

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.



President



Asst. Secretary



AUTHORIZED REPRESENTATIVE

Policy Number: 0314-1321

Named Insured: Named Associations at Century Village West Palm Beach

Effective Date: January 1, 2025

12:01 A.M., Standard Time

SCHEDULE OF FORMS AND ENDORSEMENT

The following forms and endorsements are made a part of this Policy:

<u>Endorsement Number</u>	<u>Form # / Edition</u>	<u>Title</u>
	UM 00001 00 (04/16)	Allied World Assurance Company Umbrella Liability Insurance Policy - Declarations
1	UM 00109 00 (07/08)	Schedule of Underlying Insurance
2	UM 00016 00 (07/08)	Cross Suits Exclusion
3	UM 00017 00 (07/08)	Fungus Exclusion
4	UM 00022 00 (07/08)	Exterior Insulation and Finishing Systems (EIFS) Exclusion
5	UM 00025 00 (07/08)	Lead Exclusion
6	UM 00029 00 (07/08)	Silica Exclusion Endorsement
7	UM 00035 00 (07/08)	Professional Liability Exclusion
8	UM 00048 00 (07/08)	Employer's Liability Exclusion
9	UM 00053 00 (07/08)	Bacteria Exclusion
10	UM 00062 00 (07/08)	Knowledge Of Occurrence Endorsement
11	UM 00069 00 (07/08)	Commercial General Liability Limitation Endorsement
12	UM 00074 00 (07/08)	Notice of Occurrence
13	UM 00075 00 (07/08)	Anti-Stacking Excess Casualty Limitation Endorsement
14	UM 00084 00 (07/08)	Claims Reporting Amendment Endorsement
15	UM 00107 00 (03/20)	Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism
16	UM 00120 00 (03/12)	Service of Suit
17	UM 00239 00 (04/16)	Construction Operations Exclusion (Including Construction Defect) (With Stated Exception)
18	UM 00246 00 (06/16)	Absolute Access, Collection and Disclosure of Non-Public Information Exclusion
19	UM 00261 00 (11/17)	Economic or Trade Sanctions
20	UM 00269 00 (11/17)	Residential Construction Operations and Condominium and Cooperative Conversion Exclusion
21	UM 00277 00 (07/20)	Communicable Disease And Infectious Agent Exclusion
22	UM 00344 00 (07/22)	Perfluoroalkyl Or Polyfluoroalkyl Substance (PFAS) Exclusion

23	UM 00352 00 (02/24)	Biometric Identifiers, Biometric Information And Data Privacy Exclusion
	UM 00003 00 (07/08)	Allied World Assurance Company (U.S.) Inc. Umbrella Liability Insurance Policy

Endorsement No: 1

This endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

SCHEDULE OF UNDERLYING INSURANCE

Type of Coverage	Insurer Policy Number Policy Period	Limits of Insurance	
General Liability	Mt. Hawley Insurance Company MGL0201727 January 1, 2025 - January 1, 2026	US\$2,000,000 US\$4,000,000 US\$4,000,000	Each Occurrence General Aggregate Products-Completed Operations Aggregate
Defense costs: <input type="checkbox"/> Erode <input checked="" type="checkbox"/> Do Not Erode The Limits of Insurance listed in the policy above.			
Automobile Liability - Hired & Non-Owned	Mt. Hawley Insurance Company MGL0201727 January 1, 2025 - January 1, 2026	US\$1,000,000	Combined Single Limit
Defense costs: <input type="checkbox"/> Erode <input checked="" type="checkbox"/> Do Not Erode The Limits of Insurance listed in the policy above.			

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title:

Sr. Vice President

Date:

January 24, 2025

Endorsement No: 2

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

CROSS SUITS EXCLUSION

It is agreed that the following exclusion is added under Section IV., "Exclusions":

Cross Suits

This policy does not provide coverage for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to a **Named Insured** that is caused, in whole or in part, by any other **Named Insured**.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 3

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

FUNGUS EXCLUSION

A. It is agreed that the following exclusion is added under Section IV., "Exclusions":

Fungus

This policy does not provide coverage for **Bodily Injury, Property Damage, or Personal Injury and Advertising Injury** or any other **Loss**, injury, damage, cost or expense, including but not limited to, **Losses**, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **Fungus(i), Mold(s)**, mildew or yeast;
- b. Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mold(s)**, mildew or yeast;
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mold(s)**, mildew or yeast; or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **Fungus(i), Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **Loss**, injury, damage, cost or expense.

B. For the purposes of this exclusion, the following definitions are added to the policy:

"**Fungus(i)**" includes, but is not limited to, any of the plants or organisms belonging to the major group **Fungi**, lacking chlorophyll, and including **molds**, rusts, mildew, smuts and mushrooms.

"**Mold(s)**" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **Fungi** that produce **molds**.

"**Spore(s)**" means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i), Mold(s)**, mildew, plants, organisms or microorganisms.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 4

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

EXTERIOR INSULATION AND FINISHING SYSTEMS (EIFS) EXCLUSION

It is agreed that the following paragraph is added under Section IV., "Exclusions":

Exterior Insulation and Finish Systems

This policy does not apply for **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury**, included within the **Products-Completed Operations Hazard** arising in whole or in part out of the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any **Exterior Insulation and Finish System** (EIFS) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

"**Exterior Insulation and Finish System**" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and typically consisting of:

1. A rigid or semi-rigid insulation board made of polystyrene, polyisocyanurate foam and/or other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 5

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

LEAD EXCLUSION

A. It is agreed that the following exclusion is added under Section IV., "Exclusions":

Lead

This policy does not provide coverage for:

Any liability arising out of **Lead** or any product(s) containing **Lead**.

B. It is agreed that the following definition is added under Section VI., "Definitions":

Lead means:

1. The substance commonly known as **Lead**; and
2. Any substance or product which has the same or substantially similar chemical formulation, structure or function as **Lead**, by whatever name manufactured, formulated, structured, sold or distributed.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 6

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

SILICA EXCLUSION ENDORSEMENT

A. It is agreed that the following exclusion is added under Section IV., "Exclusions":

Silica

This policy does not provide coverage for:

Any liability arising out of **Silica**, **Silica** fiber(s) or **Silica Dust** or any products containing **Silica**, **Silica** fiber(s) or **Silica Dust**.

