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**Invoice #:** \_\_\_\_\_ **Invoice Date:** \_\_\_\_\_ **Due Date:** \_\_\_\_\_

**Producer:** \_\_\_\_\_ **Insured:** \_\_\_\_\_

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**Carrier:** \_\_\_\_\_

**Policy #:** \_\_\_\_\_ **Invoice Type:** Inception

**Policy Effective Date:** \_\_\_\_\_ **Policy Expiration Date:** \_\_\_\_\_

**Line of Business:** Package

Description	Gross Amount	Commission	Net Amount Due
Package Premium			
Policy Fee			
FHCF Fee			
FL Surplus Lines Tax			
FLSLSO Fee			
FL EMPA Fee			
FL CPIC Fee			
<b>Totals:</b>			

**Notice:**

Coastal Insurance Underwriters will file FL state taxes

**Remit Payments to:**

CIUINS

P.O. Box 896906

Charlotte, NC 28289-6906

**Phone** (904)285-7683

**Fax** (904)395-0038


# SURPLUS LINES STATEMENT

Policy Number	Insured Name

	Premium:	\$
	WS/L Tax:	\$
XXX	FSLSO Service Fee:	\$
XXX	FHCF:	\$
XXX	OPIC Emergency Assessment:	\$
	EMPA:	\$
XXXXXXXXXXXXX	Total:	\$

Producing Agent:	
	Lic #

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

  
\_\_\_\_\_  
Surplus Lines Agent



# TRISURA®

210 Park Avenue  
Suite 1300  
Oklahoma City, OK 73102

## SIGNATURE CLAUSE

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### SIGNATURE CLAUSE

**In Witness Whereof**, we have caused the policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

TRISURA SPECIALTY INSURANCE COMPANY, INC.

Michael Beasley  
President & CEO

Eileen Sweeney  
COO

**TRISURA SPECIALTY INSURANCE COMPANY**  
**COMMERCIAL PACKAGE POLICY DECLARATIONS PAGE**

**Policy Number:**

**Inception Date:**

**Expiration Date:**

**12:01 AM Standard Time at the  
address of the insured as stated  
herein.**

**Named Insured and Address**

**Producing Agency Name and Address**

**This policy consists of the following coverage parts for which a premium is indicated. The premium may be subject to audit by the company.**

<b>Coverage(s) Included in Policy</b>	<b>Premium</b>
Commercial Property	
Commercial General Liability	
Crime - Employee Dishonesty	
Directors & Officers Liability	
<b>Policy Premium:</b>	
<b>Fees</b>	
<b>Total Premium and Fees:</b>	

In Return For The Payment Of The Premium, And Subject To All The Terms Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy. This Policy Supercedes Any Previous Policy Bearing The Same Number And Policy Period.

**“SURPLUS LINES INSURERS’ POLICY RATES AND FORMS ARE NOT  
APPROVED BY ANY STATE REGULATORY AGENCY.”**

**Payment Method: This is an agency bill policy.**

Premium payable at inception:

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

## POLICY LOCATION SCHEDULE

**Policy Number:****Policy Period:**

**To:**

**Named Insured:**

### LOCATIONS OF ALL PREMISES YOU OWN, RENT, OR OCCUPY

[illegible]

**TRISURA SPECIALTY INSURANCE COMPANY**

**HOMEOWNERS ASSOCIATION DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES  
LIABILITY INSURANCE POLICY DECLARTIONS PAGE**

Policy Number:

Policy Period:

To:

Named Insured:

**ITEM 1.**      **INSURED ORGANIZATION NAME AND PRINCIPAL ADDRESS**

**ITEM 2.**      **POLICY PERIOD**

Local time at the address shown in item

**ITEM 3.**      **LIMIT OF LIABILITY**

\$                    maximum aggregate limit of liability for all claims first made in the policy  
period. EACH CLAIM LIMIT \$

**ITEM 4.**      **DEDUCTIBLE \$            per claim**

**ITEM 5.**      **PREMIUM \$Included**

**ITEM 6.**      **ENDORSEMENTS ATTACHED**

**ITEM 7.**      **NOTICES**

**All notices required to be given to the insurer under this policy shall be addressed to:**

These Declarations along with the completed and signed Homeowners Association Supplemental application, the Homeowners Association Directors, Officers And Employment Practices Liability Insurance Policy and any endorsements attached shall constitute the contract between the insured and us.

