subsidiary** to modify any building or property;
  - (2) for any obligation of the **Organization** or any **Subsidiary** to pay compensation earned by any **Insured Person** in the course of employment, but not paid by the **Organization** or any **Subsidiary**, including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days, provided, however, this exclusion shall not apply to front pay and back pay;
  - (3) for any actual or alleged violation by any **Insured** of the Fair Labor Standards Act or any similar state or local law, provided, however, this exclusion shall not apply to the Equal Pay Act. **Costs of Defense** provided pursuant to this section, I.(3), shall be subject to the FLSA Defense Sublimit of Liability stated in Item 3 of the Declarations, if any; or
  - (4) for any actual or alleged liability of any **Insured** under any contract or agreement, express or implied, written or oral; provided, however this exclusion shall not apply to employment related obligations which would have attached absent such contract or agreement;

- J. for any obligations under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law; provided, however this exclusion shall not apply to a **Claim** for an **Employment Practices Wrongful Act** involving retaliation with regard to benefits paid or payable;
- K. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:
- (1) actual, alleged or threatened:
    - (a) inhalation of, ingestion of, contact with, or exposure to any **Fungi** or bacteria; or
    - (b) existence of or presence of any **Fungi** or bacteria on or within a building or structure including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to any injury or damage; or
  - (2) any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of **Fungi** or bacteria by any **Insured** or by any other person or entity;
- L. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged **Construction Defect(s)**;
- M. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged liability of an **Insured**, in whole or in part, in the capacity as a builder or developer, or in the capacity of a sponsor of the **Organization**, or of an **Insured** affiliated with such a builder, developer or sponsor, and which is related to actual or alleged misconduct on the part of such builder, developer or sponsor, including but not limited to actual or alleged conflict of interest, self-dealing, or disputes concerning conversion, construction or development;
- N. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged noise.

With respect to this section of the Policy, no fact pertaining to or conduct by any **Insured Person** shall be imputed to any other **Insured Person**; and only facts pertaining to or conduct by any past, present, or future Executive Director, President, or Chairman of the **Organization** shall be imputed to the **Organization** or any **Subsidiary** to determine if coverage is available.

## Section V. Limits of Liability and Retention

- A. The **Insurer** shall be liable to pay one hundred percent (100%) of **Loss** in excess of the Retention stated in Item 4 of the Declarations. The **Insurer's** maximum Limit of Liability for the aggregate amount of **Loss** resulting from all **Claims** deemed to have been made in a **Policy Year** shall be shown in Item 3 of the Declarations.
- B. One Retention shall apply to each and every **Claim**. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims**, constituting a single **Claim**, shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Act** was reported under this Policy or any other policy providing similar coverage.



- C. **Costs of Defense** incurred by the **Insurer** shall be in addition to the Limit of Liability, and such **Costs of Defense** shall not be subject to the Retention amount. If **Costs of Defense** are incurred by the **Insured** with the **Insurer's** consent, such **Costs of Defense** shall be considered **Loss** and thus subject to the Limit of Liability and Retention.
- D. With respect to all **Claims** deemed to have been made in a **Policy Year**, should the Limit of Liability be exhausted by payment of **Loss** resulting from one or more such **Claims**, the **Insurer's** duty to defend shall cease and any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished and the **Insurer** shall have no further obligations.
- E. For the purpose of applying the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, regardless of whether actual indemnification is granted. The certificate of incorporation, charter or other organizational document of the **Organization**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** to the **Insured Persons** to the fullest extent permitted by law.

## Section VI. Costs of Defense and Settlements

- A. The **Insureds** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insureds** shall provide the **Insurer** with full cooperation and all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the **Insurer's** consent shall not be covered hereunder.
- B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and fifty percent (50%) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

## Section VII. Notice of Claim

- A. The **Insureds** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date a Board Member or an employee of the **Property Manager** has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Period**.
- B. If during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of: (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured**.

- C. In addition to furnishing the notice as provided in Section VII A or B, the **Insured** shall, as soon as practicable, provide the **Insurer** with copies of reports, investigations, pleadings and other documents in connection therewith, and shall provide all information, assistance and cooperation which the **Insurer** reasonably requests and do nothing to prejudice the **Insurer's** position or its potential or actual rights of recovery.
- D. Notice to the **Insurer** as provided in Section VII A or B shall be emailed to **ELDClaims@gaig.com** or mailed to **GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666.**

## Section VIII. Coverage Extensions

### A. Spousal/Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or "Domestic Partner" of any **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**. The term "Domestic Partner" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

### B. Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Insured Persons** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

### C. Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives, or assigns of any **Insured Persons** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Persons**.