B. It is agreed that the following definitions are added under Section VI., "Definitions":

Silica means:

1. The substance commonly known as **Silica**; and
2. Any substance or product which has the same or substantially similar chemical formulation, structure or function as **Silica**, by whatever name manufactured, formulated, structured, sold or distributed.

Silica Dust means:

1. Dust comprising of **Silica** only; and
2. Dust comprising of **Silica** mixed with other dust or fiber(s) including, but not limited to, asbestos fibers.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 7

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

PROFESSIONAL LIABILITY EXCLUSION

It is agreed that the following exclusion is added under Section IV., "Exclusions":

Professional Liability

This policy does not provide coverage for any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the **Insured** or any person for whom the **Insured** is legally responsible.

It is understood this exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 8

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

EMPLOYER'S LIABILITY EXCLUSION

It is agreed that the following exclusion is added under Section IV., "Exclusions":

Employer's Liability

This policy does not provide coverage for any liability arising out of **Bodily Injury** to an employee in the course of employment, where the obligation of any underlying insurer or self-insurance mechanism providing employer's liability coverage for the **Insured** is by law unlimited.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 9

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

BACTERIA EXCLUSION

It is agreed that the following exclusion is added under Section IV., "Exclusions":

Bacteria

This policy does not provide coverage for:

Bodily Injury, Property Damage or Personal Injury and Advertising Injury or any other **Loss**, injury, damage, cost or expense, including, but not limited to, **Losses**, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by bacteria.

This exclusion applies regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **Loss**, injury, damage, cost or expense.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 10

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)
forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach
by: Allied World Assurance Company (U.S.) Inc.

KNOWLEDGE OF OCCURRENCE ENDORSEMENT

It is agreed that the following condition is added under Section V., "Conditions":

Knowledge of Occurrence Endorsement

Notwithstanding any other provisions(s) in this policy to the contrary, and solely as respects any loss reporting requirements under this policy, it is understood that knowledge of **Occurrence** by the agent, servant, or employee of the **Insured** or any other person shall not in itself constitute knowledge by the **Insured**, unless the Risk Manager or Risk Management Department received notice from said agent, servant, employee or any other person.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 11

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

COMMERCIAL GENERAL LIABILITY LIMITATION ENDORSEMENT

It is agreed that the following exclusion is added under Section IV., "Exclusions":

Commercial General Liability

This policy does not provide coverage for Commercial General Liability.

However, if insurance for Commercial General Liability is provided by a policy listed in **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 12

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

NOTICE OF OCCURRENCE

It is agreed that Section V., "Conditions", Paragraph G. **Duties in the Event of an Occurrence, Claim or Suit** is amended to include the following provision:

5. Your failure to give first report of a claim to us will not invalidate coverage under this policy if the **Loss** was inadvertently reported to another insurer. However, you will report any such **Occurrence** to us within a reasonable time once you become aware of such error.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 13

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)
forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach
by: Allied World Assurance Company (U.S.) Inc.

ANTI-STACKING EXCESS CASUALTY LIMITATION ENDORSEMENT

It is agreed that the following condition is added under Section V., "Conditions":

Anti-Stacking Excess Casualty Limitation

If this policy and any **Other Insurance** provided by one or more of our member companies apply to the same claim, **Suit** or **Occurrence**, the maximum limit of insurance under all insurance available will not exceed the highest applicable limit of insurance available under any one policy. However, this condition will not apply if the insurance is specifically written to be excess of this policy.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 14

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

CLAIMS REPORTING AMENDMENT ENDORSEMENT

It is agreed that Section V., "Conditions", Paragraph G. **Duties in the Event of an Occurrence, Claim or Suit** is amended to include the following provisions:

You must provide us with immediate written notice of:

- a. any claim, either paid or reserved, for twenty-five percent (25%) or more of the applicable limits of **Scheduled Underlying Insurance**; and
- b. any claim for an **Occurrence** not covered by **Scheduled Underlying Insurance** nor by any **Other Insurance** providing coverage to the **Insured** in which the requested damages exceeds the **Self-Insured Retention**.

You must also give us immediate written notice of any injury of the following types:

- a. a fatality;
- b. severe burns;
- c. traumatic brain injury;
- d. dismemberment or amputation;
- e. paralysis;
- f. loss or impairment of eyesight or hearing;
- g. severe scarring; or
- h. a sexual assault or battery, including, but not limited to, rape, molestation or sexual abuse.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 15

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
AND OTHER ACTS OF TERRORISM**

It is agreed that Section **IV. EXCLUSIONS**, is amended to include the following additional exclusion:

Certified Acts of Terrorism and Other Acts of Terrorism

This policy does not provide coverage for any liability, **Loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of a **Certified Act of Terrorism** or an **Other Act of Terrorism**.

For the purpose of this endorsement, Section **VI. DEFINITIONS** is amended to include the following additional definitions:

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:

- a. The act resulted in insured losses in excess of five million dollars (\$5,000,000) in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or any 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.

Other Act of Terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as now constituted or hereafter amended.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 16

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

SERVICE OF SUIT

It is agreed that the following condition is added under Section V., "Conditions":

Service Of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request 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 our 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 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 of process in such suit may be made upon counsel, Legal Department, Allied World Assurance Company (US), Inc., 199 Water Street, 24th Floor, New York, NY 10038 or his or her representative, and that in any suit instituted against us upon this policy, we 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 therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful agent upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 17

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

**CONSTRUCTION OPERATIONS EXCLUSION
(INCLUDING CONSTRUCTION DEFECT)
(WITH STATED EXCEPTION)**

A. It is agreed that the following exclusion is added under Section **IV. EXCLUSIONS**:

Construction Operations

This policy does not provide coverage for any liability, without limitation, arising out of **Construction Operations**.

This exclusion applies whether or not the **Construction Operations** have been completed or are ongoing, and also applies to any defects resulting therefrom.