## POLICY FORMS DECLARATIONS

Form Number	Form Date	Form Description
TSIC 70 02	08/20	Signature Page
TSIC CIU CPP 001D	10/12	Commercial Package Policy Declarations Page
TSIC CIU DO 005D	10/12	Condominium Association Directors, Officers And Employment Practices Liability Insurance Policy Declartions Page
CIU0100FL	03/08	Surplus Lines Statement
TSIC CIU IL 001	10/12	Minimum Earned Premium Endorsement
IL0003	09/08	Calculation of Premium
IL0017	11/98	Common Policy Conditions
TSIC CIU IL 005	10/12	Service of Suit Clause
TSIC CIU IL 031	05/20	Cancellation And Nonrenewal Endorsement
TSIC CIU DO 001	02/18	Condominium Directors, Officers and Employment Practices Liability Insurance Policy
TSIC CIU DO 012	01/15	Property Manager Entity Coverage Endorsement
TSIC CIU DO 016	01/15	Increased Consent To Settle Clause Coverage Endorsement
TSIC CIU DO 019	02/15	Bodily Injury / Physical Damage Exclusion Endorsement
TSIC CIU DO 021	03/15	Catastrophic Event Preparedness And Response Exclusion
TSIC CIU DO 022	03/15	Failure To Obtain Or Maintain Insurance Exclusion
TSIC CIU DO 002	01/16	Continuity of Coverage Endorsement



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**MINIMUM EARNED PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under this policy.

The minimum earned premium for this policy will be \$\_\_\_\_\_, unless we cancel the policy.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. 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.

### B. 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.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. 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.

### F. Transfer Of Your Rights And Duties Under This Policy

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

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



## **TRISURA SPECIALTY INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **SERVICE OF SUIT CLAUSE**

Service of Suit: In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service or process in such suit may be made upon Counsel, Legal Department, Trisura Specialty Insurance Company, 210 Park Avenue, Suite 1400, Oklahoma City, OK 73102-5636 or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal. Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any -beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.



POLICY NUMBER:

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

## **CANCELLATION AND NONRENEWAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS INCOME COVERAGE FORM – WITH EXTRA EXPENSE  
BUSINESS INCOME COVERAGE FORM – WITHOUT EXTRA EXPENSE  
COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE  
POLICY  
DIFFERENCE IN CONDITIONS COVERAGE FORM  
DIFFERENCE IN CONDITIONS COVERAGE FORM – NAMED PERILS  
HOMEOWNERS ASSOCIATIONS DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES LIABILITY  
INSURANCE POLICY  
LIQUOR LIABILITY COVERAGE FORM  
ENVIRONMENTAL INSURANCE POLICY**

**A.** Paragraph 2. Of the **Cancellation** Common Policy Condition is replaced by the following:

### **2. Cancellation Of Policies In Effect**

#### **a. For 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:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a)** A material misstatement or misrepresentation; or
  - (b)** A failure to comply with the 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:

- (1)** Nonpayment of premium
- (2)** The policy was obtained by a material misstatement;

- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.
- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (7) On the basis of filing of claims for partial loss caused by sinkhole damage, or on the basis of the risk associated with the occurrence of such a claim, if:
  - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
  - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
- (8) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

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

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

**B. Paragraph 3. Of the **Cancellation** Common Policy Condition is replaced by the following:**

- 3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

**C. Paragraph 5. Of the **Cancellation** Common 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, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

**D. 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.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



TRISURA SPECIALTY INSURANCE COMPANY

## CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE.

DEFENSE EXPENSE IS SUBJECT TO THE DEDUCTIBLE

PLEASE CAREFULLY READ THIS POLICY TO DETERMINE YOUR RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS. THIS POLICY HAS BEEN ISSUED BY BASED UPON YOUR COMPLETION OF AND YOUR REPRESENTATIONS WITHIN THE APPLICATION. THE APPLICATION IS ATTACHED TO AND BECOMES A PART OF THIS POLICY.

THERE IS NO DUTY TO PROVIDE COVERAGE UNLESS YOU HAVE FULLY COMPLIED WITH ALL THE CONDITIONS IN **SECTION V – CONDITIONS** OF THIS POLICY.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. These words also refer to any other person or organization that qualifies as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization that qualifies under **SECTION II -- WHO IS AN INSURED**.

Words and phrases that appear in quotation marks have special meaning and are defined under **SECTION VII – DEFINITIONS** of this policy.

### SECTION I – COVERAGE

In consideration of your payment of premium and reliance of your representations made to us in the application for this insurance, subject to the Limits of Insurance shown in the Declarations and all the exclusions, terms and conditions of this policy, we agree with you to the following:

#### 1. Insuring Agreement

- a. We will pay those sums that you become legally obligated to pay for "damages" that are in excess of the deductible shown in the Declarations and that arise out of any "claim" for "wrongful acts" including "Wrongful Employment Practices" that are first made during the policy period. We have no obligation under this insurance to make payments or perform acts or services except as provided for in this paragraph and in Paragraph **2. Defense Of Claims** below.
- b. This policy only applies to "damages" if:
  - (1) The "wrongful act" takes place within the "coverage territory;" and
  - (2) A "claim" is:
    - (a) First made against any insured, in accordance with paragraph **1.d.** below, during the policy period or any Extended Reporting Period , as provided within **Section VI - EXTENDED REPORTING PERIODS** of this policy; and

(b) Reported to us:

