



Common Policy Declarations

ACE Fire Underwriters Insurance Company

Named Insured and Mailing Address:

Country Oaks 1 Condominium Association Inc.
5434 Grand Blvd
New Port Richey, FL 34652

Policy Number: ADOFLF184303322

Policy Period: From 05-20-2025 to 05-20-2026 12.01 a.m. local time at 5434 Grand Blvd, New Port Richey, FL 34652.

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

Community Association Directors & Officers and Employment Practices Liability	\$940.00
Crime Coverage	\$148.00
FIGA 2023 Emergency Assessment Fee:	\$10.88
Taxes & Surcharge Amount:	\$10.88
Total Policy Premium	\$1,098.88

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its President and Secretary, and countersigned by a duly Authorized representative of the Insurer.

Signed: 
JOHN J. LUPICA, President
Authorized Representative

Date: _____

Broker: GATEWAY UNDERWRITERS AGENCY INC

Producer Code: 279330

Notice of Claims:

P.O. Box 5122

Scranton, PA 18505-3801

Toll Free: 844-539-3801

ChubbClaimsFirstNotice@Chubb.com

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Issued: 05-27-2025

Billing Selected: Agency

A.M. Best Rated A++

This Policy is issued by the stock insurance company listed above ("Insurer").

THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR IF ELECTED, THE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE POLICY. AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES AND LOSS SHALL BE APPLIED AGAINST THE RETENTION AMOUNTS. PLEASE READ THIS POLICY CAREFULLY.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE DEFINITIONS SECTION OF THIS POLICY.

Policy Number: ADOFLF184303322

Renewal of: New

Item A. **Parent Company & Principal Address:**
Country Oaks 1 Condominium Association Inc.
7715 Cosme Drive
Hudson, FL 34667

Item B.
Policy Period: From **05-20-2025** to **05-20-2026**
12:01 a.m. local time at the Principal Address shown in Item A.

Item C. Coverage Section(s):

INSURED PERSONS AND ORGANIZATION

1. Limit of Liability:
\$1,000,000 for each **Loss** (other than **Costs, Charges and Expenses**)
2. Aggregate Limit of Liability:
\$1,000,000 aggregate for all **Loss** (other than **Costs, Charges, and Expenses**)

Item D. Retention:
\$500 each **Claim**

Item E. Premium: \$940.00
FIGA 2023 Emergency Assessment Fee: \$9.40

Taxes & Surcharges Amount: \$9.40

Total Amount Due: \$949.40

Item F. **Extended Reporting Period**
1. One (1) year 30% of the premium set forth in Item E of the Declarations

2. Two (2) years
3. Three (3) years

75% of the premium set forth in Item E of the Declarations
120% of the premium set forth in Item E of the Declarations

As provided in subsection H of the General Terms and Conditions, only one of the above **Extended Reporting Period** options may be elected and purchased.

Item G.

NOTICE TO INSURER:

Phone:

800-433-0385 (Business Hours)
800-523-9254 (After Hours)

Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.

Mail:

Chubb North America Claims
PO Box 5122
Scranton, PA 18505-0554

FIRST NOTICES FAX:

877-395-0131 (Toll Free)

FIRST NOTICES EMAIL:

ChubbClaimsFirstNotice@Chubb.com

Item H.

Form Number

Forms attached at **Policy** issuance:

Form Number	Edition	Title
PF43716	0614	Community Association Directors & Officers and Employment Practices Liability Policy
PF43147	0614	COMMUNITY ASSOCIATION DIRECTORS & OFFICERS AND EMPLOYMENT PRACTICES LIABILITY POLICY
TRIA11e	0820	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
ALL43826b	0820	FRAUD WARNINGS
PF43847	0914	AMENDATORY ENDORSEMENT - FL
PF331106	0821	AMEND LIMITS OF LIABILITY (DEFENSE OUTSIDE THE LIMITS CAPPED)
PF45354	0115	Cap On Losses From Certified Acts of Terrorism
PF46593	0815	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
EPLIAssist	0329	EPL Assist
Cc1k11k	1024	Signatures (All states except OH)

Item I.

Producer Name and Mailing Address
GATEWAY UNDERWRITERS AGENCY INC.
1170 DEVON PARK DRIVE NULL
WAYNE, PA 19087
Producer Code: 279330



COMMERCIAL CRIME POLICY DECLARATIONS (STATE OF FLORIDA)

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

Coverage Is Written:

☒ Primary ☐ Excess ☐ Coindemnity ☐ Concurrent

Company Name:	ACE Fire Underwriters Insurance Company
Producer Name:	Pradeep Kulkarni
Named Insured:	Country Oaks 1 Condominium Association Inc. (Also list any Employee Benefit Plan(s) included as Insureds)
Mailing Address:	5434 Grand Blvd New Port Richey, FL 34652
Policy Period	
From:	05-20-2025
To:	05-20-2026

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft	\$ 100,000	\$ 1,000
2. Forgery Or Alteration	Not Covered	Not Covered
3. Inside The Premises – Theft Of Money and Securities	Not Covered	Not Covered
4. Inside the Premises – Robbery & Safe Burglary	Not Covered	Not Covered
5. Outside The Premises	Not Covered	Not Covered
6. Computer Fraud + Fund Transfer	\$ 100,000	\$ 1,000
7. Money Orders and Counterfeit Paper Currency	Not Covered	Not Covered

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy are deleted.

If Added By Endorsement:		
Insuring Agreement	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
Fraudulent Impersonation (Social Engineering Fraud)	\$ 10,000	\$ 1,000
	\$	\$
	\$	\$

Endorsements Forming Part Of This Policy When Issued:

Form Number	Edition	Title
TRIA11e	0820	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CR0022	1115	COMMERCIAL CRIME POLICY(DISCOVERY FORM)
CR2502	1010	INCLUDE DESIGNATED AGENTS AS EMPLOYEES
FL261340FL	0918	FRAUDULENT INSTRUCTIONS EXCLUSION - FLORIDA
CR0417	1115	FRAUDULENT IMPERSONATION
ALL43826b	0820	FRAUD WARNINGS
CR0206	0212	FLORIDA CHANGES
PF331106	0821	AMEND LIMITS OF LIABILITY (DEFENSE OUTSIDE THE LIMITS CAPPED)
ALL20887A	0316	CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES
PF45354	0115	Cap On Losses From Certified Acts of Terrorism
PF46593	0815	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF17914a	0416	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
Cc1k11k	1024	Signatures (All states except OH)

***State Fees**

The state requires the following surcharges be applied in addition to the above quoted premium. Some exemptions apply. Collection and remittance of premium surcharges for admitted policies, if applicable, are the responsibility of the Carrier.

Premium: \$148.00

FIGA 2023 Emergency Assessment Fee : \$1.48

Total Crime Amount: \$149.48

Cancellation Of Prior Insurance Issued By Us:

By acceptance of this Policy, you give us notice cancelling prior Policy Numbers

; the cancellation to be effective at the time this Policy becomes effective.

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:



Premium Surcharges

The following surcharges will apply in addition to the premium. Some exemptions apply. Premium surcharges are subject to change at the anniversary dates of multiyear policies paid in annual installments. Collection and remittance of premium surcharges for surplus lines policies, if applicable, are the responsibility of the surplus lines broker.

Florida Insureds

- FIGA 2023 Emergency Assessment - 1.0%
Expiration date to be advised by FIGA

Kentucky Insureds

- Premium Surcharge 1.8%
- Local Government Premium Tax Varies by municipality

New Jersey Insureds

- NJ Property-Liability Insurance Guaranty Association 0.3%

West Virginia Insureds

- Premium Surcharge 0.55%

All Other Insureds

Separate fees and/or taxes may be applicable. All surcharges, fees/taxes or premium assessments are subject to change at the anniversary dates of multiyear policies paid in annual installments.

**Community Association
Directors & Officers and
Employment Practices
Liability Policy®**

In consideration of the payment of premium, in reliance on the **Application** and subject to the Declarations, terms and conditions of this **Policy**, the **Insurer** and the **Insureds** agree as follows:

A. INSURING AGREEMENT WITH FULL PRIOR ACTS COVERAGE

Insurer shall pay the **Loss** of the **Insureds** which the **Insureds** have become legally obligated to pay by reason of a **Claim** first made against an **Insured** during the **Policy Period** or, if elected, the **Extended Reporting Period**, and reported to the **Insurer** pursuant to Section K of this **Policy**, for a **Wrongful Act** or **Employment Practices Wrongful Act** taking place:

1. prior to the expiration date of the **Policy Period**; or
2. prior to cancellation or nonrenewal of the **Policy Period**; and

arising solely out of such **Insured's** duties on behalf of the **Company**.