This exclusion does not apply to the routine maintenance or routine repair operations, which are conducted by the **Insured**, but only if such operations are **Non-Structural Improvements**.

B. For the purpose of this endorsement only, it is agreed that the following definitions are added under Section **VI. DEFINITIONS**:

Construction Operations means any activity by or on behalf of any **Insured**, in any capacity, regarding, related to, arising out of, or in support of any design, planning, site preparation, construction, demolition, renovation, remodeling, conversion, or structural repairing of a building or any other structure, and includes materials, workmanship, and equipment used in connection therewith.

Non-Structural Improvements means **Construction Operations** that do not relate to the erection, repair, improvement, or replacement of:

1. building frames;
2. building foundations;
3. load-bearing walls;
4. columns, girders, trusses, beams and spandrels that are necessary to the stability of the building structure; or
5. any other element or component of a building necessary to the stability of the building structure.

It is understood that to the extent any coverage may otherwise be provided under this policy and its endorsements, the provisions of this exclusion shall be applicable and shall supersede any such other provisions.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 18

This Endorsement, effective: **January 1, 2025**

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

**ABSOLUTE ACCESS, COLLECTION AND DISCLOSURE OF
NON-PUBLIC INFORMATION EXCLUSION**

It is agreed that this policy is amended as follows:

A. Section **IV. EXCLUSIONS** is amended to include the following additional exclusion:

Access, Collection and Disclosure of Non-Public Information

This policy does not provide coverage for **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** or any other **Loss**, injury, damage, cost, expense, liability or legal obligation arising out of, or in any way related to, any:

1. unauthorized access to, or unauthorized collection or use of, **Non-Public Information**;
2. intentional release or disclosure of **Non-Public Information**, made by any **Insured** or employee of any **Insured** with unlawful intent or intentionally in violation of any **Insured's** procedures or policies designed to protect the confidentiality of **Non-Public Information**; or
3. notification expenses, credit monitoring expenses, forensic expenses, public relations expenses, any expenses related to the issuance or re-issuance of any credit, debit or other type of payment card, or any other similar expenses incurred by the **Insured** or others arising out of any access to, collection of, or disclosure or release of **Non-Public Information**.

B. Solely for the purpose of this endorsement, Section **VI. DEFINITIONS** is amended to include the following additional definitions:

Electronic Data mean information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Non-Public Information means any person's or organization's private, confidential or personal information in the form of **Electronic Data**, including but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health or medical information or any other type of information not publicly available.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 19

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

ECONOMIC OR TRADE SANCTIONS

It is agreed that the following condition is added under Section **V. CONDITIONS**:

Economic or Trade Sanctions

We shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction, including under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 20

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

**RESIDENTIAL CONSTRUCTION OPERATIONS AND
CONDOMINIUM AND COOPERATIVE CONVERSION EXCLUSION**

It is agreed that this policy is amended as follows:

Section **IV. EXCLUSIONS** is amended to include the following additional exclusion:

Residential Construction Operations and Condominium and Cooperative Conversion

This policy does not provide coverage for any liability:

1. resulting directly or indirectly from or arising, in whole or in part, out of **Residential Construction Operations** performed by or on behalf of any **Insured**. This exclusion applies whether the **Residential Construction Operations** have been completed or are ongoing, and also applies to any defects resulting therefrom; or
2. included within the **Products-Completed Operations Hazard** arising out of **Construction Operations** with respect to any building that is converted to a condominium or cooperative form of ownership after the **Construction Operations** have been completed.

Section **VI. DEFINITIONS** is amended to include the following additional definitions:

Construction Operations means any activity by or on behalf of any **Insured**, in any capacity, regarding, related to, arising out of, or in support of any design, planning, site preparation, construction, demolition, renovation, remodeling, conversion, or structural repairing of a building or any other structure, and includes materials, workmanship, and equipment used in connection therewith.

Residential Construction Operations means any activity by or on behalf of any insured, in any capacity, regarding, related to, arising out of, or in support of, any construction of detached or semi-detached homes, attached, stacked or grouped homes, residential condominiums or residential cooperatives, and includes materials, workmanship, and equipment used in connection therewith.

It is understood that to the extent any coverage may otherwise be provided under this policy and its endorsements, the provisions of this exclusion shall be applicable and shall supersede any such other provisions.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 21

This Endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

COMMUNICABLE DISEASE AND INFECTIOUS AGENT EXCLUSION

Notwithstanding any other provision of this policy, it is agreed that this policy does not provide coverage for any **Bodily Injury, Property Damage, Personal Injury and Advertising Injury** or any liability, **Loss**, injury, damage, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of, or relating in any way to:

1. any **Communicable Disease** or **Infectious Agent**; or
2. any loss, cost or expense relating to the testing, monitoring, sanitizing, clean-up, removal, containment, treatment, disposal, replacement, rehabilitation of, or responding in any way to, real or personal property due to actual or suspected contamination by a **Communicable Disease** or **Infectious Agent**.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing, breach of duty or violation of law in:

- a. supervising, hiring, employing, training or monitoring of others that may be a host or carrier of an **Infectious Agent** or infected with a **Communicable Disease**;
- b. testing or failure to test for an **Infectious Agent** or **Communicable Disease**;
- c. failure to prevent or limit the spread of an **Infectious Agent** or **Communicable Disease**;
- d. failure to warn or inadequacy of any warnings or instructions related to the actual or potential presence of an **Infectious Agent** or **Communicable Disease**;
- e. failure to report the presence of a known or suspected **Infectious Agent** or **Communicable Disease** to a governing authority or organization; or
- f. any other measures taken in response to the actual or suspected presence of an **Infectious Agent** or **Communicable Disease**.

Solely for the purpose of this endorsement, Section **VI. DEFINITIONS** is amended to include the following additional definitions:

Communicable Disease means any disease, illness or bodily condition caused by the direct or indirect transmission by any means of or exposure to an **Infectious Agent**.

Infectious Agent means any bacteria, virus, toxin, parasite or other organism or biological entity capable of causing a **Communicable Disease** or exacerbating or accelerating an existing bodily condition or illness.