- (i) During the policy period or during the thirty (30) days immediately following the policy period's expiration; or
- (ii) With respect to any "claim" first made during any Extended Reporting Period we provide under this policy's **Section VI -EXTENDED REPORTING PERIODS**, during such Extended Reporting Period.

c. We will consider a "claim" to have been made at the earlier of the following times:

- (1) When notice of the "claim" is received and recorded by you or by us, whichever comes first; or
- (2) When we have made a settlement in accordance with paragraph **2.a.** below.

d. All "claims" by one or more claimants for "damages" based on or arising out of, directly or indirectly resulting from, having a common link with, or in any way involving:

- (1) A single "wrongful act"; or
- (2) An "interrelated" series of "wrongful acts" by one or more insureds

shall be deemed to be one "claim" and will be subject to one Each "Claim" limit. We will consider the "claim" to have been made at the time the first of such "claims" is made against any insured and subject to one Each "claim" limit.

Payments made for "damages" reduce the amount of insurance available, as provided under **SECTION III - LIMITS OF INSURANCE.**

## **2. Defense Of Claims**

a. We will have the right and duty to defend "claims" against the insured seeking "damages" to which this insurance applies even if the allegations are false, fraudulent or groundless and to pay for related "defense expense". However, when this insurance does not apply, then we have no duty to defend "claims" against the insured seeking "damages" or to pay any related "defense expense".

At our sole discretion, we have the right to investigate and settle any "claim". If we recommend a settlement and you refuse to consent thereto, our liability for such "claim" is limited to the amount in excess of the "retention" which we would have contributed to the settlement, the "defense expense" covered by this policy and incurred prior to the date of such refusal to settle, and fifty percent (50%) of any additional covered loss, including "defense expense", incurred subsequent to such refusal and subject to the limit of insurance.

b. Our right and duty to defend "claims" ends when we have used up the limit of insurance available, as provided under **SECTION III - LIMITS OF INSURANCE.** This applies both to "claims" pending at that time and those filed afterwards.

- c. (1) When we control defense of a "claim", we will pay associated "defense expense" and choose a counsel of our choice, who will be picked from a panel of our previously selected attorneys to deal with "claims".

However, if you give us a specific written request at the time a "claim" is first made:

- (a) We will allow you to select one of our panel of attorneys; or
- (b) You may ask us to consider the approval of a defense attorney of your choice that is not on our panel of attorneys.

As soon as we deem it appropriate to engage counsel for any such "claim", we will use the panel attorney you selected in (a) above or consider your request in (b) above

- (2) If by mutual agreement or court order the insured assumes control of such defense before the applicable limit of insurance is exhausted, we will reimburse the insured for reasonable "defense expense", subject to c.(3) below.
- (3) If we defend you and any other insured under a reservation of rights, both your and our counsel(s) will be required to maintain records pertinent to "defense expense". These records will be used to determine the allocation of any "defense expense" for which you may be solely responsible, including defense of an allegation not covered by this insurance.
- d. We will only pay for "damages" or "defense expense" in excess of the Deductible. All such payments, except the payment of "defense expense" will reduce the Limit of Insurance available, as provided under **SECTION III - LIMITS OF INSURANCE**.
- e. You agree not to settle any "claim", incur any "defense expense", assume any contractual obligations or admit any liability with respect to any "claim" without our written consent, such consent not to be unreasonably withheld. We shall not be liable for any admission of liability, "defense expense", assumed obligation or agreement to settle without our written prior consent.
- f. You agree to fully cooperate with us and to provide any information reasonably requested by us. Also, in the event of a "claim", you agree not to do anything that may prejudice our position or our potential or actual rights of recovery.

### 3. EXCLUSIONS

This policy does not provide coverage for any "claims" arising directly or indirectly from any:

- a. "Wrongful act" that is known by the insured to be subject of a suit, demand or proceeding that was initiated before the effective date of the first policy of this type that we issued to you of which this policy was an uninterrupted renewal of this type of coverage or this policy, whichever is first.
- b. Facts and circumstances which would cause a reasonable person to believe that they would result in a "claim" being made and which were known to any insured before the effective date of the first policy of this type that we issued to you of which this policy was an uninterrupted renewal of this type of coverage or this policy, whichever is first.
- c. "Wrongful act" committed with insured knowing that it was wrongful.

- d. Liability under or breach of any oral, written, or implied contract or agreement, or any liability of others assumed by the Insured under any such contract or agreement. This exclusion, however, does not apply to:

- (1) Our duty to defend and pay any “defense expense” regarding such “Claim”;
- (2) The extent the Insured would have been liable if there was no such contract or agreement; or
- (3) The extent that the “Claim” is for “Wrongful Employment Practices”.