B. UNLIMITED EXTENSION

If the **Parent Company** cancels or non-renews this **Policy** for any reason other than being sold, acquired or bankrupt, each **Insured Person** who was not actively serving on behalf of the **Company** at the time of the cancellation or nonrenewal shall be provided an unlimited extension of time to report any **Claims** for a **Wrongful Act** first made against the **Insured Person** after the date of such cancellation or non-renewal. If the **Claim** is for an **Employment Practices Wrongful Act**, the unlimited extension of time to report a **Claim** applies to the former directors and officers only and not to any other former **Insured Persons**. This extension of time to report **Claims** shall be afforded only in the event that (a) the **Wrongful Act** or **Employment Practices Wrongful Act** was committed before the date of cancellation or non-renewal, and (b) no directors and officers liability policy, or policy providing essentially the same type of coverage, or extended reporting period, is in effect at the time the **Claim** is made.

C. DEFINITIONS

All definitions shall apply equally to the singular and plural forms of the respective words.

1. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any previous policies issued by the **Insurer** providing continuous coverage until the inception of this **Policy**. All such applications, attachments, information, materials and documents are deemed attached to and incorporated into this **Policy** as if physically attached hereto.
2. **Claim** means:
 - a) any written notice received by any **Insured** that any natural person or entity intends to hold such **Insured** responsible for a **Wrongful Act** or an **Employment Practices Wrongful Act**; or
 - b) any written demand received by and against any **Insured** for monetary damages or nonmonetary or injunctive relief, seeking to hold such **Insured** responsible for a **Wrongful Act** or an **Employment Practices Wrongful Act**; or

- c) any judicial or administrative proceeding initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Act** or an **Employment Practices Wrongful Act**, including any proceeding conducted by the Equal Employment Opportunity Commission or similar federal, state or local agency, and any appeal therefrom.

A **Claim** shall be deemed first made when an **Insured** or her, his or its legal representative or agent first receives notice of a **Claim**.

3. **Company** means:

- a) the **Parent Company**; and
- b) any **Subsidiary**,

and includes any such entity as a debtor-in-possession or the bankruptcy estate of such entity under United States bankruptcy law or an equivalent status under the law of any other jurisdiction.

4. **Construction Defect** means 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:

- a) defective or incorrect architectural plans or other designs;
- b) defective or improper soil testing;
- c) defective, inadequate or insufficient protection from subsoil or earth movement or subsidence;
- d) construction, manufacture or assembly of any tangible property;
- e) failure to provide or pay for any construction-related goods or services; or
- f) supervision or management of any construction-related activities.

5. **Costs, Charges and Expenses** means reasonable and necessary legal costs, charges, fees and expenses incurred by the **Insurer**, or by any **Insured** with the **Insurer's** consent, in defending **Claims** and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to apply for or furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability. **Costs, Charges and Expenses** do not include salaries, wages, fees, overhead or benefit expenses of or associated with any **Insured**.

6. **Domestic Partner** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Company**.

7. **Discrimination** means

- a) termination of an employment relationship; or
- b) demotion or failure to hire or promote any natural person; or
- c) any other limitation or classification of an **Employee** or applicant for employment which would deprive a natural person of employment opportunities or adversely affect any natural person's status as an **Employee**;

on account of race, color, religion, age, sex, disability, pregnancy, national origin, marital status, sexual orientation or other protected class or characteristic established under applicable federal, state or local statute, ordinance, regulation or order.

8. **Employee** means any natural person whose labor or service is engaged and directed by the **Company** while performing duties related to the conduct of the **Company's** business, including leased, part-time, seasonal and temporary workers, volunteers and interns. An

Employee's status as an **Insured** will be determined as of the date of the **Wrongful Act or Employment Practices Wrongful Act** that resulted in the **Claim**.

9. **Employment Practices Wrongful Act** means any:

- a) **Discrimination**;
- b) **Harassment**;
- c) **Wrongful Termination**;
- d) wrongful deprivation of a career opportunity;
- e) employment-related defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, or invasion of privacy, or the giving of negative or defamatory statements in connection with an **Employee** reference;
- f) wrongful failure or refusal to adopt or enforce workplace or employment practices, policies or procedures;
- g) wrongful discipline;
- h) employment-related wrongful infliction of emotional distress, mental anguish, or humiliation;
- i) **Retaliation**;
- j) negligent evaluation, supervision or training;
- k) negligent violation of the Uniformed Services Employment & Reemployment Rights Act;
- l) negligent violation of the Family and Medical Leave Act of 1993;
- m) negligent violation of state law having the same or substantially similar purpose as the acts in (k) and (l) above; or
- n) acts described in clauses (a) through (m) above arising from the use of the **Company'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 **Company's** Internet, email, telecommunication or similar systems;

committed or allegedly committed by the **Company** or by an **Insured Person** acting solely within his or her capacity as such involving and brought by any **Employee**, former **Employee** or applicant for employment with the **Company** or asserted by any **Employee**, former **Employee** or applicant for employment with the **Company**, against an **Insured Person** because of his/her status as such.

10. **Extended Reporting Period** means the period described in Item F of the Declarations which is elected and purchased pursuant to Section F below.

11. **Harassment** means:

- a) sexual harassment including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that are made a condition of employment, used as a basis for employment decisions, or create a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance; or
- b) other harassment which creates a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance.

12. **Insured Persons** means all natural persons who were, now are or shall become:

- a) a director, officer, trustee, volunteer or committee member of the **Company**; and
- b) an **Employee**,

including estates, heirs, legal representatives or assigns in the event of death, incapacity or bankruptcy.

13. **Insureds** means the **Company** and **Insured Persons**.
14. **Insurer** means the insurance company providing this insurance and identified in the **Policy** Declarations.
15. **Interrelated Wrongful Acts** means all **Wrongful Acts** and all **Employment Practices Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of facts, circumstances, situations, events, transactions or causes. **Interrelated Wrongful Acts** shall be deemed to be one **Wrongful Act** or **Employment Practices Wrongful Act** and shall be deemed to have commenced at the time of the earliest **Wrongful Act** or **Employment Practices Wrongful Act**.
16. **Loss** means the damages, judgments, settlements, front pay and back pay, pre-judgment or post-judgment interest awarded by a court and incurred by any of the **Insureds**. **Loss** does not include:
 - a) taxes, fines or penalties;
 - b) matters uninsurable under the laws pursuant to which this **Policy** is construed;
 - c) punitive or exemplary damages, liquidated damages awarded by a court pursuant to a violation of the Equal Pay Act, the Age Discrimination in Employment Act or the Family Medical Leave Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any common or statutory federal, state or local law, or the multiple portion of any multiplied damage award, except to the extent that such punitive, exemplary, or liquidated damages or the multiple portion of any multiplied damage award are insurable under the internal laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insureds**, **Insurer**, this **Policy** or the **Claim** giving rise to such damages;
 - d) the cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgment, settlement or governmental authority;
 - e) amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
 - f) disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing benefit payments;
 - g) any amount owed as wages, compensation or commission to any **Employee**, other than front pay or back pay; or
 - h) any amount for which the **Insured** is not financially liable or legally obligated to pay.
17. **Organic Pathogen** means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.
18. **Parent Company** means the entity first named in Item A of the **Policy** Declarations.
19. **Policy** means, collectively, the Declarations, the **Application**, this policy form and any endorsements.
20. **Policy Period** means the period from the effective date and hour of the inception of this **Policy** to the **Policy** expiration date and hour as set forth in Item B of the **Policy** Declarations, or its earlier nonrenewal or cancellation date and hour, if any.
21. **Retaliation** means any actual or alleged retaliatory treatment of an **Employee** on account of:

- a) the disclosure or threat of disclosure by an **Employee** to a superior or to any governmental agency of any act by any **Insureds** where such act is alleged to be a violation of any federal, state local or foreign law, whether common or statutory, or any rule or regulation promulgated thereunder;
- b) the actual or attempted exercise by an **Employee** of any right that such **Employee** has under law, including rights under any worker's compensation law, the Family and Medical Leave Act of 1993, the Americans with Disabilities Act or any other law relating to employee rights;
- c) the filing of any claim under the Federal False Claims Act or any similar federal, state, local or foreign whistleblower law or whistleblower provision of any law;
- d) any legally-protected **Employee** work stoppage or slowdown; or
- e) an **Employee** assisting, cooperating or testifying in any proceeding or investigation into whether an **Insured** violated any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder.

22. **Subsidiary** means:

- a) any entity of which the **Parent Company** owns more than 50% as of the effective date of this **Policy** and which is disclosed as a subsidiary in an **Application** to the **Insurer**;
- b) any non-profit entity formed or acquired after the effective date of this **Policy** if:
 - i. its assets total less than 25% of the total consolidated assets of the **Parent Company** at the time of formation or acquisition; and
 - ii. the formation or acquisition with full particulars about the new **Subsidiary** has been disclosed to **Insurer** by the **Parent Company** as soon as practicable but no later than the expiration date of this **Policy**, or effective date of cancellation or non-renewal, if any;
- c) any non-profit entity formed or acquired after the effective date of this **Policy** if its assets total more than 25% of the total consolidated assets of the **Parent Company**, or any for-profit entity formed or acquired after the effective date of this **Policy**, if the:
 - i. **Parent Company** provides written notice to the **Insurer** of such **Subsidiary** as soon as practicable but within sixty (60) days of the formation or acquisition of the **Subsidiary**; and
 - ii. **Parent Company** provides the **Insurer** with such information as the **Insurer** may deem necessary to determine the insurability of the **Subsidiary**; and
 - iii. **Parent Company** accepts any special terms, exclusions, limitations, conditions or premium imposed by the **Insurer**; and
 - iv. **Insurer**, in its sole discretion, agrees to insure the **Subsidiary**.