It is understood that to the extent any coverage may otherwise be provided under this policy and its endorsements, the provisions of this exclusion shall be applicable and shall supersede any such other provisions.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 22

This endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

by: Allied World Assurance Company (U.S.) Inc.

**PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCE
(PFAS) EXCLUSION**

It is agreed that the following exclusion is added to Section **IV. EXCLUSIONS**:

Perfluoroalkyl Or Polyfluoroalkyl Substance (PFAS)

This insurance does not apply to any **Bodily Injury, Property Damage, Personal Injury and Advertising Injury**, liability, **Occurrence**, damage, **Loss**, cost or expense based upon, arising from, arising out of, whether directly or indirectly or in whole or in part, in any way involving, related to, or in any way associated with, any actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of:

1. polymers or non-polymers of any perfluoroalkyl or polyfluoroalkyl substance ("PFAS") including but not limited to perfluorooctanoic acid ("PFOA"), perfluorooctane sulfonic acid ("PFOS"), or any PFAS replacement compound (such as Gen-X);
2. any additives to any substance or compound described in paragraph 1. above; or
3. any associated salts, precursors, by-products or degradation products of any substance or compound or additive described in paragraphs 1. and 2. above.

This exclusion applies regardless of: (i) the source or origin of the PFAS or any other substance or compound described above; and (ii) whether the PFAS or any other substance or compound described above is related to or arises out of any services, work, operations, property, or product of any **Insured**.

It is understood that to the extent any coverage may otherwise be provided under this policy and its endorsements, the provisions of this exclusion shall be applicable and shall supersede any such other provisions.

All other terms and conditions of this policy remain unchanged.

By:



Gregg Glick

Title: Sr. Vice President

Date: January 24, 2025

Endorsement No: 23

This endorsement, effective: January 1, 2025

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 0314-1321

Issued to: Named Associations at Century Village West Palm Beach

BY: ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.

**BIOMETRIC IDENTIFIERS, BIOMETRIC INFORMATION
AND DATA PRIVACY EXCLUSION**

It is agreed that this policy is amended as follows:

A. Section **IV. EXCLUSIONS** is amended to include the following additional exclusion:

This policy does not provide coverage for any **Bodily Injury, Property Damage, Personal Injury and Advertising Injury** or any other liability, damages, **Loss**, cost or expense arising directly or indirectly out of:

1. any actual or alleged act or omission by any **Insured** or any other person that violates or is alleged to violate any **Biometric Identifier, Biometric Information or Personal Information** related requirement under any federal, state, local or foreign statute, ordinance or regulation; or
2. any other allegation against any **Insured** involving any actual or alleged **Biometric Identifiers, Biometric Information or Personal Information**, including but not limited to any actual or alleged violation of common or civil law.

B. The exclusion in Paragraph A. above applies:

1. To all acts, omissions or allegations, including but not limited to those involving any access to or collection, capture, purchase, receipt through trade, safeguarding, use, handling, storage, retention, recording, disclosure, printing, publication, redisclosure, dissemination, destruction, disposal, transmittal, communication, distribution, sale, lease or trade of any actual or alleged **Biometric Identifier, Biometric Information or Personal Information**.
2. Even if:
 - a. the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others if the claims involve an act, omission or allegation described in paragraph A. above; or
 - b. damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, defense expenses or any other loss, cost or expense incurred by any **Insured** or others arising out of an act, omission or allegation described in paragraph A. above.

C. Solely for the purpose of this endorsement, Section **VI. DEFINITIONS** is amended to include the following additional definitions:

1. **Biometric Identifiers** mean an individual's physiological, biological or behavioral characteristics that can be used singly or in combination with each other or with other identifying data to establish individual identity, regardless of how captured, converted, stored or shared. **Biometric Identifiers** include but are not limited to:
 - a. a retina or iris scan, fingerprint, voiceprint or scan or image of the hand, palm, vein patterns or face geometry, voice recordings, keystroke patterns or rhythms, gait patterns or rhythms, sleep, health or exercise characteristics;
 - b. an individual's deoxyribonucleic acid (DNA); and
 - c. any **Biometric Identifiers** as set forth in any federal, state, local or foreign statute, ordinance or regulation.

2. **Biometric Information** means any information, regardless of how it is captured, stored, converted or shared, that is based on an individual's **Biometric Identifier** as described in paragraph C.1. above.
3. **Personal Information** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular person, household, account or property, including but not limited to:
 - a. identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, insurance policy number, employment, employment history, bank account number, credit card number, debit card number or any other financial information, medical information, genetic information or health insurance information or other similar identifiers, characteristics or descriptors;
 - b. commercial information, including records of personal property, products or services purchased, obtained or considered, transactions occurring over a peer-to-peer electronic cash system, or other purchasing or consuming histories or tendencies;
 - c. internet or other electronic network activity information, including but not limited to browsing history, search history and information regarding a person's or household's interaction with an internet website, application or advertisement;
 - d. geolocation data;
 - e. audio, electronic, visual, thermal, olfactory or similar information;
 - f. professional or employment-related information that is not publicly available;
 - g. education information, i.e., information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Section 1232g; 34 CFR Part 99) including any amendments thereto;
 - h. identifiers set forth in any state or federal consumer protection or privacy statute or law, including but not limited to the identifiers shown in Paragraphs a. through g. above; or
 - i. inferences drawn from any of the identifiers shown in Paragraphs a. through h. above to create a profile about a person or household reflecting such person's or household's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities or aptitudes.

It is understood that to the extent any coverage may otherwise be provided under this policy and its endorsements, the provisions of this exclusion shall be applicable and shall supersede any such other provisions.

All other terms and conditions of this policy remain unchanged.

Allied World Assurance Company (U.S.) Inc.