- e. Obligation of the insured under the following laws:

- (1) Any workers compensation, disability benefits, unemployment compensation law, or other similar law;
- (2) The Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as now or hereafter amended or any other state or governmental law that is similar. This includes fiduciary liability, employee benefits liability and any other liability under any such laws.
- (3) The Fair Labor Standards Act, or any state or common law wage or hour law, including, but not limited to laws governing minimum wages, number of hours worked, overtime compensation, and any recordkeeping and reporting related thereto. This exclusion includes actions or “claims” brought by or on behalf of individuals or agencies seeking wages, fines, penalties, taxes, disgorgement or other affirmative relief or compensation, but does not include “claims” based on the Equal Pay Act or retaliation related to the equal pay act.
- (4) The National Labor Relations Act, The Worker Adjustment and Retraining Notification Act (Public law 100-379), the Consolidated Omnibus Reconciliation Act of 1985, or the occupational Safety or Health Act.

This exclusion e. (1) – (4) also applies to any rules or regulations promulgated under any of the forgoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any “damages” awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former “employee”

- f. Oral or written publication of material, if such material:

- (1) Was published by or at the direction of the insured with the insured knowing that the material was false; or
- (2) Was first published before the Retroactive Date, if such date is shown in the Declarations.

- g. Dishonest, criminal or fraudulent acts that are committed by the insured or the willful failure, by the insured or others with the insured's consent, to comply with any law, governmental or administrative order or regulation.

For the purposes of this exclusion, willful means acting with intentional or reckless disregard for such laws, orders or regulations. However this exclusion g. will not apply unless a judgment or other final adjudication adverse to the insured establishes a deliberately dishonest or fraudulent act or omission of intentional violation.

- h.** This insurance does not apply to “claims” arising directly or indirectly based on or:
- (1)** resulting from or arising out of any claims for Bodily injury, sickness, mental anguish, disease, emotional distress or death or any person, except that this exclusion shall not apply to allegations of emotional distress or mental anguish arising out of a claim for “wrongful employment practices”.
  - (2)** arising out of any damage, destruction, deterioration or loss of use of any tangible property as a result of windstorm, flood, or earthquake; or including but not limited to, construction defects whether or not a result of faulty or incorrect design or architectural plans, improper soil testing, inadequate or insufficient protection from soil or other ground water movement, soil subsidence, toxic mold, mold, mildew, spores, fungus either wet or dry or the supervision of actual construction, assembly or manufacturing of any tangible property.
- i.** Failure to maintain windstorm, flood or earthquake insurance coverage, however, this exclusion shall not apply to the Insurer’s duty to defend and to pay “defense expense”.
- j.** “Wrongful acts” which occur on or after the date:
- (1)** You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or
  - (2)** Any entity acquires a more than fifty percent (50%) ownership interest in you.
- k.** “Damages” which you must pay as a result of a “claim” brought about or contributed to in fact by the gaining by such insured of any profit, compensation or advantage to which such insured is not legally entitled.
- l.** Actual, alleged or threatened:
- (1)** Discharge, dispersal, disposal, emission, escape, exposure to; or
  - (2)** Generation, release, removal, storage, transportation, or treatment of  
any acids, alkalis, fumes, odor, smoke, soot, toxic chemicals, gases or liquids, vapors, waste materials (including materials which have been recycled, reconditioned or reclaimed or which are intended to be recycled, reconditioned or reclaimed) mold, asbestos or other irritants, pollutants or contaminants; or
  - (3)** Direction, order, regulation, or request made to any insured or others to clean up, contain, detoxify, monitor, neutralize, remove, test, or treat for any of the pollutants or contaminants listed in the above paragraph, or any action taken in contemplation or anticipation of any such direction, order, regulation, or request.
- m.** Rendering of or failure to render professional services by or for any insured.
- n.** “Wrongful act” that violates the federal Securities Act of 1933 or Securities Exchange Act of 1934 or state blue sky laws or any other similar state securities law, including rules or regulations promulgated under any of the aforesaid laws, regardless of whether such violation results in imposition of criminal fines or penalties or the award of civil damages.

- o. Cost of complying with physical alterations or modifications to your premises or any changes to your usual business operations mandated by the Americans With Disabilities Act of 1990, including any amendment thereto, or any similar federal, state or local laws.
- p. Lockout, strike, picket line, related worker replacement(s) or similar actions resulting from labor disputes or labor negotiations.
- q. "Wrongful act" which is alleged to have occurred in conjunction with the conversion of real estate property which changes the character of property interest ownership in the real estate from apartment ownership, possessory interests ownership, leasehold interests ownership, or cooperative interest ownership to a condominium ownership.
- r. "Wrongful act" committed by you in your role as a realtor, builder or developer arising directly or indirectly from your involvement in the construction, design, financing, engineering, development, planning, advertising or marketing of condominium property.