## Section IX. General Conditions

### A. Cancellation or Non-Renewal

- (1) This Policy may be cancelled by the **Organization** at any time by written notice to the **Insurer**. In the event the **Organization** cancels this Policy for reasons other than the downgrade of the **Insurer's** rating by A.M. Best, the **Insurer** shall retain the customary short rate portion of the premium. However, if the **Organization** cancels the Policy due to a downgrade of the **Insurer's** rating to below [A-] by A.M. Best, the **Insurer** shall refund any unearned premium on a pro rata basis. Payment of any unearned premium by the **Insurer** shall not be a condition precedent of the effectiveness of cancellation but such payment shall be made as soon as practicable.
- (2) This Policy will only be cancelled by the **Insurer** if the **Organization** does not pay the premium when due.
- (3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Organization** with at least sixty (60) days advance notice thereof.

## **B. Proposal Form**

It is agreed the particulars and statements contained in Proposal Forms submitted to the **Insurer** (and any material submitted therewith) are the representations of the **Insured** and are to be considered as incorporated in and constituting part of this Policy. It is also agreed this Policy is issued in reliance upon the truth of such representations. However, coverage shall not be excluded as a result of any untrue statement in the Proposal Form, except as to the **Organization**, its **Subsidiaries**, and any **Insured Person** making such untrue statement or having knowledge of its falsity.

In no event shall Insuring Agreement I.A. of this Policy be rescinded by the **Insurer**.

## **C. Order of Payments**

In the event of **Loss** arising from a covered **Claim** for which payment is due under the provisions of this Policy, the **Insurer** shall first, pay **Loss** for which coverage is provided under Insuring Agreement I.A. of this Policy; and thereafter with respect to whatever remaining amount of the Limit of Liability is available after such payment, pay such other **Loss** for which coverage is provided under any other applicable Insuring Agreements in Section I of this Policy.

## **D. Merger or Acquisition**

If, during the **Policy Period**, the **Organization** acquires the assets of another entity, by merger or otherwise, and the acquired assets of such other entity exceed thirty-five percent (35%) of the assets of the **Organization** as of the inception date of the Policy, written notice thereof shall be given to the **Insurer** as soon as practicable, but in no event later than ninety (90) days from the effective date of the transaction, together with such information as the **Insurer** may request. Premium adjustment and coverage revisions shall be effected as may be required by the **Insurer**.

## **E. Conversion to Run-Off Coverage**

If prior to the end of the **Policy Period**, the **Organization** merges into another organization and the **Organization** is not the surviving entity, another organization or person acquires the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of the **Organization**, or the **Organization** ceases to qualify as a not-for-profit organization under any federal, provincial and territorial legislation and/or the Internal Revenue Code (such events hereinafter referred to as **Transaction**), then:

- (1) the **Organization** must give written notice of such **Transaction** to the **Insurer** within thirty (30) days after the effective date of such **Transaction**, and provide the **Insurer** with such information as the **Insurer** may deem necessary; and
- (2) this Policy, including the **Discovery Period** if elected, shall apply, but only with respect to any **Wrongful Act** committed prior to the effective date of such **Transaction**.

## **F. Action Against the Insurer**

- (1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the **Insured's** obligation to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, those filing the claim, and the **Insurer**.
- (2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against any **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

#### G. Subrogation

In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless, such **Insured Person**:

- (1) has been convicted of a deliberate criminal act, or
- (2) has been determined by a final adjudication adverse to the **Insured Person** to have committed a deliberate fraudulent act, or to have obtained any profit, advantage or remuneration to which such **Insured Person** was not legally entitled.

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

#### H. Conformity to Law

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

#### I. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

#### J. Representative of the Insurer

**Great American Insurance Group, Executive Liability Division, Post Office Box 66943, Chicago, Illinois, 60666** shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

#### K. Organization Represents Insured

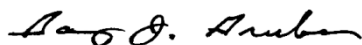
By acceptance of this Policy, the **Organization** shall be designated to act on behalf of the **Insureds** for all purposes including, but not limited to, giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

#### L. Entire Agreement

By acceptance of this Policy, the **Insured** and the **Insurer** agree that this Policy (including the Proposal Forms submitted to the **Insurer** and any materials submitted therewith) and any written endorsements attached hereto constitute the entire agreement between the parties.