By: 

Gregg Glick

Title: **Sr. Vice President**

Date of Issuance: January 24, 2025

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER THE
TERRORISM RISK INSURANCE ACT**

The **Insured** is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the **Insured** has a right to purchase insurance coverage for **Losses** arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The **Insured** should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this policy for **Losses** caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the **Insured's** policy may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, beginning on January 1, 2020, the United States Government will generally reimburse 80% of covered terrorism **Losses** exceeding a statutorily established deductible that we must meet, and which deductible is based on a percentage of our direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for payment of any portion of the 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 for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to **Losses** arising from events other than Certified Acts of Terrorism.

The **Insured** should know that under federal law, the **Insured** is not required to purchase coverage for **Losses** caused by Certified Acts of Terrorism.

Please indicate the selection of the **Insured** below.

The **Insured** hereby elects to purchase coverage in accordance with the Act for a premium of \$3,145.00.

The **Insured** hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

Signature of **Insured**

Named Associations at Century Village West Palm Beach

Print/Title

0314-1321

Date



ALLIED WORLD ASSURANCE COMPANY (U.S.) INC. Umbrella Liability Insurance Policy

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

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying 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 qualifying as such under Section VI., "Definitions."

Except for headings, words that appear in **bold print** have special meaning. See Section VI., "Definitions."

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

I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY

- A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury** or **Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract**.

The amount we will pay for damages is limited as described in Section III., "Limits of Insurance."

- B. This policy applies, only if:

1. the **Bodily Injury** or **Property Damage** is caused by an **Occurrence** that takes place anywhere, and the **Bodily Injury** or **Property Damage** occurs during the **Policy Period**; and
2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** that takes place anywhere arising out of your business, but only if the **Occurrence** was committed during the **Policy Period**.

- C. This policy applies to **Bodily Injury** or **Property Damage**, only if prior to the **Policy Period**, no **Insured** listed under subparagraphs 2.a., 2.b., 2.c. or 2.e. of Paragraph F. of Section VI., "Definitions," no executive officer or director listed under subparagraph 2.d. of Paragraph F. of Section VI. and no employee authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury** or **Property Damage** had occurred, in whole or in part. If such an **Insured** or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury** or **Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.

Bodily Injury or **Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period**, known to have occurred by any **Insured** listed under subparagraphs 2.a., 2.b., 2.c. or 2.e. of Paragraph F. of Section VI., "Definitions," any executive officer or director listed under subparagraph 2.d. of Paragraph F. of Section VI. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the **Policy Period**.

- D. **Bodily Injury** or **Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under subparagraphs 2.a., 2.b., 2.c. or 2.e. of Paragraph F. of Section VI., "Definitions," any executive officer or director listed under subparagraph 2.d. of Paragraph F. of Section VI. or any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**:
1. reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
 2. receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**; or
 3. becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.
- E. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
- F. If we are prevented by law or statute from paying damages covered by this policy on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Retained Limit**.

II. DEFENSE PROVISIONS

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** covered by this policy, even if the **Suit** is groundless, false or fraudulent when:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted; or
 2. the damages sought because of **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** would not be covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**, even if the total applicable limits of either the **Scheduled Underlying Insurance** or any applicable **Other Insurance** had not been exhausted by the payment of **Loss**.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

- B. We will have no duty to defend the **Insured** against any **Suit** seeking damages for **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** to which this insurance does not apply.
- C. When we assume the defense of any **Suit** against the **Insured** that seeks damages covered by this policy, we will:
1. investigate, negotiate and settle the **Suit** as we deem expedient; and
 2. pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**:
 - a. premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;

- b. premiums on appeal bonds required by law to appeal a judgment in a **Suit** for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - c. all court costs taxed against the **Insured** in the **Suit**;
 - d. pre-judgment interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest accruing after we make such offer;
 - e. post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and
 - f. the **Insured's** expenses incurred at our request or with our consent.
- D. Except as provided in Paragraph A. above, we will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.
- E. We will not defend any **Suit**, or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph C. above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of **Loss** and we will have the right to withdraw from the further defense of such **Suit** by tendering control of said defense to the **Insured**.

III. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 3. of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:
- 1. **Insureds**;
 - 2. claims made or **Suits** brought;
 - 3. persons or organizations making claims or bringing **Suits**; or
 - 4. coverages provided under this policy.
- B. The General Aggregate Limit stated in Item 3. of the Declarations is the most we will pay for all damages under this policy, except for:
- 1. damages included within the **Products-Completed Operations Hazard**; and
 - 2. damages because of **Bodily Injury** or **Property Damage** to which this policy applies, caused by an **Occurrence** and resulting from the ownership, maintenance or use of an **Auto** covered under **Scheduled Underlying Insurance**.
- C. The Products-Completed Operations Aggregate Limit stated in Item 3. C. of the Declarations is the most we will pay for all damages included in the **Products-Completed Operations Hazard**.

- D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 3. A. of the Declarations is the most we will pay for the sum of all damages arising out of any one **Occurrence**.
- E. Subject to Paragraphs B. and C. above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written **Insured Contract** to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the minimum Limits of Insurance you agreed to procure in such written **Insured Contract**.
- F. This policy applies only in excess of the **Retained Limit**. If however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:
1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
 2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.
- G. If the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss** to which this policy applies and the total applicable limits of applicable **Other Insurance** are reduced or exhausted, we will:
1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance**; and
 2. in the event of exhaustion, continue in force as underlying insurance.
- H. Expenses incurred to defend any **Suit** or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of **Scheduled Underlying Insurance**, then such expenses will reduce the applicable Limits of Insurance of this policy.
- I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the **Policy Period** shown in the Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.
- J. We will not make any payment under this policy unless and until:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss** to which this policy applies and any applicable **Other Insurance** has been exhausted by the payment of **Loss**; or
 2. the total applicable **Self-Insured Retention** has been satisfied by the payment of **Loss** to which this policy applies.

When the amount of **Loss** has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the **Insured** the amount of such **Loss** falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

IV. EXCLUSIONS

A. Aircraft and Watercraft

This policy does not provide coverage for **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading and unloading.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to a watercraft you do not own that is:

1. less than 26 feet long; and
2. not being used to carry persons or property for a charge.