## **SECTION II - WHO IS AN INSURED**

1. You and all those qualifying under Paragraphs **2.** and **3.** below are insureds under this policy.
2. Insured includes:
  - a. Any current, past or future duly elected or appointed directors, officers or trustees;
  - b. Employees or members of current, past or future duly constituted commissions, boards or other units if operated under your charter with your prior written approval;
  - c. Person serving as a director or officer of another current, past or future nonprofit or not for profit organization, but only if such person is serving as such at your express written direction;
  - d. Estate, heir, legal representative or assigns of deceased persons who were insureds at the time any "wrongful act" occurred upon which a "claim" is based;
  - e. An insured's legal representation or assignment in the event of such insured person's incompetence, insolvency or bankruptcy;
  - f. Lawful spouse of an insured under paragraphs **2.a. – 2.e.** above, but only due to such spouse's status as a spouse or such spouse's ownership interest in property which the claimant seeks as recovery for any alleged "wrongful act"
  - g. Any individuals who were, now are, or shall be serving as volunteers or committee members;
  - h. Any individuals who were, now are, or shall be directors, trustees, officers, employees, volunteers or staff members of any property manager, but only if they are acting within the duties of their employment with the Property Manager and on behalf of the Insured.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. You must provide us written notice within 30 days of the effective date of such acquisition or formation;

- b. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever first occurs;
- c. Coverage does not apply to any "wrongful act" that occurred before you acquired or formed the organization; and
- d. You must pay us any additional premium due as a condition precedent to the enforceability of this additional extension of coverage.

This Paragraph 3. does not apply to any organization shown in the Declarations or that has been added to this policy by endorsement.

### **SECTION III - LIMITS OF INSURANCE**

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds or
  - b. Persons or organizations making "claims".
2. The Policy Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" arising out of any actual or alleged "wrongful acts" covered by this policy.

Each payment we make for such "damages" reduces the Policy Aggregate Limit by the amount of the payment. This reduced limit will then be the remaining amount of insurance available for further "damages" and "defense expense" under this policy.

Amounts incurred as "defense expense" shall be in addition to the limit of insurance.

3. Subject to the above Paragraph 2., the amount of insurance stated as the Each "Claim" Limit of Insurance is the most we will pay in excess of the Deductible as further described in **SECTION IV - DEDUCTIBLE** for the sum of:
  - a. All "damages" for injury arising from "wrongful acts" covered by policy arising out of any one "claim"; and
  - b. All "defense expense" associated with the "claim" described in the above Paragraph 3.a.
4. In addition to paying for any "damages" and "defense expense" described in Paragraphs 2. and 3. above, we will pay any interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for such judgment under the provisions of Paragraphs 2. and 3. above.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. However, if the policy period is extended after issuance for an additional period of less than 12 months, then the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **SECTION IV - DEDUCTIBLE**

1. A separate deductible applies to all "damages" and related "defense expense" arising from any one "claim".
2. Our obligation to pay "damages" and "defense expense" on behalf of any insured applies only to the sum of the amount of "damages" and "defense expenses" for each "claim" that is in excess of the deductible amount stated in the Declarations.
3. You must pay the deductible amount applicable to each "claim" made against this insurance. The deductible applies to the sum of all "damages" and "defense expense" paid for each "claim" arising from a "wrongful act". In the case where there are no "damages" paid for a "claim", you still must pay the deductible for any "defense expense" incurred by us in connection with such "claim".
4. All terms of this insurance apply regardless of the application of the deductible, including any conditions with respect to:
  - a. Our right and duty to defend any "claims"; and
  - b. You or any insured's duties in the event of a "claim".
5. We may pay any part or all of the deductible to effect settlement of any "claim" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible as we may have paid as either "damages" or "defense expense".
6. Deductible amounts do not erode the Limits of Insurance provided.

## **SECTION V - CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

### **2. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us written advance notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- e. If this policy is 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 3. Changes

This policy contains all 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.

### 4. Duties in Event of "Wrongful Acts" or "Claims"

- a. You must see to it that we are notified as soon as practicable of any "wrongful acts" which may result in a "claim". Your belief that such "wrongful act" may result in a "claim" must be reasonably certain as the result of specific allegations made by a potential claimant or such potential claimant's legal representative, or as the result of specifically identifiable injury sustained by a potential claimant. To the extent possible, notice should include:

- (1) How, when and where such "wrongful act" took place;
- (2) The names and addresses of any individuals who are potential claimants and witnesses; and
- (3) The nature of any injury resulting from such "wrongful act".

Notice of such "wrongful act" is not the same as notice of a "claim", but such notice preserves the rights of any insured to future coverage for "claims" that may be presented subsequent to, and alleged to have arisen out of, such "wrongful acts". These rights are described under the **Basic Extended Reporting Period** paragraph of **Section VI - EXTENDED REPORTING PERIODS**.

- b. If any insured receives a "claim":

- (1) You must immediately record the specifics of the "claim" including date of receipt of such "claim"; and
- (2) You and any other involved insured must make sure that we receive written notice of the "claim" as soon as practicable, but in any event we must receive notice either:
  - (a) During the policy period or within thirty (30) days immediately thereafter; or
  - (b) During the Extended Reporting Period, in regards to a "claim" first made during any Extended Reporting Period we provide under **Section VI -EXTENDED REPORTING PERIODS**.