23. **Third Party** means any natural person with whom an **Insured**, in their capacity as such, interacts while performing duties related to the conduct of the business of the **Company**; provided, however, **Third Party** shall not include any **Employee**.

24. **Third Party Discrimination** means any actual or alleged discrimination by an **Insured** in their capacity as such against a **Third Party** based upon the **Third Party's** race, color, religion, age, sex, disability, pregnancy, national origin, marital status, sexual orientation or other protected class or characteristic established under applicable federal, state or local statute ordinance, regulation or order, while such **Insured** is performing duties related to the conduct of the business of the **Company**.

25. **Third Party Harassment** means any actual or alleged:

- a) sexual harassment including any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature against a **Third Party**; or
- b) other harassment which creates an environment that is hostile, intimidating or offensive to a **Third Party**;

committed or allegedly committed by an **Insured** in their capacity as such while the **Insured** is performing duties related to the conduct of the business of the **Company**.

26. **Transaction** means:

- a) the acquisition by any natural person or entity of more than 50% of the assets of the **Parent Company**; or
- b) the merger or consolidation of the **Parent Company** into another entity such that the **Parent Company** is not the surviving entity; or
- c) another entity, person or group of entities and/or natural persons acting in concert acquires the right to elect or select a majority of the directors of the **Parent Company**; or
- d) the sale by the **Parent Company** of all or substantially all of its assets.

27. **Wrongful Act** means any:

- a) actual or alleged act, error, omission, misleading statement, misstatement, neglect, or breach of duty:
 - i. committed or attempted by an **Insured Person**, arising solely from duties conducted on behalf of the **Company**; or
 - ii. committed or attempted by the **Company**; or
 - iii. asserted against an **Insured Person** because of an actual or alleged act, error, omission, misleading statement, misstatement, neglect, or breach of duty allegedly committed or attempted by the **Company**; or
- b) **Third Party Discrimination**; or
- c) **Third Party Harassment**.

D. EXCLUSIONS

Insurer shall not be liable for **Loss or Costs, Charges and Expenses** on account of any **Claim** made against an **Insured** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

- 1. any actual or alleged bodily injury, sickness, humiliation, mental anguish, emotional distress, invasion of privacy, assault, battery, disease or death of any natural person, or theft, conversion, misappropriation or damage to or destruction of any tangible or intangible property including loss of use thereof or slander of title, whether or not such property is physically injured; provided, however, this exclusion shall not apply to:
 - a) **Claims** for defamation that result from a **Wrongful Act**. However, coverage afforded for defamation shall be only excess over the **Insured's** primary general liability policy, and any such excess coverage hereunder shall follow the terms and conditions of such general liability policy. Failure to maintain a general liability policy shall not create primary coverage under this **Policy**; or
 - b) **Claims** for mental anguish, emotional distress, invasion of privacy, or humiliation, libel, slander or defamation that result from an **Employment Practices Wrongful Act**;
- 2. conduct of the **Insured** or at the **Insured's** direction that is fraudulent, dishonest, criminal or with the intent to cause damage; provided, however this exclusion shall not apply to **Costs, Charges and Expenses** unless and until such excluded conduct is established by final and

non-appealable judgment or adjudication. No **Wrongful Act** of one or more **Insureds** shall be imputed to any other **Insureds** for the purpose of determining the applicability of this exclusion;

3. any of the **Insureds** gaining any profit, remuneration or advantage to which the **Insured** was not legally entitled. Provided, however, this exclusion shall not apply to any **Costs, Charges and Expenses** unless and until such excluded gain is established by a final and non-appealable judgment or adjudication. No **Wrongful Act** of one or more **Insureds** shall be imputed to any other **Insured** for the purpose of determining the applicability of this exclusion;
4. any actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants** into or upon land, the atmosphere or any water course or body of water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature; or any direction, demand, order or request that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;

For purposes of this exclusion:

Pollutants means any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, biological, bacterial or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including materials to be reconditioned, recycled or reclaimed). **Pollutants** shall also mean any other air emission or particulate, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus, organic irritant or contaminant including mold, mildew or biogenic aerosol, and any mycotoxins, spores, scents or byproducts produced or released by fungi, and electric or magnetic or electromagnetic fields;

5. any form of **Organic Pathogen** including the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Organic Pathogens**, including water damage that results or is alleged to result in the existence of **Organic Pathogens**, whether or not such actual, alleged or threatened existence, discharge, dispersal, release, escape, seepage, migration or disposal is sudden, accidental, intentional or gradual in nature or whether or not any resulting injury, damage, devaluation of property, cost or expense is expected or intended from the perspective of the **Insured**. There will be no coverage for the **Insured's** failure or alleged failure to discover or disclose the existence of **Organic Pathogens** from any source whatsoever or water damage that results or is alleged to result in the existence of **Organic Pathogens**. In addition, this Policy does not cover fines and penalties arising out of any governmental direction, or any request of any private party or citizen action that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Organic Pathogens** or any **Claim** for the taking, use, acquisition or interference with rights of others in property or air space;
6. any radioactive, toxic or explosive properties of nuclear material which includes, but is not limited to, source material, special nuclear material and by-product material as those terms are defined in the Atomic Energy Act of 1954, any rules, regulations and amendments thereto, and any similar provisions in any common or statutory federal, state or local law and any rules, regulations and amendments thereto;
7. any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Insured Person**, or any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (except Section 510 of such Act), 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, all as amended, or any

rules, regulations and amendments thereto and any similar provisions in any common or statutory federal, state or local law and any rules, regulations and amendments thereto. Provided, however, this exclusion does not apply to that part of any such **Claim** alleging violations of the Equal Pay Act or **Retaliation** arising from any **Insured's** actual or alleged violation of such laws;

8. any **Claim** by, at the behest of, or on behalf of any **Insured** other than a:
 - a) derivative action brought and maintained on behalf of, in the name of or in the right of the **Company**, but only if brought and maintained totally independent of and without the solicitation, assistance, participation or intervention of any **Insured**; or
 - b) **Claim** for contribution or indemnity that is brought and maintained by or on behalf of any **Insured Person** and which is part of or results directly from a **Claim** which is otherwise covered by this **Policy**; or
 - c) **Claim** brought and maintained by an **Insured Person** for an **Employment Practices Wrongful Act**; or
 - d) **Claim** that is brought and maintained by or on behalf of any former director, trustee, officer, volunteer or committee member, but only if such **Claim** does not arise out of, directly or indirectly result from, is in consequence of, or in any way involves any **Wrongful Act**, **Employment Practices Wrongful Act**, responsibilities, actions, or failure to act by the **Insured** during the tenure of service to the **Insured** by such former director, trustee, officer, volunteer or committee member.
9. any **Claim** made by or against any builder, developer, or sponsor in their capacity as such;
10. any actual or alleged liability of any **Insured**, in whole or in part, including but not limited to actions for contribution or indemnity related to or for any **Construction Defect**;
11. any:
 - a) **Claim**, prior or pending litigation or administrative or regulatory proceeding, demand, arbitration, decree or judgment or formal or informal governmental investigation or inquiry, including without limitation any investigation by the U.S. Department of Labor or the U.S. Equal Employment Opportunity Commission of which any **Insured** had written notice before the effective date of this **Policy**; or
 - b) fact, circumstance, situation, transaction, event, **Wrongful Act** or **Employment Practices Wrongful Act** which, before the effective date of this **Policy**, was the subject of any notice by any **Insured** under any other similar insurance policy; or
 - c) any future **Claim**, litigation, proceeding, demand, arbitration, decree, judgment or governmental investigation or inquiry based upon the same or essentially the same matters described in 11a and 11b immediately above;
12. any **Wrongful Act** or **Employment Practices Wrongful Act** actually or allegedly committed or attempted by a **Subsidiary** or **Insured Persons** thereof before the date such entity became a **Subsidiary** or after the date such entity ceased to be a **Subsidiary**;
13. any actual or alleged responsibility, obligation or duty of any **Insured** pursuant to any workers compensation, unemployment compensation law, social security, disability benefits or pension benefits or similar law; provided, however, that this exclusion shall not apply to that part of any such **Claim** alleging **Retaliation**;
14. any strike, lockout, replacement of workers, picket line or any similar actions resulting from labor disputes or labor negotiations, provided, however, that this exclusion shall not apply to that part of any such **Claim** alleging **Retaliation**;
15. any (i) improper payroll deductions, unpaid wages, misclassification of exempt or non-exempt employee status, compensation earned by or due to the claimant but not paid by the **Insured** (including but not limited to commission, vacation and sick days, retirement benefits,