B. Asbestos

This policy does not provide coverage for any liability arising out of:

1. the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;
2. any obligation of the **Insured** to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. any obligation to defend any **Suit** or claim against the **Insured** that seeks damages if such **Suit** or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

C. Contractual Liability

This policy does not provide coverage for any liability for which the **Insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. that the **Insured** would have in the absence of a contract or agreement; or
2. assumed in an **Insured Contract**, provided **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the **Insured Contract**. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury** or **Property Damage** and included in the Limits of Insurance of this policy, provided:
 - a. liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and

- b. such attorney fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

D. Damage to Impaired Property or Property Not Physically Injured

This policy does not provide coverage for **Property Damage to Impaired Property** or property that has not been physically injured, arising out of:

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

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

E. Damage to Property

This policy does not provide coverage for **Property Damage** to:

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

Subparagraph 2. of this exclusion does not apply if the premises are **Your Work** and were never occupied, rented or held for rental by you.

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

Subparagraph 6. of this exclusion does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

F. Damage to Your Product

This policy does not provide coverage for **Property Damage to Your Product** arising out of it or any part of it.

G. Damage to Your Work

This policy does not provide coverage for **Property Damage to Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

H. **Electronic Chatrooms or Bulletin Boards and Electronic Data**

This policy does not provide coverage for **Personal Injury and Advertising Injury** arising out of an electronic chatroom or bulletin board any **Insured** hosts, owns, or over which any **Insured** exercises control. Additionally, this insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

I. **Employees and Volunteers**

This policy does not provide coverage for liability of any employee or volunteer qualifying as an **Insured** under this policy arising out of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury**:

1. to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to an employee of yours while in the course of his or her employment or performing duties related to the conduct of your business, or to another volunteer of yours while performing duties related to the conduct of your business;
2. to the spouse, child, parent, brother or sister of such injured employee or volunteer as a consequence of subparagraph 1. above;
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraphs 1. or 2. above; or
4. arising out of his or her providing or failing to provide professional health care services.

Subparagraphs 1., 2. and 3. above do not apply to any liability arising out of **Bodily Injury or Personal Injury and Advertising Injury** if such coverage is provided by **Scheduled Underlying Insurance**. Coverage under this policy for **Bodily Injury or Personal Injury and Advertising Injury** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

J. **Employment Practices**

This policy does not provide coverage for any liability arising out of:

1. failure to hire any prospective employee or any applicant for employment;
2. dismissal, discharge or termination of any employee;
3. failure to promote or advance any employee; or

4. employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee, including, but not limited to:
 - a. coercion, harassment, humiliation or discrimination;
 - b. demotion, evaluation, reassignment, discipline, or retaliation;
 - c. libel, slander, humiliation, defamation, or invasion of privacy; or
 - d. violation of civil rights.

This exclusion applies:

1. whether an **Insured** may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

K. **Expected or Intended Injury**

This policy does not provide coverage for **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property.

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

This policy does not provide coverage for **Personal Injury and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.

M. **Liquor Liability**

This policy does not provide coverage for **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;
2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion will not apply if coverage is provided for such **Bodily Injury** or **Property Damage** by **Scheduled Underlying Insurance**.

Coverage under this policy for such **Bodily Injury** or **Property Damage** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

N. **Media and Internet Type Businesses**

This policy does not provide coverage for **Personal Injury and Advertising Injury** committed by any **Insured** whose business is:

1. advertising, broadcasting, publishing or telecasting;
2. designing or determining content of web-sites for others; or
3. an Internet search, access, content or service provider.

However, this exclusion does not apply to subparagraphs M.1., M.2. and M.3. of Section VI., "Definitions."

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

O. No-Fault, Uninsured Motorist or Underinsured Motorist Laws

This policy does not provide coverage for any obligation of the **Insured** under any No-Fault, Uninsured Motorist or Underinsured Motorist law, or any similar law.

P. Nuclear Liability

This policy does not provide coverage for:

1. any liability:
 - a. with respect to which the **Insured** is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; (2) the **Insured** is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or an agency thereof with any person or organization;
 - c. for **Bodily Injury** or **Property Damage** resulting from the hazardous properties of nuclear material if:
 - i) the nuclear material (1) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf or (2) has been discharged or dispensed therefrom;
 - ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or
 - iii) the **Bodily Injury** or **Property Damage** arises out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this

exclusion c. applies only to **Property Damage** to such nuclear facility and any property thereat.

2. As used in this exclusion:

- a. "hazardous properties" includes radioactive, toxic or explosive properties;
- b. "nuclear material" means source material, special nuclear material or by-product material;
- c. "source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto;
- d. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below;
- f. "nuclear facility" means:
 - i) any nuclear reactor;
 - ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging wastes;
 - iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the **Insured's** custody at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233 or any combination thereof, or more than two-hundred-fifty (250) grams of uranium 235; or
 - iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, andincludes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- g. "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; and
- h. **Property Damage** includes all forms of radioactive contamination of property.

Q. Pollution

This policy does not provide coverage for:

- 1. Any **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;
- 2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or

3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**.

However, Paragraph 1. of this exclusion will not apply if coverage for such **Bodily Injury** or **Property Damage** as is described in subparagraphs 1) through 6) below is provided by **Scheduled Underlying Insurance**:

1) **Products-Completed Operations Hazard**

Paragraph 1. of this exclusion does not apply with respect to **Bodily Injury** or **Property Damage** included within the **Products-Completed Operations Hazard** provided that **Your Product** or **Your Work** has not at any time been:

- a) discarded, dumped, abandoned, thrown away; or
 - b) transported, handled, stored, treated, disposed of or processed as waste;
- by anyone.

2) **Hostile Fire**

Paragraph 1. of this exclusion does not apply with respect to **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**.

3) **Equipment to Cool, Dehumidify, or Heat the Building and Contractor/Lessee Operations**

Paragraph 1. of this exclusion does not apply to:

- a) **Bodily Injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests;
- b) **Bodily Injury** or **Property Damage** for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than the additional **Insured**.