Timely notice of a "claim" is a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in the immediately above paragraph **4.a.**; and

**(3)** You and any other involved insured must:

- (a)** Immediately send to us copies of demands, notices, summonses or legal papers received by you that are connected to such "claim";
  - (b)** Provide us with the authorization to obtain records and other any other information;
  - (c)** Cooperate with us throughout the investigation and settlement or defense of the "claim"; and
  - (d)** If requested, provided us with any assistance in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- c.** Unless at their own cost, no insureds will voluntarily make a payment, assume any obligation, or incur any expense without our consent.

## **5. Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years after this policy's expiration date.

## **6. Inspections and Surveys**

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.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. 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. Nor do we warrant that conditions:

- a.** Are safe or healthful; or
- b.** Are in compliance with any past, present or future laws, regulations, codes or standards as they relate to the purpose of this or any other insurance.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations on our behalf.

## **7. Legal Action Against Us**

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a "claim" seeking "damages" from any insured; or
- b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or a final judgment against an insured obtained after an actual trial, but we will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## **8. Other Insurance**

If other valid and collectible insurance is available to the insured for "damages" or "defense expense" that are covered under this Policy, our obligations are limited as follows:

- a. The obligations of this primary insurance are only affected if any of other insurance is also primary. Then, we will share with all that other insurance by the method described in **8.b.** below.
- b. If all of the other insurance permits contribution by equal shares, then this is the method we will follow. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, then we will contribute by limits. This method requires that each insurer's share be based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **9. Payment of Premiums and Deductible Amounts**

- a. We will compute all premiums for this insurance in accordance with the corresponding rates and rules; and
- b. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and deductible payments due and will be the payee for any return premiums that are paid by us.

## **10. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete; and
- b. Those statements are based upon representations you made to us in your application for this insurance. That application, on file with the company, forms the basis of our obligations under this policy; and
- c. As we have issued this policy in reliance upon your representations, this policy may be voided in the event of any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application.

## **11. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

No knowledge or information possessed by any insured will be assigned to any other insured, except for material facts or information known to the person or persons who signed your application for this insurance.

## **12. Sole Agent**

The first Named Insured is authorized to act on behalf of any insured(s) in regards to the payment of premiums and deductibles, giving or receiving notice of cancellation or nonrenewal, receiving premium refunds, requesting any Supplemental Extended Reporting Period and agreeing to any changes in this policy.

## **13. Transfer of Rights of Recovery Against Others To Us**

If any insured has rights to recover all or part of any payment we have made under this Policy those rights are transferred to us. No insured shall do anything after loss to impair our rights. At our request, the insured will sue those responsible or transfer such rights to us and help us enforce them.

## **14. Transfer of Your Rights and Duties Under This Policy**

Unless you have received our prior written consent, your rights and duties under this policy may not be transferred.

## **15. When We Do Not Renew**

If we decide not to renew this insurance, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

## **16. Liberalization**

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

## SECTION VI - EXTENDED REPORTING PERIODS

1. You have the right to purchase Extended Reporting Periods, as described below, if:
  - a. This Policy is cancelled or not renewed; or
  - b. We renew or replace this Policy with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations of this Policy; or
    - (2) Does not apply on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period, do not reinstate or increase the Limits of Insurance, and they do not change the scope of coverage provided under this policy. They apply only to "claims" as the result of "wrongful acts" which occurred after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
  - a. Five (5) years with respect to "claims" arising out of "wrongful acts" which were properly reported to us not later than the end of the policy period in accordance with paragraph 4.a. of Duties in the Event of "wrongful acts" or "claims", in **SECTION V – CONDITIONS**; and
  - b. Sixty (60) days with respect to "claims" arising from "wrongful acts" not previously reported to us.

The Basic Extended Reporting Period does not apply to "claims" covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance that otherwise would be applicable to such claims.

4. A Supplemental Extended Reporting Period of either twelve (12) months or thirty-six (36) months is available, but only by endorsement and for an extra charge.

The Supplemental Extended Reporting Period you select starts when the Basic Extended Reporting Period, set forth in the above Paragraph 3.b., ends. You must give us a written request for the endorsement, and its length, within 30 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium when due. We will determine such additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. Exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Policy for future payment of "damages" or "defense expense"; and
- d. Other related factors.

The additional premium to be charged will not exceed 200% of the annual premium for this Policy.

The Supplemental Extended Reporting Period Endorsement we issue will set forth terms consistent with this Section. The endorsement will include a provision that any insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period begins.

## **SECTION VII - DEFINITIONS**

1. **"Bodily injury"** means physical injury to the body, sickness or disease sustained by a person as the result of direct physical injury to the body, including death resulting from any of these at any time.
2. **"Claim"** means a:
  - a. Written demand for monetary damages or non-monetary relief;
  - b. Civil proceeding, including any arbitration or alternative dispute the insured submits to with our consent, commenced by service of a complaint or similar pleading in which "damages" are claimed or alleged;
  - c. A criminal proceeding commenced by the return of an indictment; or
  - d. A formal administrative or regulatory proceeding commenced by the filing of charges, formal investigative order or similar document;

Against an insured for a "wrongful act", including an appeal there from.