In witness whereof the **Insurer** has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations page by a duly authorized agent of the **Insurer**.

**GREAT AMERICAN INSURANCE COMPANY®**



President



Secretary

## AMENDMENT TO DECLARATIONS PAGE

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It is understood and agreed that the Declarations is amended by the addition of the following:

**Act of Terrorism** Premium: \$0.00

It is further understood and agreed the Policyholder Disclosure of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

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Insured: **The Timbers Condominium Association Inc**

Policy Period **10-01-2021 - 10-01-2022**

Policy Number: **EPP4336059-05**

Countersigned by: **Not Required**  
*Authorized Representative*

Endorsement Effective Date: **10-01-2021**

## COVERAGE FOR ACTS OF TERRORISM

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It is understood and agreed that the General Conditions of the Policy are amended by the addition of the following:

### **Act of Terrorism** Coverage

Subject to all other terms and conditions of this Policy, coverage is available for **Loss** caused by an **Act of Terrorism** as defined below.

“**Act of Terrorism**” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States –

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –
  - (a) human life;
  - (b) property; or
  - (c) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
  - (a) an air carrier or vessel described in Section (5)(B) of the Terrorism Risk Insurance Act; or
  - (b) the premises of a United States mission; and
- (iv) 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.

With respect to any one or more **Acts of Terrorism** under the Terrorism Risk Insurance Act, as amended in 2007, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

No act shall be certified by the Secretary as an **Act of Terrorism** if (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

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Insured: **The Timbers Condominium Association Inc**

Policy Period **10-01-2021 - 10-01-2022**

Policy Number: **EPP4336059-05**

Countersigned by: **Not Required**  
*Authorized Representative*

Endorsement Effective Date: **10-01-2021**



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## ECONOMIC AND TRADE SANCTIONS CLAUSE

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This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

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Insured: **The Timbers Condominium Association Inc**

Policy Period **2021-10-01 - 2022-10-01**

Policy Number: **EPP4336059-05**

Countersigned by: \_\_\_\_\_  
*Authorized Representative*

Endorsement Effective Date: **2021-10-01**

### DELETION OF NOISE EXCLUSION

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It is understood and agreed that Section IV.N. of the policy is deleted in its entirety.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

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Insured:

Policy Period

-

Policy Number:

Countersigned by: \_\_\_\_\_

*Authorized Representative*

Endorsement Effective Date:





Community Association Solution  
Insurance Policy

**DATA SECURITY WRONGFUL ACTS AND PRIVACY  
WRONGFUL ACTS COVERAGE ENDORSEMENT**

Solely for purposes of coverage provided by this endorsement, it is understood and agreed that the following changes are made to the Policy:

**THIRD PARTY COVERAGE**

Section I. is deleted and replaced with the following:

**Section I. Insuring Agreements**

- A. If during the **Policy Period** or the **Discovery Period** any **Claim**, including a **Regulatory Action**, is first made against any **Insured Persons** for a **Data Security Wrongful Act** or a **Privacy Wrongful Act**, the **Insurer** shall pay on behalf of the **Insured Persons**, **Loss and Costs of Defense** resulting from such **Claim**, except for any **Loss and Costs of Defense** which the **Organization** or any **Subsidiary** actually pays as indemnification.
- B. If during the **Policy Period** or the **Discovery Period** any **Claim**, including a **Regulatory Action**, is first made against any **Insured Persons** for a **Data Security Wrongful Act** or a **Privacy Wrongful Act** the **Insurer** shall pay on behalf of the **Organization**, **Subsidiary** or **Property Manager**, **Loss and Costs of Defense** resulting from such **Claim**, but only to the extent the **Organization** or any **Subsidiary** is required or permitted by law to indemnify the **Insured Persons**.
- C. If during the **Policy Period** or the **Discovery Period** any **Claim**, including a **Regulatory Action**, is first made against the **Organization**, **Subsidiary** or **Property Manager** for a **Data Security Wrongful Act** or a **Privacy Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary**, **Loss and Costs of Defense** resulting from such **Claim**.

The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of such **Claim** are groundless, false or fraudulent.

**FIRST PARTY COVERAGE FOR ORGANIZATION AND SUBSIDIARIES**

Section VIII. is amended by the addition of the following:

**D. Privacy Event Expenses Provision**

The **Insurer** shall reimburse or pay on behalf of the **Organization** or any **Subsidiary** all **Privacy Event Expenses** in excess of the applicable Retention stated in Item 4. of the Declarations and up to the applicable Limits of Liability stated in Item 3. of the Declarations that the **Organization** or any **Subsidiary** incurs as a direct result of a **Data Breach** provided:

Insured: The Timbers Condominium Association Inc

Policy Period: 10-01-2021 - 10-01-2022

Policy Number: EPP4336059-05

Countersigned by: \_\_\_\_\_  
Authorized Representative

Endorsement Effective Date: 10-01-2021

**DATA SECURITY WRONGFUL ACTS AND PRIVACY  
WRONGFUL ACTS COVERAGE ENDORSEMENT**

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- (1) such **Data Breach** is first discovered during the **Policy Period**;
- (2) prior to the inception date of the first policy issued by the **Insurer** to the **Organization** and continuously renewed, no **Insured** had a basis to believe that any such **Data Breach** might reasonably be expected;
- (3) the **Insured** reports such **Data Breach** in accordance with the Reporting Obligations for a **Data Breach** section below; and
- (4) the **Insured** obtains the **Insurer's** advance written consent to incur such **Privacy Event Expenses**.

AMENDMENT TO DEFINITIONS
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1. Section III.A. is amended by the addition of the following:  
**Claim** shall also mean a **Regulatory Action**.
2. Section III.J. is amended by the addition of the following:  
**Loss** shall also mean **Privacy Regulatory Fines and Penalties, Privacy Event Expenses and Regulatory Restitution Funds**.
3. Section III. is amended by the addition of the following:  
**"Computer Systems"** shall mean any computer, network of computers, mobile device, or internet-enabled or networked telephone, printer, copier or other device, if owned, leased or operated by or on behalf of the **Organization** or any **Subsidiary** in connection with the **Insured's** ordinary business activities, including if operated by a cloud computer provider on behalf of the **Organization** or any **Subsidiary**.  
**"Data Asset"** shall mean software and electronic data, including but not limited to databases, audio files, video files or other image files, maintained by or on behalf of the **Organization** or any **Subsidiary** in connection with the **Organization** or any **Subsidiary's** business operations.  
**"Data Breach"** shall mean the unauthorized access to, loss of control over or disclosure of **Protected Information** maintained by the **Insured** or by those acting on behalf of the **Insured**.  
**"Data Security Wrongful Act"** shall mean an actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the performance of the **Organization** or any **Subsidiary's** business that causes or fails to prevent:
  - (1) the theft of, or unauthorized access to, or disclosure or use of, the **Data Asset** of a client or customer of the **Organization** or any **Subsidiary** stored on the **Computer Systems**;

## **DATA SECURITY WRONGFUL ACTS AND PRIVACY WRONGFUL ACTS COVERAGE ENDORSEMENT**

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- (2) unauthorized access to or use of the **Computer Systems** that results in the alteration, corruption, destruction, deletion or damage to **Data Asset** of a client or customer of the **Organization** or any **Subsidiary** stored on the **Computer Systems**;
- (3) the transmission of any virus, worm, trojan horse, backdoor or similar malicious software program or code from the **Computer Systems** to a third party's computer systems;
- (4) unauthorized access to or use of the **Computer Systems** that results in damage or disruption to computer systems of any third party or any **Data Asset** on such third party computer systems, including through a denial-of-service attack or similar action by an unauthorized person; or
- (5) a denial-of-service attack or similar action by any unauthorized person that makes the **Computer Systems** unavailable to authorized clients or customers of the **Organization** or any **Subsidiary**.

**"Privacy Event Expenses"** shall mean the reasonable and necessary:

- (1) legal and forensic fees and costs to investigate the cause of the **Data Breach**, identify persons affected or potentially affected and determine the extent that any law, regulation, statute or contract requires notification of the **Data Breach**;
- (2) costs of notification of the **Data Breach**, if required by law, regulation, statute or contract or voluntarily incurred with the **Insurer's** prior written consent;
- (3) costs to monitor, freeze or thaw credit or provide credit restoration services for persons affected by the **Data Breach**; and
- (4) image consulting costs to minimize damage to reputation of **Organization** or any **Subsidiary**.

**"Privacy Wrongful Act"** shall mean an actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the performance of the **Organization** or any **Subsidiary's** business that causes or fails to prevent:

- (1) the loss or theft of, or unauthorized access to, disclosure, copying, use or modification of **Protected Information** held or maintained by or on behalf of the **Organization** or any **Subsidiary**, including by a cloud service provider or other vendor for the **Organization** or any **Subsidiary**, if such theft, access, disclosure or use:
  - (a) results in identity theft or other misuse of such **Protected Information**;
  - or

**DATA SECURITY WRONGFUL ACTS AND PRIVACY  
WRONGFUL ACTS COVERAGE ENDORSEMENT**

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- (b) violates any federal, state, local or foreign law or regulation, or the **Organization** or any **Subsidiary's** published policies, regarding the maintenance, protection, use or disclosure of **Protected Information**;
- (2) violation of any federal, state, local or foreign law or regulation, or any publicly stated policy of the **Organization** or any **Subsidiary**, relating to **Protected Information** that:
  - (a) prohibits or restricts the **Insured's** collection, sharing or selling of **Protected Information**; or
  - (b) requires the **Insured** to provide access to **Protected Information** or upon request, correct incomplete or inaccurate **Protected Information**;  
or
- (3) any fraudulent website or electronic communication, including a phishing email, from impersonating the **Insured** and causing financial loss to any customer or client of the **Organization** or any **Subsidiary**.

**"Privacy Regulatory Fines and Penalties"** shall mean the sums the **Organization** or any **Subsidiary** is required to pay as part of the settlement or judgment of a covered **Regulatory Action**.

**"Protected Information"** shall mean:

- (1) any non-public personally identifiable information, including financial, medical or health care information, held or maintained by or on behalf of the **Insured** in connection with the **Organization's** or any **Subsidiary's** business operations, whether in electronic form or otherwise, which is protected from unauthorized access or disclosure by any federal, state, local or foreign law or regulation or by any publicly stated policy of the **Insured**; and
- (2) any confidential, non-public business information of a third party that is in the care or custody of the **Organization** or any **Subsidiary** pursuant to a confidentiality agreement between the **Organization** or any **Subsidiary** and such third party.

**"Regulatory Action"** shall mean a written request for information, civil investigation or administrative proceeding or civil proceeding brought by any local, state, federal or regulatory agency for any **Privacy Wrongful Act** in connection with a **Data Breach**. However, **Regulatory Action** shall not include any written request, investigation or proceeding brought by or on behalf of the Securities and Exchange Commission.

## **DATA SECURITY WRONGFUL ACTS AND PRIVACY WRONGFUL ACTS COVERAGE ENDORSEMENT**

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**“Regulatory Restitution Fund”** shall mean any sums deposited into a fund and used to provide compensation to individuals affected by a **Privacy Wrongful Act** as part of the settlement or judgment of a **Regulatory Action**.

4. Section III.Q. is amended by the addition of the following:

**Wrongful Act** shall also mean a **Data Security Wrongful Act** and a **Privacy Wrongful Act**.

AMENDMENT TO EXCLUSIONS
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1. Section IV.B. is deleted and replaced with the following:

**B.** to the extent it is insured in whole or in part by any other valid and collectible policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise; provided, however, that coverage for all **Data Breaches** and **Claims** for **Personal Injury Wrongful Acts**, **Data Security Wrongful Acts** and/or **Privacy Wrongful Acts** shall be specifically excess of any similar coverage provided pursuant to terms and conditions of any general liability policy, business owner policy or cyber liability policy issued to the **Organization** or any **Subsidiary**.

2. Section IV.D. is deleted and replaced with the following:

**D.** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for a **Privacy Wrongful Act**;

3. The **Insurer** shall not be liable for **Loss**, **Costs of Defense** or any other payment for any **Claim** made against any **Insured** or any **Data Breach** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged:

## **DATA SECURITY WRONGFUL ACTS AND PRIVACY WRONGFUL ACTS COVERAGE ENDORSEMENT**

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- (1) mechanical or electrical failure or outage, routine wear and tear, or a disruption or failure of any infrastructure service or utility supplied by a third-party, including but not limited to power, water, gas, communications or connectivity; provided, however, this exclusion shall not apply to a **Claim** for a **Privacy Wrongful Act**;
- (2) fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail or act of God or any other physical event, however caused;
- (3) price-fixing, restraint of trade or monopolization;
- (4) violation of any federal, provincial, state, local or foreign statute or regulation prohibiting or restricting unsolicited communications, regardless of whether such communication was transmitted via facsimile, email, text, telephone or otherwise, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act of 2003, the Canadian Anti-Spam Law (CASL) and the Telephone Consumer Protection Act (TCPA);
- (5) misappropriation, infringement or theft, or inducement of misappropriation, infringement or theft of trade secrets;
- (6) war including undeclared or civil war, or seizure, confiscation, expropriation, nationalization, or destruction of a **Computer System** by order of any governmental authority;
- (7) potential violation of any federal, state, foreign or local law or regulation and investigated or pursued by a federal, state, foreign or local regulatory agency or other governmental body, provided, however, this exclusion shall not apply to a **Regulatory Action**;
- (8) act, error, omission or circumstance, which was known by the President, Executive Director, Chairman of the Board, Chief Information Officer, Chief Technology Officer, Chief Security Officer, Risk Manager, General Counsel (or the functional equivalent of any of the foregoing) prior to the inception date of the first policy issued by the **Insurer** to the **Organization** and continuously renewed and which could have been reasonably foreseen to be the basis for a **Claim** or **Data Breach**, including, but not limited to, knowledge of security weaknesses, or vulnerabilities in software, hardware or firmware; or
- (9) breach of any express or implied contract, agreement, warranty or guarantee, including, but not limited to, any express or implied contract or agreement to pay royalties or to account for same; provided, however, this exclusion shall not apply to:



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- (a) any liability that an **Insured** would have incurred in the absence of such contract, agreement, warranty or guarantee; or
  - (b) a **Privacy Wrongful Act** when the actual or alleged breach of contract or agreement is to secure or maintain **Protected Information**.
- 4. The **Insurer** shall not be liable for **Loss, Costs of Defense** or any other payment for any **Claim** made against any **Insured** or any **Data Breach** for:
  - (1) any fees or costs to restore, replace or re-collect a **Data Asset** or to update or improve a **Data Asset** to a level beyond that which existed prior to any **Data Security Wrongful Act**;
  - (2) any fees or costs to correct or remediate software program errors, vulnerabilities, deficiencies or problems with any **Computer System**;
  - (3) any amounts incurred by any **Insured** prior to the date a **Claim** is reported to the **Insurer** pursuant to Section VII. or a **Data Breach** is reported pursuant to the Reporting Obligations set below;
  - (4) any overhead expenses of the **Organization** or any **Subsidiary**, including but not limited to compensation or benefits; or
  - (5) the economic or market value of any **Data Asset**.

AMENDMENTS TO LIMITS OF LIABILITY AND RETENTIONS
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- 1. Item 3. of the Declarations is amended by the addition of the following:
  - (c) \$50,000 Sublimit of Liability for all **Privacy Event Expenses** from all **Data Breaches**. This Sublimit is part of and not in addition to the Limit of Liability provided for in 3(a).
  - (d) \$250,000 Sublimit of Liability for all **Loss** from all **Claims**, including **Regulatory Actions**, for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).



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2. Item 4. of the Declarations is deleted and replaced with the following:

**Item 4. Retentions**

Insuring Agreement:

I.A.:	\$ <u>0</u>	Each <b>Claim</b> for <b>Data Security Wrongful Acts</b> or <b>Privacy Wrongful Acts</b>
I.B. and I.C.:	\$ <u>1,000</u>	Each <b>Claim</b> for <b>Data Security Wrongful Acts</b> or <b>Privacy Wrongful Acts</b>
	\$ <u>1,000</u>	Each Reimbursement for <b>Privacy Event Expenses</b> pursuant to Section VIII.D. of the Policy

3. Section V. of the Policy is amended by the addition of the following:

The “Each Reimbursement for **Privacy Event Expenses**” Retention amount stated in Item 4. of the Declarations is the **Organization’s** obligation for all **Privacy Event Expenses** from each **Data Breach**.

The “Each **Claim** for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**” Retention stated in Item 4. of the Declarations is the **Organization’s** obligation for each **Claim**, including any **Regulatory Action**. If a **Claim** and **Privacy Event Expenses** arise out of the same **Privacy Wrongful Act** or **Data Breach**, any amounts paid by the **Organization** in satisfaction of the “Each Reimbursement **Privacy Event Expenses**” Retention will also erode the “Each **Claim** for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**” Retention with respect to such **Claim**.

4. Section V.C. is deleted and replaced with the following:

C. **Costs of Defense** incurred by either the **Insurer** or **Insured** shall be subject to applicable Retention and the Limit of Liability for all **Claims**, including **Regulatory Actions**, for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**.

<b>REPORTING OBLIGATIONS FOR A DATA BREACH</b>
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After a **Data Breach** is first discovered by an **Insured**, the **Insured** shall, as a condition precedent to coverage pursuant to this endorsement:

- (a) notify the **Insurer** of the **Data Breach** as soon as practicable but in no event later than thirty (30) days after the **Data Breach** is first discovered;





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- (b) take reasonable measures to stop or mitigate the damage caused by such **Data Breach**;
- (c) give the **Insurer**, upon request, a detailed proof of the damage caused by such **Data Breach**;
- (d) submit, upon request of the **Insurer**, to examination under oath and give the **Insurer** a signed statement of the **Insured's** answers; and
- (e) cooperate with the **Insurer** in the investigation and settlement of any payments as a result of the **Data Breach**.

For the purposes of coverage extended by this endorsement, a **Data Breach** is "first discovered" when any **Insured** first becomes aware of facts that would cause a reasonable person to assume a **Privacy Wrongful Act** has occurred even though the exact amount or details of loss may not then be known.

Notice of the **Data Breach**, as required in (a) above, shall be given to the **Insurer** at the address indicated in Section VII.D. of the Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

## Great American Insurance Company Community Association Management Hotline

Great American Insurance Company is pleased to provide its Community Association Management Liability policyholders with limited access to the **Cole, Scott & Kissane Hotline Service**, a toll-free hotline designed to provide quick, practical guidance on day-to-day homeowner and condominium association issues.

This hotline allows eligible policyholders<sup>1</sup> to receive general guidance from Cole, Scott & Kissane. This guidance is included with the policy. The toll-free hotline is available from anywhere in the United States. Callers often will receive a response the same day, but almost always within 24 hours of placing a call. While there may be slight delays due to a particular attorney's trial or travel schedule or other commitments, CSK's policy is to return calls on the day they are received or within one (1) business day. Most hotline calls last about 10-15 minutes. If a call requires more time, additional time will be allotted. While you can call as often as you wish, the hotline is not a substitute for a relationship with counsel. Please remember to have your policy number available when you call.

The hotline is for receiving a general overview about legal issues. It may not be used to report or file a notice of claim. In order to report a claim, it is your responsibility to notify your insurance agent or broker and Great American Insurance Company in accordance with the terms of the insurance policy. If you have any questions about how to report a claim, contact your insurance agent or broker. Cole, Scott & Kissane, P.A., cannot answer any questions relating to whether an event is or is not covered under any policy or to what extent.

This program was developed in conjunction with Cole, Scott & Kissane, a law firm representing homeowner and condominium associations in Florida. With more than 320 attorneys in 11 offices throughout Florida, the firm has a recognized expertise in homeowner and condominium association related issues. Cole, Scott & Kissane is comprised of attorneys licensed to practice law in the State of Florida.<sup>2</sup>

The firm's attorneys are available to assist policyholders in managing and minimizing homeowner and condominium association management related claims.

*1 Eligible D&O policyholders include current board members of an insured association.*

*2 Please note that Cole, Scott & Kissane and its lawyers are licensed to practice in the state of Florida and cannot provide legal advice as it relates to questions or claims outside of the State of Florida.*

Coverage description is summarized. Refer to actual policy for a full description of applicable terms, conditions, limits and exclusions. The general guidelines provided by Cole, Scott & Kissane are not a substitute for complete legal advice and are provided to assist policyholders in the management of potential losses. In making this service available, Great American does not warrant that all losses can be controlled. The liability of Great American and its affiliated insurers is limited to the terms, limits and conditions of the insurance policies underwritten by any of them. © 2016 Great American Insurance Company, 301 E. Fourth St., Cincinnati, OH 45202. 4177-ELD (3/16)



**Access the  
Toll-Free Hotline:**

**844-280-2480**

*Please have your policy number  
available when you call.*

**csklegal.com**



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