4) **Fuels, Lubricants and Other Operating Fluids - Mobile Equipment**

Paragraph 1. of this exclusion does not apply to:

- a) **Bodily Injury** or **Property Damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **Bodily Injury** or **Property Damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured contractor or subcontractor; or

- b) **Bodily Injury** or **Property Damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

5) **Fuels, Lubricants, Fluids, etc. – Auto**

Paragraph 1. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an **Auto** covered by **Scheduled Underlying Insurance** or its parts, if:

- a) the **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Auto** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and
- b) the **Bodily Injury** or **Property Damage** does not arise out of the operation of any equipment described in subparagraphs 6.b. and 6.c. of the definition of **Mobile Equipment**.

6) **Upset, Overturn or Damage of an Auto**

Paragraph 1. of this exclusion does not apply to **Occurrences** that take place away from premises owned by or rented to an **Insured** with respect to **Pollutants** not in or upon an **Auto** covered by **Scheduled Underlying Insurance** if:

- a) the **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of an **Auto** covered by **Scheduled Underlying Insurance**; and
- b) the discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage.

Coverage under this policy for such **Bodily Injury** or **Property Damage** as is described in subparagraphs 1) through 6) above will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

R. **Recall of Your Product, Your Work or Impaired Property**

This policy does not provide coverage for damages claimed for any **Loss**, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1. **Your Product**;
- 2. **Your Work**; or
- 3. **Impaired Property**;

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

S. **Securities**

This policy does not provide coverage for any liability arising out of:

1. any violation of any securities law or similar law or any regulation promulgated thereunder;
2. the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
3. any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
4. any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

T. **Unauthorized Use of Another's Name or Product**

This policy does not provide coverage for **Personal Injury and Advertising Injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

U. **Various Personal Injury and Advertising Injury**

This policy does not provide coverage for **Personal Injury and Advertising Injury**:

1. caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury and Advertising Injury**;
2. arising out of oral, written or electronic publication, in any manner, of material if done by or at the direction of any **Insured** with knowledge of its falsity;
3. arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the **Policy Period**;
4. arising out of a criminal act committed by or at the direction of the **Insured**;
5. for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;
6. arising out of a breach of contract, except an implied contract to use another's advertising idea in your **Advertisement**;
7. arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **Advertisement**; or
8. arising out of the wrong description of the price of goods, products or services stated in your **Advertisement**.

V. **Various Laws**

This policy does not provide coverage for any obligation of the **Insured** under any of the following:

1. the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law; or
2. any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

W. **Violation of Communication or Information Law**

This policy does not provide coverage for any liability arising out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws that prohibits or limits the sending, transmitting or communicating of material or information.

X. **War**

This policy does not provide coverage for any **Loss**, costs, injury, damage, claim, dispute and/or or **Suit** arising therefrom, caused directly or indirectly, in whole or in part, as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes:

1. Civil war;
2. Armed conflict between two or more nations, armed conflict between military forces of any origin, or 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.

V. **CONDITIONS**

A. **Appeals**

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable limits of **Scheduled Underlying Insurance**, we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

B. **Audit**

We may audit and examine your books and records as they relate to this policy at any time during the **Policy Period** of this policy and for up to three (3) years after the expiration or termination of this policy.

C. **Bankruptcy or Insolvency**

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of **Loss** covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under **Scheduled Underlying Insurance**.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The **Policy Period** will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 6. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 6 of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first **Named Insured** in Item 1. of the Declarations will act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Change In Control

If during the **Policy Period**:

1. the first **Named Insured** designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or
2. any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first **Named Insured** designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to **Bodily Injury** and **Property Damage** that occur prior to the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for **Bodily Injury** or **Property Damage** that occurs on or after the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place on or after the effective date of such transaction if the **Named**

Insured notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the **Named Insured** fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the **Named Insured** shown in Item 1. of the Declarations or the end of the **Policy Period**, whichever is earlier.

The provisions of paragraph E. shall only apply to transactions with third parties not under control or ownership of the **Named Insured** on the inception date of this policy.

F. **Changes**

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make to this policy.

G. **Duties in the Event of an Occurrence, Claim or Suit**

1. You must see to it that we are notified as soon as practicable of an **Occurrence** that may result in a claim or **Suit** under this policy. To the extent possible, notice should include:
 - a. how, when and where the **Occurrence** took place;
 - b. the names and addresses of any injured persons and any witnesses; and
 - c. the nature and location of any injury or damage arising out of the **Occurrence**.
2. If a claim is made or **Suit** is brought against any **Insured** which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.

Written notice should be mailed, delivered, faxed or e-mailed to us at the addresses designated in the Declarations.

3. You and any other involved **Insured** must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or **Suit**; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **Insured** because of injury or damage to which this insurance may also apply.
4. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

H. **Headings**

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

I. **Inspection**

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

J. **Legal Actions Against Us**

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a **Suit** asking for damages from an **Insured**; or
2. to sue us under 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 on a final judgment against an **Insured**; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

K. **Maintenance of Scheduled Underlying Insurance**

You agree that during the **Policy Period**:

1. you will keep **Scheduled Underlying Insurance** in full force and effect;
2. the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change;
3. the total applicable limits of **Scheduled Underlying Insurance** will not decrease, except for any reduction or exhaustion of aggregate limits by payment of **Loss** to which this policy applies; and
4. any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

L. **Other Insurance**

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. **Premium**

The first **Named Insured** designated in Item 1. of the Declarations will be responsible for payment of all premiums when due. The premium for this policy will be computed on the basis set forth in Item 6. of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period**.

N. Separation of Insureds

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

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

O. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
 - a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - b. we then will be reimbursed up to the amount we have paid; and
 - c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

Q. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. **Violation of Economic or Trade Sanctions**

If coverage for a claim or **Suit** under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or **Suit** will be null and void.

VI. DEFINITIONS

- A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
1. notices that are published include material placed on the internet or on similar electronic means of communication; and
 2. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **Advertisement**.
- B. **Auto** means:
1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 2. any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged. However, **Auto** does not include **Mobile Equipment**.
- C. **Bodily Injury** means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.
- D. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- E. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:
1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. you have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
 2. your fulfilling the terms of the contract or agreement.
- F. **Insured** means:
1. the **Named Insured**;
 2. if you are designated in the Declarations as:

- a. an individual, you and your spouse are **Insureds**, but only with respect to the conduct of a business of which you are the sole owner;
 - b. a partnership or joint venture, you are an **Insured**. Your members, your partners, and their spouses are also **Insureds**, but only with respect to the conduct of your business;
 - c. a limited liability company, you are an **Insured**. Your members are also **Insureds**, but only with respect to the conduct of your business. Your managers are **Insureds**, but only with respect to their duties as your managers;
 - d. an organization other than a partnership, joint venture or limited liability company, you are an **Insured**. Your executive officers and directors are **Insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **Insureds**, but only with respect to their liability as stockholders;
 - e. a trust, you are an **Insured**. Your trustees are also **Insureds**, but only with respect to their duties as trustees;
3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
 4. your volunteer workers only while performing duties related to the conduct of your business;
 5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
 6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
 7. any person or organization, other than the **Named Insured**, included as an Additional Insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.

Notwithstanding any of the above:

- a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1. of the Declarations; and
 - b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**. This provision shall not apply to any organization set forth in the definition of **Named Insured** in subparagraphs J. 2 and 3.
- G. **Insured Contract** means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Insured Contract does not include that part of any contract or agreement:

1. that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 3. under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those shown in subparagraph 2. above and supervisory, inspection, architectural or engineering activities.
- H. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance**, then **Loss** shall include such expenses.
- I. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. vehicles maintained for use solely on or next to premises you own or rent;
 3. vehicles that travel on crawler treads;
 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. vehicles not described in subparagraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
 6. vehicles not described in subparagraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment**, but will be considered **Autos**:

- a. equipment designed primarily for:
 - i) snow removal;
 - ii) road maintenance, but not construction or resurfacing; or
 - iii) street cleaning;

- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **Mobile Equipment** does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered **Autos**.

J. **Named Insured** means:

- 1. any person or organization designated in Item 1. of the Declarations;
- 2. as of the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
- 3. after the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the **Policy Period** in which you maintain an interest of more than fifty percent (50%), provided that:
 - a. coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
 - b. you give us prompt notice after you acquire or form such organization.

Subject to the provisions of subparagraphs 3. a. and 3. b. above, a partnership, joint venture or limited liability company that you acquire or form during the **Policy Period** may be added as an **Insured** only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the **Policy Period**.

You agree that any organization to which subparagraphs 2. and 3. above apply, will be required to be included as an **Insured** under applicable **Scheduled Underlying Insurance**. If you fail to comply with this requirement, coverage under this policy will apply as though the organization was included as an **Insured**, under the highest applicable limit of **Scheduled Underlying Insurance**.

K. **Occurrence** means:

- 1. as respects **Bodily Injury or Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one **Occurrence**.

2. as respects **Personal Injury and Advertising Injury**, an offense arising out of your business that causes **Personal Injury and Advertising Injury**. All damages that arise from the same, related or repeated injurious material or act will be deemed to arise out of one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

L. **Other Insurance** means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, **Other Insurance** does not include **Scheduled Underlying Insurance**, the **Self-Insured Retention** or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

M. **Personal Injury and Advertising Injury** means injury arising out of your business, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
5. oral or written publication, in any manner, of material that violates a person's right of privacy;
6. the use of another's advertising idea in your **Advertisement**; or
7. infringement upon another's copyright, trade dress or slogan in your **Advertisement**.

N. **Policy Period** means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of termination of this policy.

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

P. **Products-Completed Operations Hazard** means all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Product** or **Your Work** except:

1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned. However, **Your Work** will be deemed completed at the earliest of the following times:
 - a. when all of the work called for in your contract has been completed;
 - b. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

- c. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Products-Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the loading or unloading of that vehicle by any **Insured**; or
2. the existence of tools, uninstalled equipment or abandoned or unused materials.

Q. **Property Damage** means:

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

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

As used in this definition, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

R. **Retained Limit** means the greater of the following amounts:

1. the total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance** providing coverage to the **Insured**; or
2. the **Self-Insured Retention** applicable to each **Occurrence** that results in damages not covered by **Scheduled Underlying Insurance** nor any applicable **Other Insurance** providing coverage to the **Insured**.

S. **Scheduled Underlying Insurance** means:

1. the policy or policies of insurance and limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and
2. automatically any renewal or replacement of any policy in subparagraph 1. above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

Scheduled Underlying Insurance does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

T. **Self-Insured Retention** means the amount that is shown in Item 5. of the Declarations.

U. **Suit** means a civil proceeding in which damages because of **Bodily Injury, Property Damage, or Personal Injury and Advertising Injury** to which this policy applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our consent.

V. **Your Product** means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
2. the providing of or failure to provide warnings or instructions. **Your Product** does not include vending machines or other property rented to or located for the use of others but not sold.

W. **Your Work** means:

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

Your Work includes:

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



FACE PAGE

This page is the face of the policy referenced by number below and is a part of the policy.

Insured's Name: Named Associations at Century Village West Palm Beach
Policy Number: 03141321 Policy Dates: From: 1/1/2025 To: 1/1/2026

Surplus Lines Agent's Name: Melissa Hallmark
Surplus Lines Agent's Address: One Metroplex Drive, Suite 400
Birmingham, AL 35209
Surplus Lines Agent's License: W959152
Producing Agent's Name: Phillip Lawrence Masi
Producing Agent's Physical Address: 300 Colonial Center Parkway Ste. 270
Lake Mary, FL 32746

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

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

Policy Premium:	\$314,500.00	Policy Fee:	\$1,500.00
Inspection Fee:		Service Fee:	\$189.60
Tax:	\$15,610.40	Citizen's Assessment:	
EMPA Surcharge:		FHCF Assessment:	

Surplus Lines Agent's Countersignature: 

If this policy is a surplus lines, personal lines residential property policy then the following shall apply:

“THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”

If this policy is a surplus lines, personal lines residential property policy which includes the peril of windstorm then the following shall apply:

“THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”