- and severance pay), overtime pay for hours actually worked or labor actually performed by any **Employee** of a **Company**, or any violation of any common or statutory federal, state, local or foreign law that governs the same topic or subject, or any rules, regulations or amendments thereto; or (ii) any violation of the responsibilities, obligations or duties imposed by the Fair Labor Standards Act (except the Equal Pay Act), as amended, or any rules, regulations and amendments thereto, or similar provisions of any common or statutory federal, state, local or foreign law or any rules, regulations and amendments thereto. Provided, however, this exclusion does not apply to any back pay or front pay allegedly due as the result of discrimination, or that part of any such **Claim** alleging **Retaliation**;
16. the actual or alleged breach of any express contract or agreement, provided, however this exclusion shall not apply to **Costs, Charges and Expenses** incurred in such **Claim**;
 17. any costs or actual or alleged liability resulting from the modification of any real or personal property to make such real or personal property more accessible or accommodating. This exclusion shall not apply to **Costs, Charges and Expenses** associated with such **Claim**, however, **Costs, Charges and Expenses** shall be a part of and not in addition to the Limit of Liability stated in Item C of the **Policy** Declarations;
 18. any **Wrongful Act, Employment Practices Wrongful Act**, fact, circumstance, or situation likely to give rise to a **Claim** of which any person who signed the **Application** had knowledge or a reasonable basis to anticipate might result in a **Claim** prior to the earlier of the inception date of this **Policy** or the inception date of the first **Policy** of this type issued by the **Insurer** to the **Parent Company**, provided that the **Insurer** has provided continuous coverage for the **Parent Company** from such date to the inception date of this **Policy**;
 19. any **Wrongful Act, Employment Practices Wrongful Act**, fact circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time, or any other **Wrongful Act or Employment Practices Wrongful Act** whenever occurring which, together with a **Wrongful Act or Employment Practices Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**.

E. LIMITS OF LIABILITY AND RETENTIONS

1. Limits of Liability:
 - a) The amount set forth in Item C1 of the **Policy** Declarations shall be the maximum aggregate limit of liability for the payment of all **Loss** from each **Claim** under this **Policy**, subject to (i) subsection 1b) immediately below, and (ii) additional payments for **Costs, Charges and Expenses** as set forth in subsection 1d) immediately below;
 - b) The amount set forth in Item C2 of the **Policy** Declarations shall be the maximum aggregate limit of liability for payment of all **Loss** for all **Claims** under this **Policy**, subject to additional payments for **Costs, Charges and Expenses** as set forth in subsection 1d) immediately below;
 - c) The Limit of Liability for the **Extended Reporting Period**, if applicable, shall be a part of and not in addition to the limit specified in Item C of the **Policy** Declarations;
 - d) Payments of **Loss** by **Insurer** shall reduce the Limits of Liability under this **Policy**. Payments of **Costs, Charges and Expenses** are in addition to and shall not reduce the Limits of Liability. However, if such Limits of Liability are exhausted by payment of **Loss**, the obligations of the **Insurer** under this **Policy**, including those for **Costs, Charges and Expenses**, are completely fulfilled and extinguished.
2. Retention:
 - a) The liability of the **Insurer** shall apply in each **Claim** only to that part of **Loss** which is excess of the Retention amount shown in Item D of the **Policy** Declarations. Such Retention shall be borne uninsured by the **Insureds** and at their own risk;

- b) The **Insurer** shall have no obligation to pay any part or all of the Retention specified in Item D of the **Policy** Declarations for any **Claim** on behalf of an **Insured**. If the **Insurer**, at its sole discretion, elects to pay any part or all of the Retention, the **Insureds** agree to repay such amounts to the **Insurer** upon demand;
 - c) The Retention shall not apply to **Loss** or **Costs, Charges and Expenses** paid on behalf of an **Insured Person** for a **Wrongful Act** or an **Employment Practices Wrongful Act** to the extent the **Company** has not indemnified such **Insured Person** for such **Loss** or **Costs, Charges and Expenses**, subject to the terms and conditions of subsection d) immediately below;
 - d) Regardless of whether **Loss** and **Costs, Charges and Expenses** resulting from any **Claim** against an **Insured Person** is actually indemnified in fact by the **Company**, the Retention set forth in the **Policy** Declarations shall apply to any **Loss** and **Costs, Charges and Expenses** if indemnification of the **Insured Persons** by the **Company** is legally permissible. The certificate of incorporation, charter, articles of association or other organizational documents of the **Company**, including bylaws and resolutions, shall be deemed to have been adopted or amended to provide indemnification to the **Insured Persons** to the broadest extent permitted by law. However, if an **Insured Person** is not indemnified for **Loss** and **Costs, Charges and Expenses** solely by reason of the **Company's** financial insolvency or because indemnification is not legally permissible, the **Insured Person's** Retention as stated on the **Policy** Declarations shall be amended to \$0. This change in Retention shall not affect any other terms or conditions of this **Policy**.
3. All **Claims** arising out of the same **Wrongful Act** or the same **Employment Practices Wrongful Act** and all **Interrelated Wrongful Acts**, shall be deemed to be a single **Claim**, and such **Claim** shall be deemed to have been made at the earliest of the following times, regardless of whether such date is before or during the **Policy Period**:
- a) the time at which the earliest **Claim** involving the same **Wrongful Act, Employment Practices Wrongful Act** or **Interrelated Wrongful Acts** is first made; or
 - b) the time at which the **Claim** involving the same **Wrongful Act, Employment Practices Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to subsection K2 below.

F. EXTENDED REPORTING PERIOD

- 1. If this **Policy** is cancelled or is not renewed for any reason other than non-payment of premium, then the **Parent Company** shall have the right, upon payment of the additional applicable premium calculated at that percentage shown in Item F of the Declarations of the total premium for this **Policy**, to purchase an extension of the coverage granted by this **Policy** with respect to any **Claim** first made during the period of time set forth in Item F of the Declarations after the effective date of such cancellation or, in the event of a refusal to renew, after the **Policy** expiration date, but only with respect to any **Wrongful Act** committed before such date.
- 2. As a condition precedent to the right to purchase the **Extended Reporting Period** set forth in subsection F1 above, the total applicable premium for the **Policy** must have been paid. Such right to purchase the **Extended Reporting Period** shall terminate unless written notice, together with full payment of the premium for the **Extended Reporting Period**, is received by **Insurer** within thirty (30) days after the effective date of cancellation, or, in the event of a refusal to renew, within thirty (30) days after the **Policy** expiration date. If such notice and premium payment is not so given to **Insurer**, there shall be no right to purchase the **Extended Reporting Period**.

3. In the event of the purchase of the **Extended Reporting Period**, the entire premium therefore shall be deemed earned at the commencement of the **Extended Reporting Period**.
4. The exercise of the **Extended Reporting Period** shall not in any way increase or reinstate the limit of **Insurer's** liability under this **Policy**.
5. Coverage for **Claims** or circumstances which ultimately lead to **Claims** first received and reported during the **Extended Reporting Period** shall be in excess over any other valid and collectible insurance providing coverage for such **Claims**.⁷

G. PROPERTY MANAGER/MANAGEMENT COMPANY EXTENSION

The property manager and management company is included as an additional insured, but only with respect to **Claims** arising out of **Wrongful Acts** or **Employment Practices Wrongful Acts** while acting within the scope of his, her or its duties on behalf of the **Insured**. However, there shall be no coverage afforded for a **Claim** brought by or on behalf of the property manager or management company, any current or former **Employee** thereof, or any applicant for employment with the property manager or management company.

H. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** of natural persons who are **Insureds** shall be considered **Insureds** under this **Policy**; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** only for a **Claim** arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from the natural person who is an **Insured** to the spouse or **Domestic Partner**. No coverage is provided for any **Wrongful Act** or **Employment Practices Wrongful Act** of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All of the terms and conditions of this **Policy** including, without limitation, the Retentions applicable to **Loss** incurred by natural persons who are **Insureds** shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners**.

I. SETTLEMENT AND DEFENSE

1. It shall be the duty of the **Insurer** and not the duty of the **Insureds** to defend any **Claim**. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The **Insurer's** duty to defend any **Claim** shall cease when the Limits of Liability have been exhausted by the payment of **Loss**.
2. The **Insurer** may make any investigation it deems necessary and shall have the right to adjust, defend, appeal and settle any **Claim**, provided, however, no settlement shall be made without the consent of the **Parent Company**, such consent not to be unreasonably withheld.
3. The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Costs, Charges and Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the prior written consent of the **Insurer**, except at personal cost. The **Insured** shall not demand or agree to arbitration of any **Claim** without the written consent of the **Insurer**. The **Insurer** shall not be liable for any settlement, **Costs, Charges and Expenses**, assumed obligation or admission to which it has not consented. The **Insureds** shall promptly send to the **Insurer** all settlement demands or offers received by any **Insured** from any claimant.

4. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** reasonably requests and agree that, in the event of a **Claim**, the **Insureds** will do nothing that shall prejudice the position of the **Insurer** or its potential or actual rights of recovery. Upon the **Insurer's** request, the **Insured** shall submit to examination and interrogation by a representative of the **Insurer**, under oath if required, and shall attend hearings, depositions, and trials, and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Insurer's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Insurer**.
5. The **Insured** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insured** or the **Insurer** may have, including the execution of such documents as are necessary to enable the **Company** to bring suit in the **Insured's** name, and shall provide all other assistance and cooperation which the **Insurer** may reasonably require.

J. PAYMENT PRIORITY

If the amount of any **Loss** which is otherwise due and owing by the **Insurer** exceeds the then-remaining Limit of Liability applicable to the **Loss**, the **Insurer** shall pay the **Loss**, subject to such Limit of Liability, in the following priority:

1. First, the **Insurer** shall pay any otherwise covered **Loss** of the **Insured Persons** in excess of the Retention shown in Item D of the Declarations; and
2. Second, only if and to the extent the payment under subsection 1 immediately above does not exhaust the applicable Limit of Liability, the **Insurer** shall pay any otherwise covered **Loss** of the **Company** in excess of the Retention shown in Item D of the Declarations.

K. NOTIFICATION

1. As a condition precedent to their rights to payment under this **Policy**, the **Insureds** shall give to **Insurer** written notice of any **Claim** made against the **Insureds** as soon as practicable, but in no event later than: (a) sixty (60) days after the expiration of the **Policy Period**; (b) the last date of the an **Extended Reporting Period** if one has been purchased; or (c) the effective date of cancellation or nonrenewal, if an **Extended Reporting Period** has not been purchased.
2. If, during the **Policy Period** or the **Extended Reporting Period**, any **Insured** (i) first becomes aware of facts or circumstances which may reasonably give rise to a future **Claim** covered under this **Policy**, and (ii) during the **Policy Period** or the **Extended Reporting Period**, if purchased, gives written notice to **Insurer** as soon as practicable of:
 - a) a description of the **Wrongful Act** or **Employment Practices Wrongful Act** allegations anticipated;
 - b) the identity of the potential claimants;
 - c) the circumstances by which the **Insureds** first became aware of the **Wrongful Act** or **Employment Practices Wrongful Act**;
 - d) the identity of the **Insureds** allegedly involved;

- e) the consequences which have resulted or may result; and
- f) the nature of the potential monetary damages and non-monetary relief;

then any **Claim** made subsequently arising out of such **Wrongful Act** or **Employment Practices Wrongful Act** shall be deemed to have been made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** or **Employment Practices Wrongful Act** results in a **Claim**.

- 3. Notice to **Insurer** shall be given to the address specified in Item G1 of the **Policy** Declarations.

L. CANCELLATION AND NON-RENEWAL

- 1. By acceptance of this **Policy**, the **Insureds** hereby confer to the **Parent Company** the exclusive power and authority to cancel this **Policy** on their behalf. The **Parent Company** may cancel this **Policy** by surrender thereof to the **Insurer**, or by mailing written notice to the **Insurer** stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall be the date the **Insurer** received such notice or any later date specified in the notice, and such effective date shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
- 2. This **Policy** may be cancelled by the **Insurer** only for nonpayment of premium, by mailing written notice to the **Parent Company** stating when such cancellation shall be effective, such date to be not less than ten (10) days from the date of the written notice. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the **Insurer** shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then the notice period shall be deemed to be the minimum notice period permitted under the governing law or regulation.
- 3. If this **Policy** is cancelled by the **Insurer**, the **Insurer** shall retain the pro rata proportion of the premium therefore. Payment or tender of any unearned premium by **Insurer** shall not be a condition precedent to the effectiveness of cancellation. If this **Policy** is cancelled by the **Parent Company**, the **Insurer** shall retain the customary short rate proportion of the premium.
- 4. In the event the **Company** refuses to renew this **Policy**, the **Company** shall mail to the **Parent Company**, not less than sixty (60) days prior to the end of the **Policy Period**, written notice of non-renewal. Such notice shall be binding on all **Insureds**.

M. WARRANTY AND SEVERABILITY

1. The **Insureds** represent and warrant that the particulars and statements contained in the **Application** are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**. By acceptance of this **Policy**, the **Insureds** agree that the statements in the **Application** are their representations, that such representations shall be deemed material to the acceptance of the risk or the hazard assumed by **Insurer** under this **Policy**, and that this **Policy** is issued in reliance upon the truth of such representations.
2. An **Application** for coverage shall be construed as a separate **Application** for coverage by each **Insured Person**. With respect to the particulars and statements contained in the **Application**, no fact pertaining to or knowledge possessed by any **Insured** shall be imputed to any other **Individual Insured** for the purpose of determining if coverage is available. However, facts pertaining to and knowledge possessed by any individuals signing the **Application** and the President, Chairperson, and Officers shall be imputed to the **Parent Company** for the purpose of determining if coverage is available.

N. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide **Insurer** with such information, assistance and cooperation as **Insurer** reasonably may request, and they further agree that they shall not take any action which in any way increases **Insurer's** exposure under this **Policy**. In the event of any payments under this **Policy**, **Insurer** shall be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery against any natural person or entity. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable **Insurer** effectively to bring suit or otherwise pursue subrogation in the name of the **Insureds**, and shall provide all other assistance and cooperation which **Insurer** may reasonably require.

O. ENTIRE AGREEMENT

By acceptance of this **Policy**, the **Insureds** agree that this **Policy** embodies all agreements existing between them and **Insurer** or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of **Insurer** shall not effect a waiver or a change in any part of this **Policy** or estop **Insurer** from asserting any right under the terms of this **Policy** or otherwise, nor shall the terms be deemed waived or changed except by written endorsement or rider issued by **Insurer** to form part of this **Policy**.

P. AUTHORIZATION CLAUSE AND NOTICES

1. By acceptance of this **Policy**, the **Parent Company** agrees to act on behalf of all **Insureds**, and the **Insureds** agree that the **Parent Company** will act on their behalf, with respect to the giving of all notices to **Insurer**, the receiving of notices from **Insurer**, the agreement to and acceptance of endorsements, the payment of the premium and the receipt of any return premium.
2. Notice to the **Parent Company** shall be directed to the natural person named in the **Application**, or such other natural person as shall be designated by the **Parent Company** in writing, at the address of the **Parent Company**. Such notice shall be deemed to be notice to all **Insureds**. The **Parent Company** shall be the agent of all **Insureds** to effect changes in the **Policy** or purchase an **Extended Reporting Period**.

Q. ACTION AGAINST INSURER, ALTERATION AND ASSIGNMENT

No action shall lie against **Insurer** unless, as a condition precedent thereto, there shall have been compliance with all of the terms of this **Policy**. No natural person or entity shall have any right under this **Policy** to join **Insurer** as a party to any action against the **Insureds** to determine their liability, nor shall **Insurer** be impleaded by the **Insureds** or their legal representative. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**

R. OTHER INSURANCE

This **Policy** shall be specifically excess of and will not contribute with any other insurance, including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be excess over the Limit of Liability of this **Policy**.

S. CONFORMITY WITH STATUTE

Terms of this **Policy** which are in conflict with the statutes of the state in which this **Policy** is issued are amended to conform to such statutes.

T. CHANGES IN EXPOSURE

1. In the event of a **Transaction**:
 - a) this **Policy** shall continue in full force and effect until the expiration date of the **Policy**, or the effective date of non-renewal, if applicable, with respect to **Wrongful Acts** occurring before the **Transaction**, but there shall be no coverage under this **Policy** for actual or alleged **Wrongful Acts** or **Employment Practices Wrongful Acts** occurring on and after the **Transaction**.
 - b) the **Parent Company** shall give the **Insurer** written notice of the **Transaction** as soon as practicable, but not later than thirty (30) days after the effective date of the **Transaction**.
 - c) the entire premium for this **Policy** shall be deemed fully earned on the **Transaction** date. In the event of a **Transaction**, the **Parent Company** shall have the right to an offer of coverage by the **Insurer** for an **Extended Reporting Period** to report **Wrongful Acts** occurring prior to the effective date of the **Transaction**.
2. If before or during the **Policy Period** an entity ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** and its natural person **Insureds** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Wrongful Acts** or **Employment Practices Wrongful Acts** taking place prior to the date such entity ceased to be a **Subsidiary**.

U. ALLOCATION

If a **Claim** includes both **Loss** that is covered under this **Policy** and loss that is not covered under this **Policy**, either because the **Claim** is made against both **Insureds** and others, or the **Claim** includes both covered allegations and allegations that are not covered:

- a. **Insurer** will pay one hundred percent (100%) of **Costs, Charges and Expenses** for the **Claim** until such time that the Limits of Liability of this **Policy** are exhausted by payment of a covered **Loss** or the **Claim** for the covered **Loss** is resolved by settlement, verdict or summary judgment; and
- b. the **Insureds** and the **Insurer** shall allocate between covered **Loss** (except for **Costs, Charges and Expenses**) and loss that is not covered based upon the relative legal and

financial exposures and the relative benefits obtained by the parties. The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered **Loss**.

V. TERRITORY

Coverage under this **Policy** shall extend to **Wrongful Acts** or **Employment Practices Wrongful Acts** taking place or **Claims** made anywhere in the world.

W. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

If a liquidation or reorganization proceeding is commenced by the **Parent Company** or any other **Company** (whether voluntary or involuntary) under Title 11 of the United States Code (as amended), or any similar state, local or foreign law (collectively, "**Bankruptcy Law**") then, in regard to a covered **Claim** under this **Policy**, the **Insureds** hereby waive and release any automatic stay or injunction ("**Stay**") to the extent such **Stay** may apply to the proceeds of this **Policy** under such **Bankruptcy Law**, and agree not to oppose or object to any efforts by the **Insurer** or any **Insured** to obtain relief from the **Stay** applicable to the proceeds of this **Policy** as a result of such **Bankruptcy Law**.

Authorized Representative

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 this endorsement or in the policy Declarations.

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; 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.

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.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.

COMMERCIAL CRIME POLICY (DISCOVERY FORM)

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "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.1.j.:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

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; or
- (2) Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

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 – Theft Of Money And Securities

We will pay for:

a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or
- (2) Resulting directly from disappearance or destruction.

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside The Premises – Robbery Or Safe Burglary Of Other Property

We will pay for:

a. Loss of or 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".

- b.** Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c.** Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Outside The Premises

We will pay for:

- a.** Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b.** Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer And Funds Transfer Fraud

a. We will pay for:

- (1)** Loss resulting directly from a fraudulent:

- (a)** Entry of "electronic data" or "computer program" into; or

- (b)** Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **6.a.(1)(a)** and **6.a.(1)(b)**:

- (i)** "Money", "securities" or "other property" to be transferred, paid or delivered; or
 - (ii)** Your account at a "financial institution" to be debited or deleted.
- (2)** Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.

- b.** As used in Paragraph **6.a.(1)**, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

7. Money Orders And Counterfeit Money

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

- a.** Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b.** "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This Policy does not cover:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1)** You; or
- (2)** Any of your partners or "members"; whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this Policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;
except when covered under Insuring Agreement A.1.

d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph 1.d.(2) does not apply to loss otherwise covered under this Policy that results directly from the use of your confidential or personal information.

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

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

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

g. Indirect Loss

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

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Policy; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Policy.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2.

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of 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.

k. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

l. War And Military Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a 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.

2. Insuring Agreement A.1. does not cover:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements A.3., A.4. and A.5. do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

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

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

d. 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.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":
 - (a) On the basis of unauthorized instructions; or
 - (b) As a result of a threat including, but not limited to:
 - (i) A threat to do bodily harm to any person;
 - (ii) A threat to do damage to any property;
 - (iii) A threat to introduce a denial of service attack into any "computer system";
 - (iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";
 - (v) A threat to contaminate, pollute or render substandard your products or goods; or
 - (vi) A threat to disseminate, divulge or utilize:
 - i. Your confidential information;
 - ii. Confidential or personal information of another person or organization; or

- iii. Weaknesses in the source code within any "computer system".

(2) However, this exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

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

4. Insuring Agreement A.6. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.6.b.**

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

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

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "other property"; or

(2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.6.a.(2)** or **A.6.b.**

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

E. Conditions

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this Policy is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this Policy. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Cancellation Of Policy

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

- (5) If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

d. Concealment, Misrepresentation Or Fraud

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- (1) This Policy;
- (2) The property covered under this Policy;
- (3) Your interest in the property covered under this Policy; or
- (4) A claim under this Policy.

e. Consolidation – Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this Policy to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this Policy shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

f. Cooperation

You must cooperate with us in all matters pertaining to this Policy as stated in its terms and conditions.

g. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

h. Employee Benefit Plans

The "employee benefit plans" shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**, subject to the following:

- (1)** If any Plan is insured jointly with any other entity under this Policy, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.

- (2)** With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (3)** If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- (4)** If two or more Plans are insured under this Policy, any payment we make for loss:

- (a)** Sustained by two or more Plans; or
- (b)** Of commingled "money", "securities" or "other property" of two or more Plans;

resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

- (5)** The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

i. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period shown in the Declarations and up to three years afterward.

j. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this Policy, which is "discovered" by you:

- (1)** No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2)** No later than one year from the date of that cancellation with regard to any "employee benefit plan".

k. Inspections And Surveys

- (1)** We have the right to:

- (a)** Make inspections and surveys at any time;
- (b)** Give you reports on the conditions we find; and
- (c)** Recommend changes.

- (2)** We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (a)** Are safe or healthful; or
- (b)** Comply with laws, regulations, codes or standards.

- (3)** Paragraphs **k.(1)** and **k.(2)** apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

l. Joint Insured

- (1)** If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this Policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- (2) If any Insured, or partner, "member", "manager", officer, director or trustee of that Insured has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this Policy or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
 - (a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
 - (b) No later than one year from the date of that cancellation with regard to any "employee benefit plan".
- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that Plan, shall fully release us on account of such loss.

m. Legal Action Against Us

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

- (1) Unless you have complied with all the terms of this Policy;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date you "discovered" the loss.

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

n. 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 shown in the Declarations, the broadened coverage will immediately apply to this Policy.

o. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this Policy, our obligations are limited as follows:

(1) Primary Insurance

When this Policy is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this Policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph **o.(1)(a)**, we will only pay for the amount of loss that exceeds:
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
 - (ii) The Deductible Amount shown in the Declarations;
 whichever is greater. Our payment for loss is subject to the terms and conditions of this Policy.

(2) Excess Insurance

- (a) When this Policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this Policy.

- (b) However, if loss covered under this Policy is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

p. Ownership Of Property; Interests Covered

The property covered under this Policy is limited to property:

- (1) That you own or lease;
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

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

q. Policy Bridge – Discovery Replacing Loss Sustained

- (1) If this Policy replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this Policy became effective:
 - (a) We will not pay for any loss that occurred during the policy period of that prior insurance which is discovered by you during such extended period to discover loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this Policy.
 - (b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit Of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.
- (2) **Other Insurance** Condition **E.1.o.** does not apply to this condition.

r. Premiums

The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

s. Records

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

t. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this Policy, whether made by us or by you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this Policy;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this Policy.
- (2) Recoveries do not include any recovery:
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original "securities" after duplicates of them have been issued.

u. Territory

This Policy covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

v. Transfer Of Your Rights And Duties Under This Policy

- (1) 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.
- (2) 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.

w. Transfer Of Your Rights Of Recovery Against Others To Us

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

x. Valuation – Settlement

The value of any loss for purposes of coverage under this Policy shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

- (a)** At face value in the "money" issued by that country; or
- (b)** In the United States of America dollar equivalent, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

(2) Securities

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:

- (a)** Pay the market 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
- (b)** 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:
 - (i)** Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (ii)** Limit of Insurance applicable to the "securities".

(3) Property Other Than Money And Securities

- (a)** Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i)** The Limit of Insurance applicable to the lost or damaged property;
 - (ii)** The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii)** The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (b)** We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **x.(3)(a)**:
 - (i)** Until the lost or damaged property is actually repaired or replaced; and
 - (ii)** Unless the repair or replacement is 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.
- (c)** We will, at your option, pay for loss or damage to such property:
 - (i)** In the "money" of the country in which the loss or damage was sustained; or
 - (ii)** In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (d)** Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreement A.1.

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

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

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition **E.1.u.** for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

b. Electronic And Mechanical Signatures

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

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 cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.u.** does not apply to Insuring Agreement **A.2.**

4. Conditions Applicable To Insuring Agreements A.4. And A.5.

a. Armored Motor Vehicle Companies

Under Insuring Agreement **A.5.**, we will only pay for the amount of loss 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.

b. Special Limit Of Insurance For Specified Property

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

- (1)** Precious metals, precious or semiprecious 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.