3. **"Condominium"** means:

An incorporated not-for-profit association of multi-unit property owners with individual ownership in fee of single units and tenancy in common of shared areas including, but not limited to, elevators, grounds, parking areas, roads, or sidewalks. This definition also includes administrative, maintenance or recreational facilities.

4. **"Coverage territory"** means:

- a. Anywhere in the world with respect to the activities of any insured working for you whose place of employment is in the United States of America (including its territories and possessions) or Puerto Rico while such insured is away from that place of employment for a short time on your business provided that such insured's responsibility to pay "damages" is determined in a suit (or other civil proceeding included in the definition of "claim") on the merits in, and under the substantive law of, the United States of America (including its territories and possessions) or Puerto Rico; or
- b. The United States of America (including its territories and possessions) or Puerto Rico.

5. **"Damages"** means monetary and non-monetary amounts to which this insurance applies and which the insured is legally obligated as to judgments, awards or settlements to which we have agreed in writing.

"Damages" include:

- a. "Pre-judgment Interest" awarded against the insured related to the portion of the judgment we pay; and
- b. Law permitting, any portion of a judgment or award that represents a multiple of the compensatory amounts as punitive or exemplary damages.

"Damages" do not include:

- a. Civil, criminal, administrative or other fines or penalties; or
- b. Judgments or awards due to acts deemed uninsurable by law

6. **"Defense expense"** means payments allocated to a specific "claim" for investigation, settlement, or defense, including:

- a. Fees of attorneys and all other litigation expenses;
- b. The cost of bonds to appeal a judgment or award in any "claim" defended by us;
- c. The cost of bonds to release attachments, but only for bond amounts within the Amount of Insurance available;
- d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim", including actual loss of earnings up to \$250 a day because of time off from work.
- e. Costs taxed against the insured in the "claim".

We do not have to furnish the bonds described in **b.** or **c.** immediately preceding.

"Defense expense" does not include:

- a. Salaries and expenses of our employees or your "employees", other than:
  - (1) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the insured; and
  - (2) Expenses described in the immediately above Paragraph **6.d.**;and
- b. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of **SECTION III – LIMITS OF INSURANCE**

7. **"Employee"** means any person who is

- a. Employed by you for wages or salary;
- b. A current or former member of your board of directors; or
- c. A "leased worker" or "temporary worker".

"Employee" does not include an independent contractor or an independent contractor's employee(s) while acting within the scope of their employment.

8. **"Interrelated"** means having a connection of any fact, circumstance, situation, event, transaction, cause or series of connections of related facts, circumstances, situations, events, transactions or causes.

9. **"Leased Worker"** means workers who are contracted for, from an employee leasing business on a permanent or indefinite basis. "Leased worker" does not mean "temporary worker".

10. **"Pre-judgment interest"** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.

11. **"Property damage"** means physical injury to tangible property, including all resulting loss of use of that property. Any loss of use of tangible property that is not physically injured shall also be considered "property damage".

12. **"Property Manager"** means any entity providing real estate property management services to the organization or any subsidiary pursuant to a written contract.

13. **"Temporary Worker"** means a short term employee usually hired to fill in during a regular employee's absence or for extra help.

14. **"Wrongful act"** means any:

Actual or alleged act, breach of duty, error, omission, misleading statement or misstatement, or "Wrongful Employment Practices" attributed to:

- (1) The insured entity; and/or
- (2) Any Insured acting in their capacity with the organization or a subsidiary.

15. **"Wrongful Employment Practices"** means any of the following actual or alleged practices (i) which are directed against any or your "employees", "leased workers", "temporary workers", former "employees" or any applicant for employment by you; and (ii) for which a remedy is sought under any civil employment law whether federal, state or local and whether arising out of statutory or common law

- a. Wrongful refusal to employ a qualified applicant;
- b. Wrongful failure to promote an "employee" or deprive them of career opportunity;
- c. Wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;

- d.** Wrongful dismissal, including retaliatory or constructive discharge;
- e.** Employment-related misrepresentation:
- f.** Harassment, coercion, discrimination or humiliation due to race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by any applicable federal, state, or local statute; or
- g.** Oral or written publication of material that slanders, defames or libels, or violates or invades a right of privacy.