5. Conditions Applicable To Insuring Agreement A.6.

a. Special Limit Of Insurance For Specified Property

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

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.u.** does not apply to Insuring Agreement **A.6.**

F. Definitions

- 1.** "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
- 2.** "Computer system" means:

- a.** Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;

- b.** Systems and applications software; and
 - c.** Related communications networks;
- by which "electronic data" is collected, transmitted, processed, stored or retrieved.
- 3.** "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.
 - 4.** "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
 - 5.** "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
- "Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this Policy.
- 6.** "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 - 7.** "Employee":

a. Means:

(1) Any natural person:

- (a)** While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
- (b)** Whom you compensate directly by salary, wages or commissions; and
- (c)** Whom you have the right to direct and control while performing services for you;

- (2)** Any natural person who is furnished temporarily to you:
 - (a)** To substitute for a permanent "employee", as defined in Paragraph **7.a.(1)**, who is on leave; or
 - (b)** To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you;
- (3)** Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph **7.a.(2)**;
- (4)** Any natural person who is:
 - (a)** A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or
 - (b)** Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan";
- (5)** Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;
- (6)** Any natural person who is a guest student or intern pursuing studies or duties;
- (7)** Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and
- (8)** Any natural person who is your "manager", director or trustee while:
 - (a)** Performing acts within the scope of the usual duties of an "employee"; or
 - (b)** Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

- b.** Does not mean:
Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **7.a.**
- 8.** "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
- 9.** "Financial institution" means:
- a.** With regard to Insuring Agreement **A.3.:**
 - (1)** A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 - (2)** An insurance company.
 - b.** With regard to Insuring Agreement **A.6.:**
 - (1)** A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2)** An insurance company; or
 - (3)** A stock brokerage firm or investment company.
 - c.** Other than Insuring Agreements **A.3.** and **A.6.**, any financial institution.
- 10.** "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" as defined in Paragraph **F.9.a.**
- 11.** "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.
- 12.** "Fraudulent instruction" means:
- a.** With regard to Insuring Agreement **A.6.a.(2):**
 - (1)** A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
 - (2)** A written instruction (other than those covered under Insuring Agreement **A.2.**) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - b.** With regard to Insuring Agreement **A.6.b.:**
A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
- 13.** "Manager" means a natural person serving in a directorial capacity for a limited liability company.
- 14.** "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".
- 15.** "Messenger" means you, or your relative, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
- 16.** "Money" means:
- a.** Currency, coins and bank notes in current use and having a face value;
 - b.** Traveler's checks and money orders held for sale to the public; and
 - c.** In addition, includes:
 - (1)** Under Insuring Agreements **A.1.** and **A.2.**, deposits in your account at any "financial institution"; and
 - (2)** Under Insuring Agreement **A.6.**, deposits in your account at a "financial institution" as defined in Paragraph **F.9.b.**
- 17.** "Occurrence" means:
- a.** Under Insuring Agreement **A.1.:**
 - (1)** An individual act;
 - (2)** The combined total of all separate acts whether or not related; or

- (3)** A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
- b.** Under Insuring Agreement **A.2.:**
 - (1)** An individual act;
 - (2)** The combined total of all separate acts whether or not related; or
 - (3)** A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
- c.** Under all other Insuring Agreements:
 - (1)** An individual act or event;
 - (2)** The combined total of all separate acts or events whether or not related; or
 - (3)** A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.
- 18.** "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this Policy.
- 19.** "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 20.** "Robbery" means the unlawful 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.** Committed an obviously unlawful act witnessed by that person.
- 21.** "Safe burglary" means the unlawful 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 from inside the "premises".
- 22.** "Securities" means 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".
- 23.** "Theft" means the unlawful taking of property to the deprivation of the Insured.
- 24.** "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
 - a.** By means of computer, telefacsimile, telephone or other electronic instructions; or
 - b.** By means of written instructions (other than those covered under Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
- 25.** "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE DESIGNATED AGENTS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

SCHEDULE

Capacity Of Agent	Limit Of Insurance
Property Manager	\$ 100,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The definition of "employee" is amended to include each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of covered property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to the agents scheduled above.
2. 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, the Termination As To Any Employee Condition applies individually to each of them.
3. The most we will pay under this insurance for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the Schedule. That Limit Of Insurance is part of, not in addition to, the Limit Of Insurance shown in the Declarations as applicable to the Employee Theft Insuring Agreement.

FRAUDULENT INSTRUCTIONS EXCLUSION - FLORIDA

Named Insured Country Oaks 1 Condominium Association Inc.			Endorsement Number FL261340FL0918
Policy Symbol ADO	Policy Number ADOFLF184303322	Policy Period 05-20-2025 to 05-20-2026	Effective Date of Endorsement 05-20-2025
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY (DISCOVERY FORM)
COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)**

No coverage will be available under Insuring Agreements A.2, A.3, A.4, A.5, and A.6 for loss resulting from any transfer, payment or delivery of “money”, “securities”, or “other property” approved by an “employee” or arising out of any misrepresentation received by any “employee”, agent, independent contractor or other representative of the Insured (“Fraudulent Instructions”), whether such transfer, payment or delivery was made in good faith or as result of trick, artifice, fraud or false pretenses.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FRAUDULENT IMPERSONATION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Check the appropriate box(es):

I. Fraudulent Impersonation Of "Employees" Included:

Yes ☒ No ☐

- ☒ **A.** Verification Is Required For All "Transfer Instructions"
- ☐ **B.** Verification Is Required For All "Transfer Instructions" In Excess Of \$
- ☐ **C.** Verification Of "Transfer Instructions" Is Not Required

II. Fraudulent Impersonation Of "Customers" And "Vendors" Included:

Yes ☒ No ☐

- ☒ **A.** Verification Is Required For All "Transfer Instructions"
- ☐ **B.** Verification Is Required For All "Transfer Instructions" In Excess Of \$
- ☐ **C.** Verification Of "Transfer Instructions" Is Not Required

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

With regard to this Fraudulent Impersonation endorsement, the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

A. The following Insuring Agreement is added to Section A. Insuring Agreements:

Fraudulent Impersonation

1. "Employees" (if indicated in Section I. of the Schedule)

We will pay for loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by:

- a.** An "employee", or any of your partners, "members", "managers", officers, directors or trustees, or you (if you are a sole proprietorship) if coverage is written under the Commercial Crime Coverage Form or Commercial Crime Policy; or

- b. An "employee", or any of your officials if coverage is written under the Government Crime Coverage Form or Government Crime Policy;

but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the person in Paragraph 1.a. or 1.b.

2. "Customers" And "Vendors" (If indicated in Section II. of the Schedule)

We will pay for loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by your "customer" or "vendor", but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "customer" or "vendor".

3. Verification

- a. The following is a precondition to coverage under this Insuring Agreement:

- (1) If option I.A. and/or II.A. is selected in the Schedule, you shall verify all "transfer instructions"; or
- (2) If option I.B. and/or II.B. is selected in the Schedule, you shall verify all "transfer instructions" in excess of the amount shown;

according to a pre-arranged callback or other established verification procedure before acting upon any such "transfer instruction".

- b. If option I.C. and/or II.C. is selected in the Schedule, verification of "transfer instructions" is not a precondition to coverage under this insuring agreement.

B. Under Section E. Conditions:

The **Territory** Condition is replaced by the following:

Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

C. The following definitions are added to Section F. Definitions:

- 1. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.
- 2. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
- 3. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.



APPLICATION SUPPLEMENT STATE FRAUD WARNINGS

NOTICE TO COMMERCIAL INSURANCE APPLICANTS

This Notice to Commercial Insurance Applicants – State Fraud Warnings provides you with information concerning various state fraud warnings and statements. Where fraud warnings are required as part of the insurance application, this notice forms a part of your application for Commercial Insurance. Please have this form signed by an authorized representative and returned with your application.

NOTICE TO ALABAMA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

NOTICE TO ARKANSAS APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO HAWAII APPLICANTS: INTENTIONALLY OR KNOWINGLY MISREPRESENTING OR CONCEALING A MATERIAL FACT, OPINION OR INTENTION TO OBTAIN COVERAGE, BENEFITS, RECOVERY OR COMPENSATION WHEN PRESENTING AN APPLICATION FOR THE ISSUANCE OR RENEWAL OF AN INSURANCE POLICY OR WHEN PRESENTING A CLAIM FOR THE PAYMENT OF A LOSS IS A CRIMINAL OFFENSE PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

NOTICE TO KANSAS APPLICANTS: ANY PERSON WHO COMMITS A FRAUDULENT INSURANCE ACT IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION, FINES AND CONFINEMENT IN PRISON. A FRAUDULENT INSURANCE ACT MEANS AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND

WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER OR INSURANCE AGENT OR BROKER, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR INSURANCE, OR THE RATING OF AN INSURANCE POLICY, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT UNDER AN INSURANCE POLICY, WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY MATERIAL FACT THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON, OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH VIOLATION.

ADDITIONAL NOTICE TO NEW YORK COMMERCIAL AUTO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, WHO KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO OREGON APPLICANTS: ANY PERSON WITH THE INTENT TO KNOWINGLY DEFRAUD MAKES ANY MISSTATEMENTS, MISREPRESENTATIONS, OMISSIONS OR CONCEALMENTS CONCERNING A MATERIAL FACT TO AN INSURANCE COMPANY OR OTHER PERSON IN CONNECTION WITH AN APPLICATION FOR INSURANCE MAY BE GUILTY OF INSURANCE FRAUD AND SUBJECT TO PROSECUTION.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

ADDITIONAL NOTICE TO PENNSYLVANIA COMMERCIAL AUTO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURER FILES AN APPLICATION OR CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION SHALL, UPON CONVICTION, BE SUBJECT TO IMPRISONMENT FOR UP TO SEVEN YEARS AND PAYMENT OF A FINE OF UP TO \$15,000.

NOTICE TO RHODE ISLAND APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO TENNESSEE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

NOTICE TO VIRGINIA APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO APPLICANTS IN STATES NOT LISTED ABOVE: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

NAMED INSURED:
POLICY / QUOTE
NUMBER:

APPLICANT SIGNATURE (Authorized representative):	
APPLICANT TITLE:	
DATE SIGNED:	

Chubb. Insured.SM

AMENDATORY ENDORSEMENT – FLORIDA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMUNITY ASSOCIATION DIRECTORS & OFFICERS AND EMPLOYMENT PRACTICES LIABILITY POLICY

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Paragraph 6. of Section **C. DEFINITIONS** is deleted in its entirety.
2. Paragraph 16.c) of Section **C. DEFINITIONS** is amended by the addition of the following:

Punitive damages are not insurable in Florida.

3. Paragraph 4. of Section **D. EXCLUSIONS**, is amended as follows:

- a. The definition of **Pollutants** is deleted in its entirety and the following is inserted:

Pollutants mean 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.

- b. The definition of **Fungi** is added as follows:

Fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **Fungi**, but does not include any **Fungi** intended by the **Insured** for consumption.

4. Section **H. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**, is amended as follows:

H. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives, assigns and spouses of natural persons who are **Insureds** shall be considered **Insureds** under this **Policy**; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns and spouses only for a **Claim** arising solely out of their status as such and, in the case of a spouse, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from the natural person who is an **Insured** to the spouse. No coverage is provided for any **Wrongful Act** or **Employment Practices Wrongful Act** of an estate, heir, legal representative, assign or spouse. All of the terms and conditions of this **Policy** including, without limitation, the Retentions applicable to **Loss** incurred by natural persons who are **Insureds** shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns and spouses.

5. Section **I. SETTLEMENT AND DEFENSE** is hereby revised by the addition of the following:

In the event of a settlement, the **Insurer** shall issue payment according to the terms of the agreement, but no later than twenty (20) days after such settlement is reached with the **Parent Company**.

6. Section **L. CANCELLATION AND NON-RENEWAL** is amended as follows:

a. The last sentence of Paragraph 3. is deleted in its entirety and the following is inserted:

Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such cancellation, but such payment shall be made within fifteen (15) working days after the effective date of cancellation. Return premiums of \$5 or less shall be waived unless requested by the **Parent Company**.

b. Paragraph 4. Is deleted in its entirety and the following is inserted:

In the event the **Insurer** refuses to renew this **Policy**, the **Insurer** shall mail to the **Parent Company**, not less than sixty (60) days prior to the end of the **Policy Period**, written notice of non-renewal stating the reason(s) for nonrenewal. Such notice shall be binding on all **Insureds**.

c. The following is added:

Notice of cancellation from the **Insurer** will state the effective date of cancellation and the reason(s) for cancellation, and will be mailed by certified mail to the **Parent Company**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Proof of mailing will be sufficient proof of notice.

7. Section **M, WARRANTY AND SEVERABILITY**, is deleted in its entirety and the following is inserted:

M. REPRESENTATIONS AND SEVERABILITY

1. The **Insureds** represent that the particulars and statements contained in the **Application** are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**. By acceptance of this **Policy**, the **Insureds** agree that the statements in the **Application** are their representations, that such representations shall be deemed material to the acceptance of the risk or the hazard assumed by **Insurer** under this **Policy**, and that this **Policy** is issued in reliance upon the truth of such representations.

2. An **Application** for coverage shall be construed as a separate **Application** for coverage by each **Insured Person**. With respect to the particulars and statements contained in the **Application**, no fact pertaining to or knowledge possessed by any **Insured** shall be imputed to any other **Individual Insured** for the purpose of determining if coverage is available. However, facts pertaining to and knowledge possessed by any individuals signing the **Application** and the President, Chairperson, and Officers shall be imputed to the **Parent Company** for the purpose of determining if coverage is available.

8. Section **Q ACTION AGAINST INSURER, ALTERATION AND ASSIGNMENT** is amended by adding the following phrase to the end of the first sentence:

"and the action is brought within five (5) years from the date it accrues."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

A. Paragraph (2) of the Cancellation Of Policy
Condition is replaced by the following:

(2) Cancellation Of Policies In Effect

(a) 90 Days Or Less

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

- (i) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium;
- (ii) 20 days before the effective date of cancellation, if we cancel for any other reason, except we may cancel immediately if there has been:
 - i. A material misstatement or misrepresentation; or
 - ii. A failure to comply with underwriting requirements established by the insurer.

(b) For More Than 90 Days

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

- (i) Nonpayment of premium;
- (ii) The policy was obtained by a material misstatement;
- (iii) There has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

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

(v) The cancellation is for all Insureds under such policies for a given class of Insureds; or

(vi) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

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

- i. 10 days before the effective date of cancellation if cancellation is for the reason stated in (b)(i) above; or
- ii. 45 days before the effective date of cancellation if cancellation is for the reasons stated in (b)(ii), (iii), (iv), (v) or (vi) above.

B. Paragraph (5) of the Cancellation Of Policy Condition is replaced by the following:

- (5)** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy or if nonrenewal is for the reason stated in Paragraph C.3.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. We may refuse to renew the policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

D. Under the Commercial Crime Policy, Government Crime Policy, Employee Theft And Forgery Policy and Government Employee Theft And Forgery Policy, the Legal Action Against Us Condition is replaced by the following:

Legal Action Against Us

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

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

E. Under the Kidnap/Ransom And Extortion Policy, the Legal Action Against Us Condition is replaced by the following:

Legal Action Against Us

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

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

AMEND LIMITS OF LIABILITY (DEFENSE OUTSIDE THE LIMITS CAPPED)

Named Insured Country Oaks 1 Condominium Association Inc.			Endorsement Number PF3311060821
Policy Symbol ADO	Policy Number ADOFLF18430332 2	Policy Period 05-20-2025 To 05-20-2026	Effective Date of Endorsement 05-20-2025
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMUNITY ASSOCIATION DIRECTORS & OFFICERS AND EMPLOYMENT PRACTICES LIABILITY POLICY

It is agreed that Section E, Limits of Liability and Retentions, subsection 1, Limits of Liability, paragraph d), of this **Policy** is deleted and replaced with the following:

- d) Payments of **Loss** by **Insurer** shall reduce the Limits of Liability under this **Policy**. Payments of **Costs, Charges and Expenses** shall not reduce the Limits of Liability under this **Policy** and shall be subject to an Additional Limit for **Costs, Charges and Expenses**. The amount of such Additional Limit for **Costs, Charges and Expenses** shall be: (i) the amount of the Aggregate Limit of Liability set forth in Item C2 of the **Policy** Declarations; or (ii) \$1 Million Dollars, whichever is less, and shall be in addition to, and not part of, the Limits of Liability under this **Policy**. If the Additional Limit for **Costs, Charges and Expenses** is exhausted by payment of **Costs, Charges and Expenses**, the obligations of the **Insurer** under this Policy to pay **Costs, Charges and Expenses** shall be completely fulfilled and extinguished. In no event shall the **Insurer** be obligated to pay **Loss** and/or **Costs, Charges and Expenses** after the Limits of Liability in the Policy Declarations are fully exhausted.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Country Oaks 1 Condominium Association Inc.			Endorsement Number PF453540115
Policy Symbol ADO	Policy Number ADOFLF184303322	Policy Period 05-20-2025 to 05-20-2026	Effective Date of Endorsement 05-20-2025
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

Cap On Losses From Certified Acts Of Terrorism

- A. 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 such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT - FLORIDA

Named Insured Country Oaks 1 Condominium Association Inc.			Endorsement Number PF465930815
Policy Symbol ADO	Policy Number ADOFLF184303322	Policy Period 05-20-2025 To 05-20-2026	Effective Date of Endorsement 05-20-2025
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance may not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

**U.S. Treasury Department's
Office
Of Foreign Assets Control
("OFAC")
Advisory Notice to Policyholders**

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

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

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

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

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

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

Westchester

A Chubb Company

Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. Westchester recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for Westchester insureds, called EPL Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting Westchester insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, Westchester insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - Employment policies and practices
 - Human Resources forms library
 - Sample employee handbooks, including supplement information for all 50 states
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

How do I access EPL Assist™?

Policyholders can simply visit www.EPLAssist.com to register or take a tour. Should you have a question on an employment situation please call 1-888-244-3844 or visit www.EPLAssist.com.

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the Chubb Group of Companies ("CHUBB"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. Chubb and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. Chubb does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C., either directly, or through the EPL Assist website is not notice to the Chubb issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.

SIGNATURES

Named Insured Country Oaks 1 Condominium Association Inc.		Endorsement Number Cc1k11k1024	
Policy Symbol ADO	Policy Number ADOFLF184303322	Policy Period 05-20-2025 to 05-20-2026	Effective Date of Endorsement 05-20-2025
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

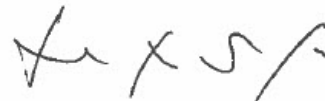
By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



Brandon Peene, Secretary



Juan Luis Ortega, President

Authorized Representative