POLICY NUMBER:

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

## **PROPERTY MANAGER ENTITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES  
LIABILITY INSURANCE POLICY  
HOMEOWNERS ASSOCIATION DIRECTORS, OFFICER AND EMPLOYMENT  
PRACTICES LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that:

1. **SECTION II – WHO IS AN INSURED**, Paragraph **2.**, is amended to include the following:
  - i. The Property Manager, but only if they are acting within their duties on your behalf.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

POLICY NUMBER:

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

## **INCREASED CONSENT TO SETTLE CLAUSE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES  
LIABILITY INSURANCE POLICY  
HOMEOWNERS ASSOCIATION DIRECTORS, OFFICER AND EMPLOYMENT  
PRACTICES LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that:

1. **SECTION I – COVERAGE**, Paragraph **2. Defense Of Claims**, Subparagraph **(a)**. is deleted in its entirety and replaced by:

- (a)** We will have the right and duty to defend “claims” against the insured seeking “damages” to which this insurance applies even if the allegations are false, fraudulent or groundless and to pay for related “defense expenses”. However, when this insurance does not apply, then we have no duty to defend “claims” against the insured seeking “damages” or to pay any related “defense expenses”.

At our sole discretion, we have the right to investigate and settle any “claim”. If we recommend a settlement and you refuse to consent thereto, our liability for such “claim” is limited to the amount in excess of the “retention” which we would have contributed to the settlement, the “defense expense” covered by this policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered loss, including “defense expense”, incurred subsequent to such refusal and subject to the limit of insurance.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

POLICY NUMBER:

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

## **BODILY INJURY / PHYSICAL DAMAGE EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES  
LIABILITY INSURANCE POLICY  
HOMEOWNERS ASSOCIATION DIRECTORS, OFFICER AND EMPLOYMENT  
PRACTICES LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that:

- 1. SECTION I – COVERAGE**, Paragraph **3.**, **Exclusions**, Subparagraph **h.** is deleted in its entirety and replaced by:
  - h. (1)** bodily injury, sickness, mental anguish, humiliation, emotional distress, disease or death of any person, false arrest or imprisonment, invasion of privacy, assault, or battery, except that this exclusion shall not apply to allegations of emotional distress or mental anguish arising out of a claim for “wrongful employment practices”; or,
  - (2)** damage to or destruction of any tangible property, including the loss of its use, whether or not it is damaged or destroyed.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

POLICY NUMBER:

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

## **CATASTROPHIC EVENT PREPAREDNESS AND RESPONSE EXCLUSION**

This endorsement modifies insurance provided under the following:

**CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES  
LIABILITY INSURANCE POLICY  
HOMEOWNERS ASSOCIATION DIRECTORS, OFFICER AND EMPLOYMENT  
PRACTICES LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that:

1. **SECTION I – COVERAGE**, Paragraph 3., **EXCLUSIONS**, is amended to include the following:

Actual or alleged failure or omission on the part of any “insured” to:

- (1) upgrade any building to code as required by federal, state or local rules and regulations in order to mitigate loss in preparation for any actual or potential “catastrophic event”;
- (2) have an effective emergency response plan in place for a “catastrophic event”; and
- (3) mitigate or repair damage after a “catastrophic event”, which results in further loss.

2. For the purposes of this endorsement, the following definition is added:

“Catastrophic event” means any natural incident, including floods, windstorms or earthquakes, which results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

POLICY NUMBER:

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

## **FAILURE TO OBTAIN OR MAINTAIN INSURANCE EXCLUSION (WITH DEFENSE EXPENSE CARVEBACK)**

This endorsement modifies insurance provided under the following:

**CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES  
LIABILITY INSURANCE POLICY  
HOMEOWNERS ASSOCIATION DIRECTORS, OFFICER AND EMPLOYMENT  
PRACTICES LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that:

**SECTION I – COVERAGE**, Paragraph **3.**, **EXCLUSIONS**, Subparagraph **i.** is deleted in its entirety and replaced by:

**i.** Actual or alleged:

- (1)** negligent act, error, omission or breach of duty in judgment or discretion in procuring and maintaining insurance, or
- (2)** failure or omission in effecting and maintaining insurance, or
- (3)** negligent act, error, omission or breach of duty with respect to the amount, form, conditions or provisions of insurance,

however, this exclusion shall not apply to the Insurer's duty to defend and to pay "defense expense".

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



**TRISURA SPECIALTY INSURANCE COMPANY**

POLICY NUMBER:

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

**CONTINUITY OF COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CONDOMINIUM DIRECTORS, OFFICERS AND EMPLOYMENT PRACTICES LIABILITY  
INSURANCE POLICY

HOMEOWNERS ASSOCIATION DIRECTORS, OFFICERS AND EMPLOYMENT  
PRACTICES LIABILITY INSURANCE POLICY

1. Section 3. **EXCLUSIONS**, paragraph a. is deleted in its entirety and replaced with the following:

- a. (1) "Wrongful act" which was the subject of any demand, suit, or other proceeding that was initiated with an insured's knowledge; or

- (2) Facts and circumstances which would result in a reasonable person concluding that a "claim" would be made and which was known to any insured

before the effective date of

- (a) the first coverage of this type that was issued to you provided that you have had continuous coverage of this type written for you from such date to the effective date of this policy; or

- (b) this policy

whichever comes first.

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown.