



# Parkwoods III Homeowners Association, Inc.

## Insurance Proposal

January 1, 2025

Presented by Caleb Littlestone  
Assistant Vice President

Alliant Insurance Services, Inc  
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## Your Service Team

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## Named Insureds

<b>Parkwoods III Homeowners Association, Inc.</b>
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### NAMED INSURED DISCLOSURE

- Named Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change.
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Locations

Location	Address	City	State	Zip
1	1501 Park Meadows Drive	Fort Myers	FL	33907



## Package-Property Coverage

<b>Insurance Company</b>	<b>Superior Specialty</b>
Demotech Rating	A
State Covered Status	Non-Admitted
<b>Policy/Coverage Term</b>	<b>1/1/2025-1/1/2026</b>

**Coverage Detail Cause of Loss:** Against RISK OF DIRECT PHYSICAL LOSS to property for nearly all perils except a few such as earthquake, flood, nuclear contaminations, wear and tear, and war risk. The advantage of this form is that the insurance company must prove that a loss is specifically excluded in order to deny coverage under the policy.

**Valuation:** AA – Agreed Value ACV – Actual Cash Value RC – Replacement Cost

**Definitions:** AOP – All Other Perils HURR – Hurricane Deductible X-Wind – Excluding Wind & Hail  
W&H – Wind & Hail CYHD – Calendar Year Hurricane Deductible NS – Named Storm

Loc	Subject of Insurance	Amount	Valuation	Co-Ins or Agreed Amount	Cause of Loss	AOP Deductible	Wind Deductible
1	Pool house/Bath House	\$39,726	RC	Agreed amount	Special Form	\$5,000	3% NS

Additional Coverages	Limits and Deductibles
Catastrophic Ground Coverage Collapse	Included
Ordinance or Law	Excluded

Property Coinsurance: Most property insurance policies contain a coinsurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

<b>Property Quotes based on:</b>
Appraisal dated: <b>Townsend Appraisals: None on file</b>
Wind Mitigation Inspections: <b>None on file</b>

**Minimum Earned Premium Applies 25%**

## Package-General Liability Coverage

<b>Insurance Company</b>	<b>Superior Specialty</b>
A.M. Best Rating	A
State Covered Status	Non-Admitted
<b>Policy/Coverage Term</b>	<b>1/1/2025-1/1/2026</b>

### Coverage Limits

General Aggregate	\$2,000,000
Products / Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Premises Rented to You (Any one premise)	\$500,000
Medical Expense (per Person)	\$1,000

Premium Basis		U-Units   A-Area   T-Other		
GL Code	Classification	Location No:	Exposure	Rating Basis
68500	Townhomes or Similar Associations	All	104	U
48925	Swimming Pool	All	1	T

Additional Coverages	Limit
Hired & Non Owned Auto Liability	Included / Limit of Liability \$1,000,000
Terrorism	Excluded
Liability Extension Endorsement	Included

**Minimum Earned Premium Applies 25%**

## Package-Director's & Officers Liability Coverage

<b>Insurance Company</b>	<b>Ascot Insurance</b>
A.M. Best Rating	<b>A</b>
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	<b>1/1/2025-1/1/2026</b>

### Limits / Retention

Aggregate Limit	\$1,000,000
Each Claim	\$1,000,000
Defense cost outside Limit	\$1,000,000
Retention	\$1,000 Per Claim

**Prior and Pending Litigation Date:** Policy inception date

**Claims Made:** Yes

*This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.*

## Commercial Package- Crime Coverage

<b>Insurance Company</b>	<b>Superior Specialty</b>
A.M. Best Rating	<b>A</b>
State Covered Status	Non-Admitted
<b>Policy/Coverage Term</b>	<b>1/1/2025-1/1/2026</b>

### Limits

Coverage Description	Limit	Deductible
Employee Theft	\$150,000	\$0
Forgery or Alteration	\$150,000	\$0
Theft of Money & Securities	\$150,000	\$0
Money Orders & Counterfeit paper Currency	\$150,000	\$0
Computer Fraud	\$150,000	\$0
Funds Transfer Fraud	\$150,000	\$0
Property Manager Sublimit	\$150,000	\$0

**Minimum Earned Premium Applies 25%**

## Workers Compensation Coverage

<b>Insurance Company</b>	<b>Zenith Insurance</b>
A.M. Best Rating	A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	<b>1/1/2025-1/1/2026</b>

### Named Insured & Additional Named Insureds

**Parkwoods III Homeowners Association, Inc.**

### Limits

Workers Compensation	Statutory Benefit
Employers Liability - Each Accident	\$500,000
Disease-Each Employee	\$500,000
Disease-Policy Limit	\$500,000

## Locations & Exposures

State	Code	Description	Estimated Annual Payroll	Estimated Annual Premium
FL	9015	Building Maintenance	If Any	\$503.00

Name	Included	Excluded
Volunteers and Board Members	Yes	

**This policy is subject to an ANNUAL AUDIT and premium adjustment.  
Your premium will be adjusted to reflect the actual payroll for the reporting period.**

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3 A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3 C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

California Officer Exclusion Rule as of January 1, 2017: Only officers/directors of a corporation who own at least 15% of the issued and outstanding stock of the corporation can be excluded from coverage. A written waiver requesting exclusion (carrier specific) is required to be on file. Officers/directors with less than 10% ownership must be included and subject to the officer minimum/maximum for the policy year. Please refer to AB2883, SB189, and/or the carrier for full details.

**See Disclaimer Page for Important Notices and Acknowledgement**

## Umbrella / Excess Liability Coverage

<b>Insurance Company</b>	<b>Hudson Excess Insurance</b>
A.M. Best Rating	A
State Covered Status	Non-Admitted
<b>Policy/Coverage Term</b>	<b>1/1/2025-1/1/2026</b>

### Limits

General Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000

Underlying Coverages		Limits
<b>General Liability</b> Carrier: Superior Insurance Term 01/01/2025 to 01/01/2026	Each Occurrence General Aggregate Products/Completed Ops Aggregate Personal & Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
<b>Automobile Liability</b> Carrier: Superior Insurance Term 01/01/2054 to 01/01/2065	Each Occurrence	\$1,000,000
<b>Employers Liability</b> Carrier: Zenith Insurance Term 01/01/2054 to 01/01/2065	Each Accident Disease Each Employee Disease Policy Limit	\$500,000 \$500,000 \$500,000
<b>Director's &amp; Officers Liability</b> Carrier: Superior Insurance Term: 01/01/2054 to 01/01/2065	Limit of Liability	\$1,000,000

**Minimum Earned Premium Applies: 25%**

## Premium Summary

### Parkwoods III Homeowners Association, Inc.

Coverage Line	Insurance Carrier	2024-2025 Policy Premium	2025-2026 Policy Premium	Billing Method
Package-Property, General Liability, & Fidelity Bond / Crime <b>01/01/2025-01/01/2026</b>	Superior Specialty	\$10,777.00	\$7,638.55	A
Directors & Officers <b>1/01/2025-1/01/2026</b>	Ascot	Included in package	\$1,523.08	A
Umbrella <b>01/01/2025- 01/01/2026</b>	Hudson Excess	Unknown	\$808.50	A
Workers Compensation <b>01/01/2025-01/01/2026</b>	Zenith	\$509.00	\$503.00	C
<b>Estimated Total Premium</b>		<b>\$</b>	<b>\$10,473.13</b>	

F - Financed A – Agency Bill C – Company Bill

\*Premiums shown include policy fees and surplus lines taxes/fees if applicable

#### Payment Terms & Options

- Premium is due UPON RECEIPT
- Full Payment
- Premium Financed
  - Imperial Premium Finance (IPFS)
  - First Insurance Funding (FIF)

## Premium Options

Premium Options				
Option	Carrier Name	Coverage Terms	Premium	Billing Method
Umbrella option 1 <b>Selected</b>	Hudson Excess Insurance	<b>\$1,000,000 limit</b> \$2,000,000 limit \$5,000,000 limit	<b>\$808.50</b> \$1,472.62 \$2,992.50	A
Umbrella Option 2	Greenwich	\$5,000,000 limit \$10,000,000 limit \$15,000,000 limit	\$2,416.88 \$4,196.22 \$5,343.28	A
Package option 2	Superior	General Liability and Crime Only	<b>\$7,638.55</b>	A
Director's & Officer's	Ascot	\$1,000,000 Each/Aggregate \$1,000,000 Defense outside limit	<b>\$1,523.08</b>	A
Legal Defense	Atlantic Mutual Demotech Rating: A Admitted	<b>Legal Defense</b> This policy provides UNLIMITED DEFENSE through trial with NO DEDUCTIBLE including access to a legal defense hotline, which grants the Association 12 hours of access to an attorney at no additional cost.	<b>\$916.00</b> Option A <b>\$2,916.00</b> Option B Extended Reporting	A

## Marketing Status

Coverage Type	Carrier Name	Reasons for Declination
Director's & Officer's <b>Selected</b>	Starfish-Ascot	\$1,000,000 Each/Aggregate \$1,523.08
Crime/Fidelity Bond	Starfish-Ascot	\$150,000 Limit/\$1,000 Ded \$543.97
Umbrella	Greenwich	Quoted all limits-above
Package-General Liability & Crime <b>Selected</b>	Superior	<b>\$7,638.55</b>



## Recommendations

- Confirm your Association's documents comply with all current Florida Statutes.
- Confirm appraised values match the values shown on your policy and this proposal. All appraisals should follow Florida statutory guidelines. **The appraisal we have on file is dated: None on file**
- Confirm the Fidelity Bond meets the requirements of Florida Statutes.
- Consider an Umbrella Liability policy or increasing your current policy limit.
- Review and understand Building Ordinance or Law exposure and coverage.
- Consider purchasing Flood insurance.
- Consider a Legal Defense policy.
- Confirm all improvements are insured; as required by your Association's documents.
- Establish a unit owner's insurance program.
- Discuss Risk Management ideas to reduce Association exposure.
- Obtain a certificate of insurance from all vendors and subcontractors. Have the vendor/subcontractor list the association as an Additional Insured and maintain this certificate in your records for at least 5 years. You may consider third party Crime coverage for all vendors and subcontractors.
- Provided wind mitigation forms for each building have been applied for applicable credits. All owners should be provided a copy for their records. (Windstorm credits are company specific based on information provided). **The forms we have on file are dated: None on file**

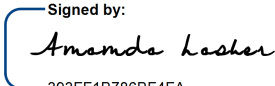
## Request to Bind Coverage

### Parkwoods III Homeowners Association, Inc.

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Package-Property, General Liability & Crime-Superior	X
Director's & Officers Liability-Ascot	X
Umbrella-Hudson Excess	X
Workers Compensation -Zenith	X

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

<p>Signed by:</p>  <p>393FE1B786BE4EA</p> <hr/> <p><b>Signature of Authorized Representative</b></p> <p>Vice President</p> <hr/> <p><b>Title</b></p> <p>Amanda Lasher</p> <hr/> <p><b>Printed / Typed Name</b></p>	<p>12/30/2024</p> <hr/> <p><b>Date</b></p>
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***This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.***

## Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like addition quotes please check Yes/No across from the coverage below, sign and return.

### Target Coverages

	Yes	No
<b>CYBER RISK</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>FLOOD INSURANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LEGAL DEFENSE</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SELECTING THE "REJECT ALL OR ACCEPT ALL" OPTION WILL OVERRIDE ANY SELECTIONS YOU HAVE MADE ABOVE</b>	<input checked="" type="checkbox"/> Reject All <input type="checkbox"/> Accept All for Consideration	

Signed by:

*Amanda Lasher*

393FE1B786BE4FA

12/30/2024

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**Signature of Authorized Insurance Representative**


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**Date**


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 Vice President

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**Title**


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 Amanda Lasher

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**Printed / Typed Name**

## Flood Disclosure

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

### Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provide information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- "a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area"...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

### Additional Information

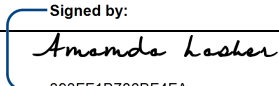
- Flood Zones-
  - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
  - Increased limits over the maximum flood limit provided by NFIP

### FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

Please indicate your selection:

- ☐ I would like to receive a flood quote
- ☒ I do NOT wish to purchased flood insurance

Signature:			Date:	12/30/2024
Name Printed / Typed:	Amanda Lasher			
Company Name:	Parkwoods III Homeowners Association, Inc.			

## Electronic Delivery Option Form

Alliant Insurance Services, Inc. may be required by law to obtain consent from insureds prior to providing electronic delivery of documents, including the policy.

You currently have selected Option 1 ☐ 2 ☐ 3 ☐ 4 ☐

Please note you may change your option at any time. If you have not previously selected an option, please select one of the following:



### 1. ELECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY

I elect to receive all my documents electronically and acknowledge I may no longer receive paper copies unless I sign a new form requesting both electronic and paper copies or specifically request them. Copies of my policies are readily available through the Alliant Connect portal for my viewing and collection.



### 2. ELECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY AND PAPER DELIVERY

I elect to receive both electronic and paper copies of my insurance policy and supporting documents.



### 3. REJECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY

I reject the option to receive my insurance policy and supporting documents electronically. I will receive paper copies of such documents.



### 4. ELECTION TO WITHDRAW CONSENT OF ELECTRONIC DELIVERY

I withdraw my previous consent of electronic delivery of my insurance policy and supporting documents. I elect to receive paper copies of such document going forward.


**Named Insured: Parkwoods III Homeowners Association, Inc.**

Amamda Lasher

Vice President

Print Name of Authorized Representative

Title

Signed by:  
  
393FE1B786BE4EA

12/30/2024

Signature of Authorized Representative

Date Signed

*If you have selected electronic document delivery, please provide the email address for the individual(s) who should receive these documents. If this information changes, please provide updated details to your service team.*

*This selection remains intact until revised by you.*

## Disclosures

This summary of insurance is provided as a matter of convenience and information only. All information included in this summary, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This summary does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

This summary does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this summary of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

## Other Disclosures/Disclaimers

### FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

### Guaranty Funds

Established by law in every state, Guaranty Funds are maintained by the state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

## Other Disclosures/Disclaimers (continued)

### Claims Reporting

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Claims Made Policy

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.



## Other Disclosures/Disclaimers (continued)

### Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evidence of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

Date: 12/13/2024



## Ascot Insurance Company

**THIS IS A CLAIMS MADE POLICY AND SUBJECT TO ITS TERMS AND CONDITIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE EXPIRATION OF THE POLICY PERIOD UNLESS A DISCOVERY PERIOD APPLIES. PLEASE READ YOUR POLICY CAREFULLY.**

### **D&O Application - Florida**

**The following buildings/exposures/amenities are NOT eligible for the Community Association Excess, D&O and Crime products:**

- "For Profit" or LLC status Associations;
- Condo hotels, otherwise known as "condotels", Boating Associations, Neighborhood Associations, Enterprise Associations or Hangar Associations;
- Associations that have a hotel as a tenant;
- Associations in which membership is voluntary;
- Financially unsound Associations or Associations involved in any bankruptcy/receivership proceedings;
- Associations that are out of compliance with federal, state, and local code;
  - Grandfathered code is not acceptable for structural supports, windows, balconies, railings, and elevated walkways.
- Associations with occupancy rates (completed) below 75% unless the building is less than a year old;
- Associations that have 1,000 units or will have more than 1,000 units when fully built-out

#### Amenity Ineligibilities

- Associations that provide assisted living services including but not limited to medical & transportation;
- Associations that provide transportation/valet services to their members (includes third party operators);
- Associations that own, operate, or manage golf courses (putting/chipping greens are acceptable);
- Associations that have any aviation exposure including landing strips or airplane hangars;
- Associations that own, operate, manage or provide ski, tubing, or equestrian trails;
- Associations that sponsor organized athletic events and teams;
- Associations that have marina operations and/or underlying marina liability exposure. Boat slips are eligible but only in cases where the association is not providing any services including but not limited to docking, fueling, launching, and repair;
- Associations that serve alcohol beyond "host" liquor exposure;
- Associations that are out of compliance with any federal, state, or county Covid-19 regulations;
- Associations that have any foreign exposures;
- Associations that own, operate or manage armed security services for the Association;

#### Commercial or Non-Habitational Exposure Ineligibilities

- Commercial Associations where >50% of units or square footage is retail and/or open to public customers.
- Associations that contain, own, operate or lease to the following categories of commercial owners or tenants:

- Apartment buildings, hotels, or any other type of rental or leased dwellings
- Daycare or child development learning centers
- Bars, nightclubs, adult clubs, pubs or taverns
- Religious institutions
- Firearms sales, services or ranges
- Food processing plants
- Governmental or politically affiliated offices including post offices
- Hospitals or other in-patient medical facilities
- Schools
- Planned parenthood facilities

**Rental Exposure Ineligibilities (applicable to short and long-term rental exposures)**

- Association rentals that exceed 50% of the total completed units at any one given time;
- Associations that provide leasing, renting, hospitality, or managing services to units or unit owners (includes short-term vacation rentals or "hoteling" of units/homes);
- Associations where the Property Management firm provides leasing, renting, hospitality, or managing services to units or unit owners via a separate contract;
- Associations that have front desks, concierges, or any staff (directly employed, employed by the property manager, or employed by any other entity) that assist with unit rental and/or housekeeping duties;
- Associations where the association or property management website advertises short-term or vacation rentals;
- Associations that include mentions of staff or other details that are consistent with vacation/hospitality/tourism/resort experiences.

**Master Association Ineligibilities**

- Master Associations with any commercial exposure or any sub associations with commercial exposure
- Master Associations where any units report directly to the Master (and not a sub association)
- Master Associations that contain sub associations that have any ineligible exposures noted previously
- Master Associations where sub associations do not have their own insurance

**I acknowledge that I have read the above eligibility requirements and this association risk complies:**

Yes

**The following Community Associations are NOT eligible for the D&O product:**

- No single entity can own or control a significant portion of the units in an association as defined below:
  - 50% for associations 15 units or less;
  - 30% for associations with more than 15 units;
- Associations with >30% dues in arrears are ineligible;
- Associations with > 10 employees (does not include board members, volunteers, or employees of a property manager);
- Associations not in compliance with all applicable state, county and federal rules related to Covid.

**I acknowledge that I have read the above eligibility requirements and this association risk complies:**

Yes

**The following Short-term Rental Associations and Timeshare Associations are NOT eligible for the D&O Product:**

- Associations where the Named Insured is a for-profit entity or LLC status association;
- Associations where the rentals or timeshare units are affiliated with a hotel operation;
- Associations where Short-Term rentals are not explicitly allowable per the association's CCRs and by-laws;
- Association that provide leasing, management, or hospitality services for the rentals.

Note: Condominiums and Cooperatives in known vacation/hospitality/tourism/resort communities may be asked to submit their latest budget and/or financials to review short-term rental exposure.

**I acknowledge that I have read the above eligibility requirements and this association risk complies:**

Yes

**Named Insured:**

Parkwoods III Homeowners Association, Inc

**Street Address:**

1501 Park Meadows Dr

**Street Address 2:**

**City:**

Fort Myers

**State:**

FL

**Zip Code:**

33907

**Is the Mailing address same as the risk address?**

No

**Mailing Street Address:**

PO Box 61376

**Mailing Street Address 2:**

**Mailing City:**

Fort Myers

**Mailing State:**

FL

**Mailing Zip Code:**

33906

**Type of Community Association:**

HOA

**Number of Stories:**

N/A

**Number of completed Residential Units:**

104

**Number of completed Commercial Units:**

N/A

**Total Square Footage of Association:**

N/A

**Total Square Footage of Commercial Units:**

N/A

**Average Unit Price:**

200000

**Number of Association Owned Automobiles:**

N/A

**Number of Employees:**

0

**Please describe the roles and duties of the employees:**

N/A

**Total Number of Pools, Spas and/or Saunas:**

1

**Is the value of any one unit or home in excess of \$1,999,999?**

No

**Is the Association Fully Built Out?**

Yes

<b>How many units are anticipated upon completion?</b>	N/A
<b>Date completion anticipated:</b>	N/A
<b>Does the Association have any planned renovations and/or construction projects, not including standard phase expansion, in excess of \$25,000 planned?</b>	No
<b>Is the Association aware of, planning, or in the process of implementing any special assessments for unit owners; or has the Association completed an assessment within the past 3 years?</b>	No
<b>What percentage of Association unit owners have past due association dues/fees &gt;90 days?</b>	N/A
<b>Does each Sub-Association have its own board and tax ID?</b>	N/A
<b>Total number of units that are part of the Master Association?</b>	N/A
<b>Total number of employees of the Master Association?</b>	N/A
<b>Does each Sub-Association have its own bylaws?</b>	N/A
<b>Does each Sub-Association purchase its own D&amp;O policy?</b>	N/A
<b>Is the limit greater than or equal to \$1,000,000?</b>	N/A
<b>Is the Master requesting D&amp;O coverage for the Sub-Association?</b>	N/A
<b>Please enter the names of all Sub-Associations:</b>	N/A
<b>With respect to the coverage being requested, in the past 5 years, has a claim been made, closed, or is a claim now pending against the Entity, or any person in his or her capacity as a director, officer, trustee, employee or volunteer of the Entity? Please include any closed claims with \$0 paid.</b>	No
<b>Does any person or entity to be insured have knowledge of a Wrongful Act that may lead to a future claim?</b>	No
<b>Details regarding incident/possible future claim</b>	N/A
<b>Does the Association currently have open D&amp;O claims?</b>	N/A
<b>Number of claims filed in the past 5 years</b>	N/A
<b>Claims in period: 0-12 months</b>	N/A
<b>Claims in period: 1-2 years</b>	N/A
<b>Claims in period: 2-3 years</b>	N/A

Claims in period: 3-4 years	N/A
Claims in period: 4-5 years	N/A
Claims Details:	N/A

In accordance with Section 718.112(2)(f) of Florida States and Rule 61B-22.005 of the Florida Administrative Code, Florida condominium associations are required to fund reserve accounts for deferred property maintenance and replacement projects. An association can reduce or waive reserves funding via a vote of the majority of the membership (ie. 51% of unit owners). In the past 5 years has the association voted to reduce or waive reserve funding via a vote of the majority of membership?

N/A

Has the insured received an adverse structural engineering report at any point in time?

No

Report Details:

N/A

Does the Association provide armed security through athird-party operator?

No

FRAUD STATEMENT

The Undersigned Insurance Broker And Applicant Declare And Represent That To The Best Of Their Knowledge And Belief, The Statements Set Forth Herein Are True. The Undersigned Further Declares That Any Occurrence Or Event Taking Place Prior To The Effective Date Of The Insurance Applied For Which May Render Inaccurate, Untrue, Or Incomplete Any Statement Made Will Immediately Be Reported In Writing To The Insurer And The Insurer May Withdraw Or Modify Any Outstanding Quotations And/Or Authorization Or Agreement To Bind The Insurance.

The Insurer Is Hereby Authorized, But Not Required, To Make Any Investigation And Inquiry In Connection With The Information, Statements And Disclosures Provided In This Application. The Decision Of The Insurer Not To Make Or To Limit Any Investigation Or Inquiry Shall Not Be Deemed A Waiver Of Any Rights By The Insurer And Shall Not Stop The Insurer From Relying On Any Statement In This Application In The Event The Policy Is Issued. Any Person Who Knowingly And With Intent To Defraud Any Insurance Company Or Other Person Files An Application For Insurance Containing False Information Concerning Any Material Fact Thereto, Or Conceals Information For The Purpose Of Misleading, Commits A Fraudulent Insurance Act, Which Is A Crime.

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

I confirm that I have read and understood the above fraud statements:

Signed by:  
  
393FF1B786BF4FA...

Yes

Consent Statement

By typing my name and information below, I am signing this document electronically. I agree that my electronic signature is the legal equivalent of my manual/handwritten signature on this document. By typing my name and information using any device, means or action, I consent to the legally binding terms and conditions of this document. I

further agree that my electronic signature on this document is as valid as if I signed the document in writing. I understand that the date assigned to my signature will correspond to the date of the submission of this quote application.

Effective Date:	2025-01-01
Expiration Date:	2026-01-01
Prior and Pending Litigation Date:	2025-01-01
Quote Number:	D&O-00070406

<i>Susan Rinella</i>	12/13/2024
<b>Signature of Insurance Broker</b>	<b>Date</b>

Susan Rinella  
**Print Name**

Producer Information	
<b>Name of Licensed Florida Agency:</b>	Alliant Specialty
<b>Name of Licensed Florida Agent:</b>	Susan Rinella
<b>Agent's Florida License I.D. #:</b>	A220749



**Anti - Fraud Agreement, Insurance Terms & Conditions & Agreement, Membership Terms & Conditions (Including Fee Disclosure) & Agreement**

The undersigned insurance broker and applicant warrant that the information and statements set forth in the attached application (including the supplemental applications and schedules) are true. The undersigned further declares that any occurrence or event taking place prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the insurer and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this application, the decision of the insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the insurer and shall not stop the insurer from relying on any statement in this application in the event the policy is issued. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing false information concerning any material fact thereto, or conceals information for the purpose of misleading, commits a fraudulent insurance act, which is a crime.

**Purpose & effect of "Application for insurance & purchasing group membership."** By signing this "Application for insurance & membership" (hereinafter "application"), applicant agrees: (1) to become a member of Harp, Inc., a Purchasing Group (hereinafter "RPG"); (2) to participate in a program of insurance designed exclusively for the members of RPG; (3) to accept, abide by, and be bound by the "Purchasing Group Membership Agreement" posted at [www.harpumbrella.com](http://www.harpumbrella.com); (4) to pay all premiums (including audit and additional premiums, if applicable), fees (including broker & purchasing group membership fees), and state & federal taxes & surcharges (if applicable) when due; (5) that any Additional materials or information supplied by applicant or applicant's insurance broker for this insurance (e.g. - including, but not limited to, supplementals, schedules & accord applications) become a material part of the application for insurance; (6) that this application which it signs is the basis of the contract [policy &/or "Certificate of Coverage" (hereinafter "COC")], whether or not said application is attached to the policy &/or COC; (7) that this application is a material part of the policy &/or COC, whether or not it is attached to the policy &/or COC; and, (8) that this application is considered attached to the policy &/or COC for legal purposes, whether or not it is physically or electronically attached to the policy &/or COC.

**Disclosure regarding shared limits.** Members do not share limits and each member is provided with its own COC.

**Disclosure pursuant to federal law regarding purchasing groups [u.s.c. 15 3901, et seq.]** RPG is a "purchasing group," as defined under federal law, formed to purchase liability insurance on a group basis for its members to cover the similar or related liability exposure(s) to which the members of the RPG are exposed by virtue of their related, similar, or common business or service. Members do not share limits and each member is provided with its own policy &/or COC.

**To learn more.** Please visit [www.harpumbrella.com](http://www.harpumbrella.com), which contains more information about your purchasing group and purchasing groups, in general, as well as your insurance coverage, premiums, fees, taxes, the administrator's income, and your insurance broker's income.

BY SIGNING THIS APPLICATION, THE INSURED HEREBY REQUESTS THAT COVERAGE BE BOUND IN ACCORDANCE WITH THE TERMS OF THIS QUOTE LETTER AND ACKNOWLEDGES AND UNDERSTANDS THAT THE INSURANCE COMPANY(S) IS/ ARE RELYING UPON THE INFORMATION PROVIDED HEREIN AS TO WHETHER OR NOT TO ISSUE A POLICY OF INSURANCE. A FALSE STATEMENT ON THIS DOCUMENT MAY RESULT IN OUR DISCLAIMING COVERAGE.

Insured Signature: \_\_\_\_\_

*Amanda Lecher*  
393FF1B786BF4FA

Date: 12/30/2024

*Harp, Inc. (Harp) a Purchasing Group formed in Delaware pursuant to the Liability Risk Retention Act of 1986 (as amended)(15 U.S.C.3901 et. seq.) and Delaware Law. In connection with its risk purchasing group activities, Harp has appointed IRF Administrators LLC (IRF) to administer certain risk purchasing group operations of Harp and is paid an administration fee for such services. Preferred Concepts, LLC is the insurance agent through which insurance coverage for Harp's members is purchased.*



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be 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 the United States in the 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

\_\_\_\_\_ I hereby elect to purchase terrorism coverage for a premium of 3% of the Commercial Umbrella Liability premium subject to a \$250 minimum.

X  
\_\_\_\_\_ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Signed by:

*Amanda Lasher*

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Policyholder/Applicant’s Signature

Amanda Lasher

Insurance Company

Print Name

12/30/2024

Date

Policy Number



## General Applicant Information

Line of Business:

Property ☒ GL ☒ EIL ☐ Crime ☒ D&O/EPLI ☐ Umbrella ☐

Agency Name: Alliant Insurance Services, Inc.

Agency Address: 1520 ROYAL PALM SQUARE BLVD. , SUITE 160, FORT MYERS, FL 33919

Producing Agent's Name: SUSAN RINELLA License # A220749

Named Insured: PARKWOODS III HOMEOWNERS ASSOCIATION, INC.

Location Address: 1501 PARK MEADOWS DR, FORT MYERS, FL 33907

Mailing Address: PO BOX 61376, FORT MYERS, FL 33906

Inspection Contact: Name: AMANDA LASHER Phone #: 239-823-1409 Email: AMANDALASHER@GMAIL.COM

Prior Carrier: \_\_\_\_\_

Loss History: None



## Homeowner Association Supplemental Application

1. Name of Association: PARKWOODS III HOMEOWNERS ASSOCIATION, INC.
2. Effective Date: 1/1/2025
3. Is there any existing damage to the building? Yes ☐ No ☒
4. Do you have armed security guards? Yes ☐ No ☒
5. Are any buildings undergoing major structural renovations? Yes ☐ No ☒

### UNDERWRITING QUESTIONS – GENERAL LIABILITY

6. Is pool fenced with self-latching gate? Yes ☒ No ☐ N/A ☐
7. Is there a diving board or slide? Yes ☐ No ☒ N/A ☐
8. Does the association own any davit(s) or boatlift(s)? Yes ☐ No ☐ N/A ☒

### UNDERWRITING QUESTIONS – ENVIRONMENTAL IMPAIRMENT LIABILITY

9. In the last 5 years, have you been subject to formal third party complaints, claims or violations for the release of hazardous substances, hazardous wastes, or any other pollutants into the environment, including indoor air quality or outbreaks of legionella pneumophila?  
Yes ☐ No ☐ N/A ☒
10. Are you aware of any circumstances that could rise to a pool/spa contamination or environmental liability claim under this policy?  
Yes ☐ No ☐ N/A ☒
11. Does the account have a water maintenance/ management plan in place for pool, spa and other common areas (this can include maintenance/management by third party providers)?  
Yes ☐ No ☐ N/A ☒

### UNDERWRITING QUESTIONS – CRIME

12. Does a director or officer periodically review bank statement for comparison of financial reports completed by property manager?  
Yes ☒ No ☐ N/A ☐
13. Does the association verify the authenticity of a funds transfer request internally from one board member or property management employee to another?  
Yes ☐ No ☐ N/A ☒
14. Does the association's authorized board member or property management employee confirm wire information by a direct call using only the contact number previously provided by the recipient before wiring request was received?  
Yes ☐ No ☐ N/A ☒



**UNDERWRITING QUESTIONS – DIRECTORS & OFFICERS/ EPLI**

15. Has any suit or legal action been filed by or on behalf of the Applicant against any member of the Applicant (excluding liens or collection claims) or against any third party including without limitation the builder/developer? Yes\_\_\_ No\_\_\_ N/A X
16. Does the Applicant know of any instances of construction defects, faulty designs, earth movement and/or soil subsidence? Yes\_\_\_ No\_\_\_ N/A X
17. Have any employment-related claims, administrative proceedings, hearings, demands or lawsuits been made against the Applicant or any person proposed for this insurance during the past three years, whether or not insured? Yes\_\_\_ No\_\_\_ N/A X
18. Is there pending, any claim, counter-claim or lawsuit, against the applicant or any person in their capacity as director, trustee officer, employee, committee member, or volunteer of the Applicant within the past three years? Yes\_\_\_ No\_\_\_ N/A X
19. Has the Applicant ever put any prior carrier(s) of similar insurance on notice of claim or possible claim within the past three years? Yes\_\_\_ No\_\_\_ N/A X
20. Has the Association's current D&O policy been cancelled or non-renewed? Yes\_\_\_ No\_\_\_ N/A X
21. Does the Applicant or any person proposed for this insurance have any knowledge or information on any fact, circumstance or situation, which may give rise, or result in any claim or suit against the association or any of its board members? Yes\_\_\_ No\_\_\_ N/A X

Signed by: Amanda Lasher 12/30/2024

**X** 393EE1B786BE4FA \_\_\_\_\_

Agreed Signature of Applicant Date

**SUPERIOR SPECIALTY INSURANCE COMPANY**  
**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE AND**  
**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act (the "Act") effective December 26, 2007, the definition of act of terrorism has changed. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State 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 the United States in the case of an air carrier or vessel 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.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$7,285.30, and does not include any charges for the portion of losses covered by the United States government under the Act.

If your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown above includes an amount attributable to the insurance provided pursuant to that statutory standard fire policy, which cannot be rejected.

That amount is \$ 15,667.05

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.

Includes copyrighted material from Disclosure 2, © 2007 by The National Association of Insurance Commissioners


REJECTION OF FEDERAL TERRORISM INSURANCE COVERAGE

☐

I hereby **elect** to purchase the federal terrorism insurance coverage for the premium of \$ 15,667.05

☒

I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

Signed by:  
  
393FF1B786BF4FA...  
\_\_\_\_\_  
Applicant/Named Insured  
Signature or  
Authorized Signature  
Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Policy Number  
  
12/30/2024  
\_\_\_\_\_  
Date

BY RECEIPT OF THIS NOTICE YOU HAVE BEEN NOTIFIED, UNDER THE ACT THAT COVERAGE UNDER THIS POLICY FOR ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE. YOU HAVE ALSO BEEN NOTIFIED OF THE PORTION OF YOUR PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

## COMMERCIAL LIABILITY UMBRELLA INSURANCE POLICY DECLARATIONS

<b>Named Insured:</b>	HARP, Inc.
<b>Named Insured Headquarters Address:</b>	874 Walker Road, Suite C Dover, DE 19904
<b>Named Insured Mailing Address:</b>	50 Cardinal Drive, Suite 202 Westfield, NJ 07090
<b>Policy Number:</b>	HAUP0003
<b>Policy Period:</b>	12:01AM 11/1/2024 to 12:01AM 11/1/2026
<b>Producer Name:</b>	Preferred Concepts, LLC
<b>Producer Address:</b>	50 Cardinal Drive, Suite 202 Westfield, NJ 07090
<b>Territory:</b>	United States of America
<b>Limits of Liability</b>	As shown on the Certificate of Insurance Limits apply separately for each Certificate of Insurance issued under this Policy
<b>State Tax (if applicable)</b>	As shown on the Certificate of Insurance
<b>Premium:</b>	As shown on the Certificate of Insurance
<b>Audit Period (if applicable)</b>	<input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

If required by state law, this policy will be countersigned by an authorized representative of the Company.

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

\_\_\_\_\_  
Date

### Forms Attached

Form Number	Form Title
HEAUP 1000 11 22	Commercial Liability Umbrella Insurance Policy Declarations
CU 00 01 04 13	Commercial Liability Umbrella Coverage Form
HEAUP 1300 11 22	Follow Form Endorsement
HEAUP 1301 11 22	Minimum Policy Premium
IL 00 17 11 98	Common Policy Conditions
IL P 001 01 04	Treasury Department (OFAC) Advisory Notice
CU 21 23 02 02	Exclusion - Nuclear Energy Liability
CU 21 25 12 01	Exclusion - Total Pollution
CU 21 50 03 05	Exclusion - Silica or Silica-Related Dust
CU 21 71 06 15	Exclusion - Unmanned Aircraft
CU 21 86 12 20	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
HEAUP 3002 09 22	Exclusion - Weapons and Firearms
HEAUP 3003 09 22	Exclusion - Action Over
HEAUP 3005 09 22	Exclusion - Cyber Injury
HEAUP 3006 09 22	Exclusion - Biometric Information Privacy Claims
HEAUP 3007 09 22	Exclusion - War
HEAUP 3008 09 22	Exclusion - Asbestos
HEAUP 3009 09 22	Exclusion - Lead
HEAUP 3010 09 22	Exclusion - Fungi, Virus or Bacteria
HEAUP 3015 12 22	Exclusion - Designated Ongoing Operations-Total Construction With Limited Repair/Remodel Exception
HEAUP 3016 11 22	Exclusion - Designed Work Total Construction Exception
HEAUP 3017 11 22	Exclusion - Underlying Limits with Sublimit
HEAUP 9511 11 22	Policyholder Disclosure Notice of Terrorism Insurance Coverage
	Hudson Privacy Notice for Applicants Policyholders and First - Party Claimants
	Hudson Privacy Notice Policy Hudson Ins Group

### Notice

Notices required to be given by the Named Insured under this policy shall be sent to:  
 Attn: Claims Department, Hudson Excess Insurance Company  
 100 William Street, 5th Floor; New York, N.Y. 10038  
 You may also call: [800-230-3988] or email: [hudsonclaims300@hudsoninsgroup.com]  
 to report or discuss a claim.



**To All Prospective Insureds: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties in many states.**

# COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

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 II – Who Is An Insured.

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

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:
  - (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.
- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" 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.
- d. "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 Paragraph 1.a. of Section II – Who Is An Insured 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.

e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (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.

f. 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".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

"Bodily injury" or "property damage" 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 the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' 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", 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 attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"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.

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

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

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. ERISA**

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

**f. Auto Coverages**

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

**g. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

**h. Employment-related Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**i. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

**j. Aircraft Or Watercraft**

"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 or 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:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

- (a) Chartered by, loaned to, or hired by you with a paid crew; and
- (b) Not owned by any insured.

**k. Racing Activities**

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

**l. War**

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

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

**m. Damage To Property**

"Property damage" to:

- (1) Property:
  - (a) 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; or
  - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (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.

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

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

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

**n. Damage To Your Product**

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

**o. Damage To Your Work**

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

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

**p. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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

**q. Recall Of Products, Work Or Impaired Property**

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

- (1) "Your product";
- (2) "Your work"; or

- (3) "Impaired property";

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

**r. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**s. Professional Services**

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 rendering of or failure to render any professional service.

**t. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

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

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

**u. Recording And Distribution Of Material Or Information In Violation Of Law**

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

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

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. "Personal and advertising injury":

#### (1) Knowing Violation Of Rights Of Another

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 and advertising injury".

#### (2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### (3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### (4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

#### (5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

#### (6) Breach Of Contract

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

#### (7) Quality Or Performance Of Goods – Failure To Conform To Statements

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

#### (8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### (9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

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

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### (10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

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.

#### (11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

#### (12) Unauthorized Use Of Another's Name Or Product

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.

#### (13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.



#### **(14) Employment-related Practices**

To:

- (a)** A person arising out of any:
  - (i)** Refusal to employ that person;
  - (ii)** Termination of that person's employment; or
  - (iii)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(i)**, **(ii)** or **(iii)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(i)**, **(ii)** or **(iii)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### **(15) Professional Services**

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a)** Legal, accounting or advertising services;
- (b)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c)** Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d)** Engineering services, including related supervisory or inspection services;
- (e)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

**(f)** Any health or therapeutic service treatment, advice or instruction;

**(g)** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

**(h)** Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

**(i)** Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

**(j)** Body piercing services;

**(k)** Services in the practice of pharmacy;

**(l)** Law enforcement or firefighting services; and

**(m)** Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

#### **(16) War**

However caused, arising, directly or indirectly, out of:

**(a)** War, including undeclared or civil war;

**(b)** 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

**(c)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**(17) Recording And Distribution Of Material Or Information In Violation Of Law**

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**b.** "Pollution cost or expense".

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1.** We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
    - a.** All expenses we incur.
    - b.** Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
    - c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
    - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
    - e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
- 2.** When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
  - 3.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
    - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
    - b.** This insurance applies to such liability assumed by the insured;
    - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
    - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
    - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
    - f.** The indemnitee:
      - (1)** Agrees in writing to:
        - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
        - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
        - (c)** Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
  - a. If you are designated in the Declarations as:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- b. Each of the following is also an insured:

- (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either 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. However, none of these "employees" or "volunteer workers" are insureds for:

- (a) "Bodily injury" or "personal and advertising injury":
  - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a)(i) or (ii) above.

- (b) "Property damage" to property:

- (i) Owned, occupied or used by;

- (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
    - (a) With respect to liability arising out of the maintenance or use of that property; and
    - (b) Until your legal representative has been appointed.
  - (4) 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 Coverage Part.
  - c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
    - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
  - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
    - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
    - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
    - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
  - (6) "Employees" with respect to "bodily injury" to:
    - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
    - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
  - c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made, "suits" brought, or number of vehicles involved; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
  - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
  - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
  - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
  - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – CONDITIONS

#### 1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

#### 2. Bankruptcy

##### a. Bankruptcy Of Insured

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

##### b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

#### 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. 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.

#### **4. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part 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 the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **5. Other Insurance**

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

#### **6. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **7. Representations Or Fraud**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

#### **8. Separation Of Insureds**

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

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

#### **9. Transfer Of Rights Of Recovery Against Others To Us**

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

## 10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

## 12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

## 13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

## 14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
  - c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
  - d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.
- Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

## SECTION V – DEFINITIONS

1. "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:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. 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.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
  - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" 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.

Paragraphs **f.** and **g.** do 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 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or



- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in Paragraph a., b., c. or d. 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":

    - (1) Equipment designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. 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;
  - d. 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;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

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

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b. Claim or 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".

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

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (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.
  - (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.

b. 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.

**18.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", 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.

**19.** "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

**20.** "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

**21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.
- 24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
- 25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".
- 26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 27. "Your product":
  - a. 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.
  - b. 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.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 28. "Your work":
  - a. 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.
  - b. 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.

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

**FOLLOW FORM ENDORSEMENT  
(COVERAGE NOT BROADER THAN UNDERLYING INSURANCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1.**  
**Insuring Agreement**, Paragraph **a.** is deleted in its entirety and replaced with the following:

**a.** We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking damages for such “bodily injury” or “property damage” when the limits of “underlying insurance” have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other “suit” seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. At our discretion, we may investigate any “occurrence” that may involve this insurance and settle any resultant claim or “suit” for which we have the duty to defend. But:

- (1)** The amount we will pay for the “ultimate net loss” is limited as described in Section **III – Limits of Insurance**; and
- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 1.**  
**Insuring Agreement**, Paragraph **a.** is deleted in its entirety and replaced with the following:

**a.** We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking damages for such “personal and advertising injury” when the limits of “underlying insurance” have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other “suit” seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal and advertising injury” to which this insurance does not apply. At our discretion, we may investigate any “occurrence” that may involve this insurance and settle any resultant claim or “suit” for which we have the duty to defend. But:

(1) The amount we will pay for the “ultimate net loss” is limited as described in Section III – Limits of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

**C. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement and SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement** are amended with the addition of the following:

Except to the extent any terms, definitions, limit of insurance, conditions or exclusions of the “underlying insurance” are different from any terms, definitions, limits of insurance, conditions or exclusions of this policy, this policy will provide the same coverage for “ultimate net loss” as provided by the “underlying insurance”. If any terms, definitions, limits of insurance, conditions or exclusions of this policy are more restrictive than those of the “underlying insurance”, then this policy’s terms, definitions, limits of insurance, conditions or exclusions will apply. However, under no circumstance will this policy provide broader coverage than that provided by the “underlying insurance”.

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

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

## **MINIMUM POLICY PREMIUM**

This endorsement modifies insurance provided under the following:  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**SECTION IV – CONDITIONS** is amended with the addition of the following:

### **Minimum Policy Premium**

- a.** The minimum earned annual premium for the policy period is the total policy premium as shown on the Declarations plus any premium adjustment due as a result of endorsements to the policy and any additional premium developed by an audit. Audits that indicate a return premium will not reduce the minimum earned annual premium.
- b.** If the insured cancels this policy, the earned premium will be no be less than twenty-five percent (25%) of the minimum earned annual premium described in Paragraph **a.** above.
- c.** If the Company cancels the policy for any reason, other than non-payment of premium, the full amount of unearned premium will be returned to the insured if the unearned premium is less than seventy-five percent (75%) of minimum earned annual premium described in Paragraph **a.** above. In no event will the final earned premium be less than twenty-five percent (25%) of the minimum earned annual premium described in Paragraph **a.** above.
- d.** In the event the insured has not fully complied with the Premium Audit Conditions of the policy we issued that preceded this policy, we may:
  - (1) cancel this policy;
  - (2) offset any return premium due under this policy against any audited earned premium due under the policy we issued preceded this policy; and/or
  - (3) withhold any return premium due under this policy until the insured has fully complied with the Premium Audit Conditions of the policy we issued that preceded this policy.
- e.** If this policy is written with a designated project or designated wrap-up endorsement, the policy will be fully earned and no premium will be returned at the time of substantial completion of the project(s) or at [12] months after policy inception, whichever occurs first.

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

# COMMON POLICY CONDITIONS

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

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

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

## C. Examination Of Your Books And Records

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

## D. Inspections And Surveys

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

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

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

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

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

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

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

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York.

President

Corporate Secretary

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

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

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

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

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

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

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



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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**I. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**II. As used in this endorsement:**

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

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

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

"Property damage" includes all forms of radioactive contamination of property.

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

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

Exclusion **i.** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **i. Pollution**

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2)** "Pollution cost or expense".

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

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**SILICA OR SILICA-RELATED DUST**

- a.** "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b.** "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**SILICA OR SILICA-RELATED DUST**

- a.** "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**C. The following definitions are added to the Definitions Section:**

- 1.** "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2.** "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

- A. Exclusion 2.j. Aircraft Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **j. Aircraft Or Watercraft**

###### **(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **j.(1)** 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 that is an "unmanned aircraft".

###### **(2) Aircraft (Other Than Unmanned Aircraft) Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **j.(2)** 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 (other than "unmanned aircraft") or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **j.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 50 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (d)** The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described in this Paragraph **j.(2)** exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described in this Paragraph **j.(2)** will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance; or

(e) Aircraft that is:

(i) Chartered by, loaned to, or hired by you with a paid crew; and

(ii) Not owned by any insured.

**B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or 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 offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**C. The following definition is added to the Definitions section:**

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion 2.1 of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- t. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

Paragraph **(2)** does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

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.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## **FIREARMS AND WEAPONS LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

**SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,**  
**2. EXCLUSIONS** is amended with the addition of the following:

#### **Firearms and Weapons**

Nor shall we have a duty to defend, any claim or “suit” seeking damages or expenses due to “bodily injury” or “property damage” arising out of, resulting from, or in connection with any of the following acts or omissions regardless of their sequence or any concurring cause:

- (1) The use of “firearms” or “weapons”, whether or not caused or committed by or at the instruction of, or at the direction of or arising out of negligence of you, any insured, any person or legal entity, or any causes whatsoever.
- (2) Manufacturing, importation, sales, distribution, gunsmithing, ownership, maintenance or use of “firearms” or “weapons”.
- (3) Use, sale or manufacturing of ammunition.
- (4) The negligent employment, investigation, hiring, supervision, training, retention, or any other employment related practice by any insured or any person or legal entity, including, but not limited to, contractors or subcontractors.
- (5) The reporting to the proper authorities or failure to do so by you, any insured, or any person or legal entity.
- (6) The rendering or failure to render or secure treatment or care necessitated by anyone injured by a firearm or weapon by you, any insured or legal entity.
- (7) The failure by you, any insured, or any legal entity to provide an environment safe from the use of “firearms” or “weapons” but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to “bodily injury” or failure to maintain the premises by you, any insured or any person or legal entity.



**SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY,  
2. EXCLUSIONS, Paragraph a.** is amended with the addition of the following:

**Firearms and Weapons**

Nor shall we have a duty to defend, any claim or “suit” seeking damages or expenses arising out of, resulting from, or in connection with any of the following acts or omissions regardless of their sequence or any concurring cause:

- (1) The use of “firearms” or “weapons”, whether or not caused or committed by or at the instruction of, or at the direction of or arising out of negligence of you, any insured, any person or legal entity, or any causes whatsoever.
- (2) Manufacturing, importation, sales, distribution, gunsmithing, ownership, maintenance or use of “firearms” or “weapons”.
- (3) Use, sale or manufacturing of ammunition.
- (4) The negligent employment, investigation, hiring, supervision, training, retention, or any other employment related practice by any insured or any person or legal entity, including, but not limited to, contractors or subcontractors.
- (5) The reporting to the proper authorities or failure to do so by you, any insured, or any person or legal entity.
- (6) The rendering or failure to render or secure treatment or care necessitated by anyone injured by a firearm or weapon by you, any insured or legal entity.
- (7) The failure by you, any insured, or any legal entity to provide an environment safe from the use of “firearms” or “weapons” but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to “bodily injury” or failure to maintain the premises by you, any insured or any person or legal entity.

For the purposes of this endorsement, the following definitions are added:

“Firearms” means any deadly weapon capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant.

“Weapons” means instruments of an offensive or defensive nature and include, but are not limited to batons, bow or crossbow, arrows, knives, mace, stun guns or swords.

All other terms and conditions remain unchanged.

## **ACTION OVER EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

**SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** is amended with the addition of the following:

#### **Action Over**

“Bodily injury” to:

- (1) An employee of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business;
- (2) Any temporary worker, contractor or subcontractor;
- (3) Any employee of a contractor or subcontractor sustained while performing work on behalf of any insured; or
- (4) The spouse, child, parent, brother or sister of that employee, temporary worker, contractor, subcontractor or employee of any contractor or subcontractor of the insured as a consequence of Paragraph (1), (2), or (3) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS, Paragraph a.** is amended with the addition of the following:

#### **Action Over**

To:

- (a) An employee of the insured arising out of and in the course of:
  - (i) Employment by the insured; or
  - (ii) Performing duties related to the conduct of the insured's business;

- (b) Any temporary worker, contractor or subcontractor;
- (c) Any employee of a contractor or subcontractor sustained while performing work on behalf of any insured; or
- (d) The spouse, child, parent, brother or sister of that employee, temporary worker, contractor, subcontractor or employee of any contractor or subcontractor of the insured as a consequence of Paragraph (1), (2), or (3) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## Exclusion – Cyber Injury

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** is amended with the addition of the following:

This insurance does not apply to liability, injury or damage of any kind, including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with a “cyber injury.”

The exclusion of coverage for “cyber liability” and exclusion of indemnification for “cyber injury” applies regardless of whether such work or operations were conducted by or on behalf of any insured.

This insurance does not apply to any “cyber injury” arising out of:

1. Any operation, whether or not in connection with or on behalf of the insured’s operations; or
2. Any premises, site or location owned, leased, occupied, maintained or used by or on behalf of any insured or insurable interest; or
3. Any products manufactured or distributed; or
4. Any electronic device, hardware, software, or business equipment of any kind; or
5. Any loss cost or expense arising out of any:
  - a. request, demand, order or statutory or regulatory requirement that any insured or others monitor, notify or in any way respond to an actual or alleged “cyber injury;”
  - b. claim or suit by or on behalf of a governmental authority for damages because of monitoring, notifying or in any way responding to a “cyber injury” incurred.

The following are added to **SECTION IV – DEFINITIONS**:

1. “Cyber injury” means any actual, or suspected, intentional or unintentional breach of any data, software or hardware, wherever located, that results in:
  - a. loss; destruction; disclosure; disruption; inspection; modification; recording; release; review; or use of “personal information;”
  - b. inability to access any website or any electronic system;
  - c. release, introduction or facilitation of any “malicious code;”
  - d. forensic or investigative expenses;
  - e. extortion or terrorism threats;
  - f. monitoring or notification costs or expenses;
  - g. crisis management and public relations expenses;
  - h. data or system recovery, repair, replacement or restoration expenses; or

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## **Exclusion – Cyber Injury**

- i. business interruption expenses.
- 2. “Malicious code” includes, but is not limited to any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software programs;
- 3. “Personal information” means any personal, or personally, identifiable, or identifying, information as defined by federal, state or local laws, statutes or regulations.

All other terms and conditions of this policy remain unchanged

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

**EXCLUSION – BIOMETRIC INFORMATION PRIVACY CLAIMS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

**SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** is amended with the addition of the following:

This policy does not apply to “injury or damage” arising from an “event” or related to any claim, demand or suit made against any insured alleging, arising out of, based upon, attributing to, or in any way involving, directly or indirectly, in whole or in part, any actual or alleged violation of the Biometric Information Privacy Act (BIPA) (740 ILCS 14/1, et seq.), as amended, including any regulations promulgated thereunder, or any federal, state, municipal or local statutory biometric privacy law or any such similar law or statute anywhere in the world that governs or relates to the collection, possession, use, safeguarding, handling, storage, retention, transmission or destruction of biometric identifiers, biometric data or biometric information of any kind, including but not limited to retina or iris scans, fingerprints, voiceprints or scans of hand or face geometry.

This exclusion applies regardless of how biometric information is captured, collected, converted, stored or shared and to any sale, lease, purchase, trade or any other type of profit from the publishing, disclosure, broadcasting, telecasting or any other type of dissemination whether oral or written.

With respect to this exclusion, we shall have no duty or obligation under this insurance to defend, respond to, investigate or indemnify any Insured party for any such claim, demand or “suit” even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured, and without regard to whether coverage is afforded by the “controlling underlying insurance”.

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

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

## **EXCLUSION – WAR**

This endorsement modifies the insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** is amended with the addition of the following:

Insurance provided under this coverage part does not apply to “injury or damage” however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agent; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

All other terms and conditions of this policy remain unchanged

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

## **EXCLUSION – ASBESTOS**

This endorsement modifies the insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** is amended with the addition of the following:

Insurance provided under this coverage part does not apply to “injury or damage” arising, in whole or part, out of:

- (1) The manufacture, sale, installation, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of asbestos in any form;
- (2) Contact with any goods, products, materials, plant life, or structures containing asbestos in any form including, without limitation, claims arising out of continuous, intermittent or repeated exposure to and/or ingestion, inhalation or absorption of asbestos in any form;
- (3) Defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or any sequence with asbestos in any form;
- (4) Any claim or suit by or on behalf of a government authority for damages, loss, cost or expense abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of asbestos in any form;
- (5) Inhalation of, ingestion of, consumption of or physical contact with or any other exposure to asbestos in any form.

We shall have no duty to defend any claim for “injury or damage” arising out of the foregoing. This exclusion applies without regard to the source of the asbestos or the basis of the insured’s liability.

All other terms and conditions of this policy remain unchanged



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

## **EXCLUSION – LEAD**

This endorsement modifies the insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** is amended with the addition of the following:

Insurance provided under this coverage part does not apply to “injury or damage” arising, in whole or part, out of:

- (1) The manufacture, sale, installation, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of lead in any form, by any insured;
- (2) Contact with any goods, products, materials, plant life, or structures containing asbestos in any form including, without limitation, claims arising out of continuous, intermittent or repeated exposure to and/or ingestion, inhalation or absorption of lead in any form;
- (3) Defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or any sequence with lead in any form;
- (4) Any claim or “suit” by or on behalf of a government authority for damages, loss, cost or expense abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of lead in any form, by any insured;
- (5) Inhalation of, ingestion of, consumption of or physical contact with or any other exposure to lead in any form.

We shall have no duty to defend any claim for “injury or damage” arising out of the foregoing. This exclusion applies without regard to the source of the lead or the basis of the insured’s liability.

All other terms and conditions of this policy remain unchanged

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

**Exclusion- Fungi, Virus or Bacteria**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE  
LIABILITY, 2. EXCLUSIONS is amended with the addition of the following:**

Insurance provided under this Coverage Part does not apply to:

**Fungi, Virus, or Bacteria**

- 1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", "virus", bacteria or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic", that induces or is capable of inducing physical distress, illness or disease, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- 2) This exclusion applies, whether or not due to the insured's negligence, intentional act, unintentional act or wrongdoing in the:
  - a) Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
  - b) Failure to provide any state or governmental mandated personal protective equipment;
  - c) Failure to prevent the spread of any disease;
  - d) Failure to report any disease to authorities; or
  - e) Supervising, hiring, employing, training or monitoring of others, whether or not infected with or spreading a communicable disease, by any insured.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to "fungi", bacteria, "virus" or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic". We shall have no duty to investigate any "event", or to defend or settle any claim or suit for "fungi", bacteria, "virus" or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic".

It is further understood and agreed that this exclusion shall apply, regardless of whether coverage is available under any "controlling underlying insurance", or whether such coverage would be available under any "controlling underlying insurance" but for exhaustion of limits of such "controlling underlying insurance".

**II. The following is added to SECTION IV – DEFINITIONS:**

"Epidemic or pandemic" means an outbreak of an infectious disease transmissible from person to person (whether by direct contact with an affected individual, by casual contact with an affected person's secretions or objects touched by an affected person, by airborne means or by indirect means) that spreads and affects a significant proportion of a population, either geographically or globally.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

"Virus" means any type of submicroscopic infectious agent that replicates only inside the living cells of an organism.

All other terms and conditions remain unchanged.

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

**EXCLUSION – DESIGNATED ONGOING OPERATIONS  
TOTAL CONSTRUCTION WITH LIMITED REPAIR/REMODEL  
EXCEPTION**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

**SCHEDULE**

**Description of Designated Ongoing Operation(s):**

Any and all labor, work, ongoing operations or activities related to erection, demolition, repairing, altering, painting, cleaning, pointing of a building or structure, construction, excavation, structural or foundation changes, planning, site preparation, surveying, or other development, whether such labor, work, or activities concern a building, structure, land improvement, unimproved real property, or improved real property.

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

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,**  
**2. Exclusions** is amended with the addition of the following:

"Bodily injury" or "property damage" arising out of the ongoing operations as described in the Schedule, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others. This exclusion, however, shall not apply to "repair or remodeling work".

For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended with the addition of the following:

"Repair or remodeling work" means work or operations limited to the maintenance, repair, renovation, restoration, improvement, betterment, alteration or modification of an existing structure, "Repair or remodeling work" does not include any work or operations on the foundation, roof, frame, load bearing or retaining walls of any structure.

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

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

**EXCLUSION – DESIGNATED WORK TOTAL  
CONSTRUCTION EXCEPTION**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

**SCHEDULE**

**Description Of "Your Work":**

Any and all labor, work, ongoing operations or activities related to erection, demolition, repairing, altering, painting, cleaning, pointing of a building or structure, construction, excavation, structural or foundation changes, planning, site preparation, surveying, or other development, whether such labor, work, or activities concern a building, structure, land improvement, unimproved real property, or improved real property.

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

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended with the addition of the following:

"Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" as shown in the Schedule. This exclusion, however, shall not apply to "repair or remodeling work".

For the purposes of this endorsement, **SECTION V – DEFINITIONS** Paragraph 17.b. is amended with the addition of the following:

**(3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended with the addition of the following:

"Repair or remodeling work" means work or operations limited to the maintenance, repair, renovation, restoration, improvement, betterment, alteration or modification of an existing structure, "Repair or remodeling work" does not include any work or operations on the foundation, roof, frame, load bearing or retaining walls of any structure.

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

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

## **EXCLUSION – UNDERLYING COVERAGES WITH SUBLIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

- A. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement**, Paragraph **b.** is deleted in its entirety and replaced with the following:
- b.** This insurance applies to “bodily injury” or “property damage” that is subject to an applicable “retained limit”. If any other limit, such as a sublimit, is specified in the “underlying insurance”, this insurance does not apply to “bodily injury” or “property damage” arising out of that exposure.
- B. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement**, Paragraph **b.** is deleted in its entirety and replaced with the following:
- b.** This insurance applies to “personal and advertising injury” that is subject to an applicable “retained limit”. If any other limit, such as a sublimit, is specified in the “underlying insurance”, this insurance does not apply to “personal and advertising injury” arising out of that exposure.

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

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be 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 the United States in the 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

\_\_\_\_\_ I hereby elect to purchase terrorism coverage for a premium of 3% of the Commercial Umbrella Liability premium subject to a \$250 minimum.

\_\_\_\_\_ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant’s Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

## **HUDSON INSURANCE GROUP**

### **Privacy Notice**

To Our Customers:

You provide us with most of the information about you that we use to evaluate your application and service your insurance policy. The application you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information.

We may also collect confidential personal information (CPI) about you from other sources, including: information about your transactions with Hudson Insurance Group, our affiliates or others; information we receive from consumer reporting agencies; and, depending on the nature of your coverage, information from third parties including but not limited to other persons covered under your policy or who you request to add to your policy, and information from the State Motor Vehicle Department and other relevant government agencies.

We may collect one or more of the following categories of CPI from our applicants and policyholders:

- Name, signature, postal address, driver's license number, driver's license state, telephone number and email address
- Occupation, bank account number, credit card number, debit card number, insurance policy number and medical information

If you file a claim, we will likely need to collect more information in order to properly handle your claim. The information we may collect about you includes, but is not necessarily limited to:

- Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.
- Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, driver's license state, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.
- Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Biometric information.
- Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement.
- Geolocation data.
- Audio, electronic, visual, thermal, olfactory, or similar information.



- Professional or employment-related information.
- Education information.
- Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

We do not collect or disclose any CPI about our customers or former customers to anyone, except for our everyday business purposes such as (i) processing insurance transactions, (ii) maintaining and adjusting claims, (iii) detecting, investigating, prosecuting and preventing fraud, (iv) responding to court orders and legal investigations, and (v) as otherwise permitted by law or regulation. In some cases this may mean information can be disclosed to third parties without your authorization.

In order to safeguard your CPI, we restrict access to information about you to employees who need to know in order to provide you with products or to provide you benefits or services. We also maintain physical, electronic, and procedural safeguards that comply with state and federal laws and regulations to guard your non-public personal information.

You may have the right to request access to certain information we have collected about you, specifically:

- The categories of CPI we have collected about you.
- The categories of sources from which the CPI is collected.
- The business or commercial purpose for collecting or selling CPI.
- The categories of third parties with whom we share CPI.
- The specific pieces of CPI we have collected about you.
- The categories of CPI that we disclosed about you for a business purpose.

You may also have the right to request deletion or correction of certain information if you feel it is inaccurate, though Hudson may be legally required or allowed to refuse such a request and/or to retain such information. If this is the case, Hudson will advise you of why, subject to any legal restrictions. Hudson will respond to your request within thirty (30) business days or advise you if additional time is required to respond to your request.

We would be pleased to tell you more about the policies and procedures we have in place to protect your privacy. Please visit our website [www.hudsoninsgroup.com](http://www.hudsoninsgroup.com) for more information regarding our privacy practices. For more information, please contact us at:

Hudson Insurance Group  
 100 William Street, Floor 5  
 New York, NY 10038  
 Tel: (212) 978-2800  
 Toll-Free: (844) 372-7463  
 Fax: (212) 978-2899  
[DSAR@hudsoninsgroup.com](mailto:DSAR@hudsoninsgroup.com)

### **Important Notice**

**IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), HUDSON INSURANCE GROUP ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR INSURANCE OR RENEWALS OF INSURANCE POLICIES, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH INSURANCE IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.**

**UPON REQUEST TO THIS INSURANCE COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED.**

**Hudson Insurance Group consists of:**

Hudson Insurance Company  
Hilltop Specialty Insurance Company  
(fka Hudson Specialty Insurance Company)  
Hudson Excess Insurance Company  
Greystone Insurance Company

## **PRIVACY POLICY**

**Hudson Insurance Group does not disclose any nonpublic personal information about individual policyholders or claimants to any affiliate or any non-affiliate third party other than those permitted by law and only for the purpose of transacting the business of the policyholder's insurance coverage or claim.**

**Hudson Insurance Group consists of:**

**Hudson Insurance Company  
Hilltop Specialty Insurance Company  
(fka Hudson Specialty Insurance Company)  
Hudson Excess Insurance Company  
Greystone Insurance Company**

Hudson Excess Insurance Company

**SERVICE OF SUIT ENDORSEMENT - DELAWARE  
SS – DE (7/19)**

It is hereby agreed by the Company and the Named Insured that::

In the event of a failure by the Company to pay any amount claimed to be due under this policy, the Company will, at the Named Insured's request, submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. Nothing in this endorsement constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In a suit instituted against the Company under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefore, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the Company's true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or its beneficiary arising out of this contract of insurance.

The officer named below is authorized and directed to accept service of process on the Company's behalf:

**Commissioner of Insurance  
Delaware Department of Insurance  
1351 West North Street, Suite 101  
Dover, DE 19904**

Having accepted service of process on the Company's behalf, the officer is authorized to mail the process or a true copy to:

**Dina G Daskalakis  
Hudson Excess Insurance Company  
Administrative Office  
100 William Street, 5th floor  
New York, NY 10038**

**All Other Terms and Conditions of This Policy Remain Unchanged.**

Named Insured:

Policy Number:

Endorsement Effective Date:

Endorsement Number:

Endorsement Issue Date:

## Addendum to policyholder

**Insured's Name:** Parkwoods III Homeowners Association, Inc

**Policy #:** HARPP-000838-00

**Effective Date:** 1/1/2025 to 1/1/2026

Surplus Lines Agent's Name: Amar T. Dedhia

Surplus Lines Agent's Address: 50 Cardinal Drive, Suite 202, Westfield, NJ 07090

Surplus Lines Agent's License #: W406602


Producing Agent's Name: Zachary Prechtel

Producing Agent's Physical Address: Alliant Insurance Services, Inc., 1520 Royal Palm Square Blvd, Suite 160, Fort Myers, FL

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.**

Premium:	\$700.00
Florida Stamping Fee:	\$0.46
Florida State Tax:	\$38.04
RPG Membership Fee:	\$70.00
Total:	\$808.50



Surplus Lines Agent's Countersignature:

☐

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

☐

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

**Date: January 14, 2025**

**Zachary Prechtel  
Alliant Insurance Services, Inc.  
1520 Royal Palm Square Blvd  
Suite 160  
Fort Myers, FL 33919**

RE: Parkwoods III Homeowners Association, Inc  
Certificate Number: HARPP-000838-00  
Policy Term: 1/1/2025 to 1/1/2026

Dear Zachary:

Thank you for your continued support. I am pleased to enclose for your review the above captioned Certificate of Insurance. The Certificate has been reviewed for accuracy against the originally submitted application; however, please take a moment to ensure that it has been issued to your satisfaction.

In the event that there is a discrepancy or if you have any questions, please do not hesitate to contact us at [requestinfo@harpumbrella.com](mailto:requestinfo@harpumbrella.com).

Sincerely,

Preferred Concepts, LLC  
50 Cardinal Drive Suite 202  
Westfield, NJ 07090

Insurance coverage is subject to all terms, conditions, exclusions, and endorsements of the master policy issued to the RPG and Certificate of Insurance issued to the RPG Participant / Named Insured.

**RPG Disclosure**

Coverage is provided under a group master policy issued to Harp, Inc. (RPG) organized in accordance with the federal Liability Risk Retention Act of 1986 (15 U.S. C § 3901 et seq.). The RPG permits groups of like insureds to join together to obtain insurance coverage on terms more advantageous than may be available to them individually. In order to purchase insurance through the RPG and take advantage of the benefits afforded by the RPG, one must become a member of the RPG subject to the by-laws and terms of membership and to pay a membership fee, in addition to premiums and insurance related taxes and fees. The RPG is a Delaware non-profit corporation organized by Preferred Concepts, LLC, with a director appointed by Preferred Concepts, LLC. RPG members have no voting rights.

IRF Administrators, LLC provides management services to the RPG. Those services include, among other things, maintaining RPG records, billing and collecting amounts from RPG members, paying the expenses and overhead of the RPG, maintaining state registrations as required by law, and overseeing the structuring and procurement of group insurance programs to advance the mission of the RPG. IRF Administrators, LLC is an affiliate of Preferred Concepts Holdings, LLC. Membership fees, as disclosed in the quotation, are non-refundable and all membership fees paid by Purchasing Group members will be paid to IRF Administrators, LLC as its service fee along with other income derived from the RPG based on factors unrelated to any specific customer. The membership fees charged by the RPG may vary in amount by member; the prospective insured should contact the broker with any questions regarding these membership fees.

Preferred Concepts, LLC acts as broker of record for the RPG and as program administrator for the insurers providing coverage to RPG members and will receive compensation from those insurers for the services it provides to them.

**Producer Agreement**

The insurance described in this document is placed in accordance with the terms of the Producer Agreement between Preferred Concepts, LLC ("PC") and Alliant Insurance Services, Inc.. Should coverage have been bound in the absence of an executed Producer Agreement, PC will rely solely on the complete truthfulness and accuracy of the information provided to PC by the Producer. By having bound this coverage, the Producer confirms that (a) it holds appropriate insurance licenses in compliance with applicable law; (b) it maintains appropriate Errors and Omissions liability coverage; (c) it will provide copies of licenses and E&O insurance certificate to PC upon request; and (d) it will pay all premiums and endorsements as billed by PC, or the Purchasing Group's administrator, irrespective of whether the Producer has collected such amounts.

**Billing**

Premium, taxes and fees are due thirty (20) days from inception. You may remit payment either by check or through wire transfer. Instructions are printed on the invoice for your convenience.

If you have any questions concerning this invoice or about the insurance available to the risk purchasing group including Premium Finance Verification, please contact [accounting@harpumbrella.com](mailto:accounting@harpumbrella.com).

Thank you for choosing the Harp program.

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**Commercial Umbrella Liability Policy  
Certificate of Insurance**

NAMED INSURED: Harp, Inc. (A Risk Purchasing Group)

ADDRESS: c/o IRF Administrators, LLC  
50 Cardinal Drive, Suite 202  
Westfield, NJ 07090

INSURER: Hudson Excess Insurance Company

LIMIT: \$1,000,000

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**PARTICIPANT DECLARATIONS**

**PARTICIPANT / NAMED INSURED:** Parkwoods III Homeowners Association, Inc

**MAILING ADDRESS:** PO Box 61376  
Fort Myers, FL 33906

**PARTICIPANT COVERAGE TERM:** From: 1/1/2025 To: 1/1/2026  
At 12:01 A.M. Standard Time at the address of the Participant

**MASTER POLICY NUMBER:** HAUP0003

**CERTIFICATE NUMBER:** HARPP-000838-00

**SYSTEM ID:** 96446

**PRODUCER:** Alliant Insurance Services, Inc.

**LOCATIONS/ EXPOSURE:** Refer to attached Schedule A

**NAMED INSURED:** Refer to attached Schedule B

**SCHEDULE OF UNDERLYING:** Refer to attached Schedule C

**POLICY ENDORSEMENTS** Refer to attached Schedule D

**APPLICABLE TO THIS PARTICIPANT:**

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**SUMMARY OF PREMIUM, TAXES AND FEES**

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Premium:	\$700.00	
Taxes & Fees:	\$0.46	Florida Stamping Fee
	\$38.04	Florida State Tax
	\$70.00	RPG Membership Fee
<b>Total:</b>	<b>\$808.50</b>	





50 Cardinal Drive, Suite 202  
Westfield, NJ 07090

Harp, Inc. (A Risk Purchasing Group)  
Date Issued: January 14, 2025

This is to certify that the group policy of insurance listed above has been issued to HARP, Inc. (A Risk Purchasing Group), and that the Participant listed above is insured under the policy for the coverage term and limits of insurance indicated. The insurance afforded by the Certificate of Insurance described herein is subject to all limits, terms, conditions, exclusions and endorsements of such policy or policies scheduled above and made a part thereof to this Certificate of Insurance.

Program Administrator:           IRF Administrators, LLC  
50 Cardinal Drive, Suite 202  
Westfield, NJ 07090

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Bill Mecklenburg  
Authorized Representative of IRF Administrators, LLC  
in its Capacity as Manager of Harp, Inc. (A Risk Purchasing Group)

## SCHEDULE A: LOCATIONS / EXPOSURE

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Master Policy Number: HAUP0003  
Certificate Number: HARPP-000838-00  
Participant: Parkwoods III Homeowners Association, Inc

Location Address: 1501 Park Meadow Dr,  
FORT MYERS, FL, 33907

Unit Count: 104

Commercial SF: 0

Vacant Land (acres): 0

Owned Vehicles:

PPT	0
Light Truck	0
Medium Truck	0
Heavy Truck	0
Van 1-8 Pass.	0
Van 9-15 Pass.	0

Pools/Ponds/Lakes:

Pools:	1
Ponds:	0
Lakes:	0

Restaurant Receipts:

Food Sales:	\$0.00
Alcohol Sales:	\$0.00

Golf Courses: 0

Community Buildings: 0

## SCHEDULE B: NAMED INSURED(S)

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Named Insured #	Named Insured
1	Parkwoods III Homeowners Association, Inc

## SCHEDULE C: UNDERLYING INSURANCE POLICIES

Subject to all of the terms and conditions of this policy, this insurance follows form on to those coverages which are listed below and marked with a “Covered” in the Coverage column, and for which policies of underlying insurance for at least the limits shown have been issued to and remain in force for such insured. If an underlying policy does not meet the minimum limits, the Harp Inc. Umbrella policy does not drop down. Coverage period for each underlying policy must be from 1/1/2025 to 1/1/2026. Other than D&O, all underlying policies must have occurrence / offense triggers. All underlying carriers must be rated A- VI or better by A.M. Best. Policy numbers along with copies of policies to be provided by the insured to Harp, Inc. within 30 days of binding.

Underlying Type	Limits	Coverage
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal/Advertising Injury \$1,000,000 per Occurrence for Hired and Non-Owned Auto Liability	Covered
Auto Liability (if separate policy)	\$1,000,000 per occurrence for Hired and Non-Owned Auto Liability	Covered
Employers Liability	Bodily Injury by Accident: \$500,000 each Accident Bodily Injury by Disease: \$500,000 Policy Limit Bodily Injury by Disease: \$500,000 each Employee	Covered
Employee Benefits Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate Retro Date to match underlying	Not Covered
Liquor Liability	\$1,000,000 Each Claim \$1,000,000 Aggregate	Not Covered
Garage Keepers Legal Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate	Not Covered
Directors & Officers	\$1,000,000 Each Occurrence \$1,000,000 Aggregate Limit must be at least \$2 million if Defense is inside the limit. Refer to Underlying D&O Policy #SFD00002322 for actual underlying policy terms.	Covered

## SCHEDULE D:

### POLICY ENDORSEMENTS APPLICABLE TO THIS PARTICIPANT

(See attached for copy of Master Policy and Endorsements)

<u>Form Number</u>	<u>Form Name</u>	<u>Applicable (Yes/*)</u>
HEAUP 1000 11 22	COMMERCIAL LIABILITY UMBRELLA INSURANCE POLICY DECLARATIONS	Yes
CU 00 01 04 13	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM	Yes
HEAUP 1002 11 22	NAMED INSURED ENDORSEMENT	*
HEAUP 1300 11 22	FOLLOW FORM ENDORSEMENT	Yes
HEAUP 1301 11 22	MINIMUM POLICY PREMIUM	Yes
IL 00 17 11 98	COMMON POLICY CONDITIONS	Yes
IL P 001 01 04	TREASURY DEPARTMENT (OFAC) ADVISORY NOTICE	Yes
HEAUP 1101 09 22	LIQUOR LIABILITY CARVE BACK	*
HEAUP 2001 09 22	LESSORS RISK CONDITIONAL ENDORSEMENT	*
CU 04 12 04 13	DIRECTORS AND OFFICERS CLAIMS MADE UNDERLYING	*
CU 21 23 02 02	EXCLUSION – NUCLEAR ENERGY LIABILITY	Yes
CU 21 25 12 01	EXCLUSION – TOTAL POLLUTION	Yes
CU 21 50 03 05	EXCLUSION – SILICA OR SILICA-RELATED DUST	Yes
CU 21 71 06 15	EXCLUSION – UNMANNED AIRCRAFT	Yes
CU 21 86 12 20	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND DATA RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION	Yes
CU 34 13 12 19	EXCLUSION – AMENDMENT OF LIQUOR LIABILITY EXCLUSION (HOST ONLY)	*
HEAUP 3001 09 22	EXCLUSION – ANIMAL LIABILITY	*
HEAUP 3002 09 22	EXCLUSION – WEAPONS AND FIREARMS	Yes
HEAUP 3003 09 22	EXCLUSION – ACTION OVER	Yes
HEAUP 3004 09 22	EXCLUSION – VICIOUS DOGS AND DOGS WITH PRIOR BITE HISTORY	*
HEAUP 3005 09 22	EXCLUSION – CYBER INJURY	Yes
HEAUP 3006 09 22	EXCLUSION – BIOMETRIC INFORMATION PRIVACY CLAIMS	Yes
HEAUP 3007 09 22	EXCLUSION – WAR	Yes
HEAUP 3008 09 22	EXCLUSION – ASBESTOS	Yes
HEAUP 3009 09 22	EXCLUSION – LEAD	Yes
HEAUP 3010 09 22	EXCLUSION – FUNGI, VIRUS, OR BACTERIA	Yes
HEAUP 3011 09 22	EXCLUSION – ASSAULT & BATTERY	*
HEAUP 3012 12 22	EXCLUSION – LIQUOR LIABILITY	*

**SCHEDULE D (continued)**  
**POLICY ENDORSEMENTS APPLICABLE TO THIS PARTICIPANT**  
(See attached for copy of Master Policy and Endorsements)

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<u>Form Number</u>	<u>Form Name</u>	<u>Applicable (Yes/*)</u>
HEAUP 3013 12 22	EXCLUSION – ATHLETIC PARTICIPANTS	*
HEAUP 3014 12 22	EXCLUSION – TOTAL HORSE AND EQUINE EXCLUSION	*
HEAUP 3015 12 22	EXCLUSION – DESIGNATED ONGOING OPERATIONS-TOTAL CONSTRUCTION WITH LIMITED REPAIR/REMODEL EXCEPTION	Yes
HEAUP 3016 11 22	EXCLUSION – DESIGNED WORK TOTAL CONSTRUCTION EXCEPTION	Yes
HEAUP 3017 11 22	EXCLUSION – UNDERLYING LIMIT WITH SUBLIMIT	Yes
HEAUP 3018 01 23	EXCLUSION – EMPLOYEE BENEFITS PROGRAM	*
HEAUP 3019 01 23	EXCLUSION – SPECIFIED OPERATIONS	*
HEAUP 9511 11 22	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	Yes
IL 09 85 12 20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	*
CU 21 33 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	*
CU 21 30 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	*
(no form #)	EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)	*
(no form #)	HUDSON PRIVACY NOTICE FOR APPLICANTS POLICYHOLDERS AND FIRST- PARTY CLAIMANTS	Yes
(no form #)	HUDSON PRIVACY NOTICE POLICY HUDSON INS GROUP	Yes
(no form #)	PRIVACY INSURANCE INFORMATION PRACTICES (available upon request)	Yes
(no form #)	SERVICE OF SUIT ENDORSEMENTS (as required state by state)	Yes
(no form #)	UNINSURED MOTORIST / UNDERINSURED MOTORIST	*

\*These are conditional endorsements that will apply when listed below.

**Conditional Endorsements and Additional Forms Attached for This Participant:**

FL SL addendum - Amar Dedhia

HARP Umbrella Certificate

Directors and Officers Claims Made Underlying

Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (Pfas)

Exclusion - Amendment of Liquor Liability Exclusion (Host only)

Exclusion - Animal Liability

Exclusion of Certified Acts of Terrorism

Exclusion - Employee Benefits Program

Consumer Complaint Notice FL



50 Cardinal Drive, Suite 202  
Westfield, NJ 07090

Florida Changes - Cancellation and Non-Renewal  
Service of Suit Florida

## **IMPORTANT NOTICE TO POLICYHOLDER**

### **TERRORISM RISK INSURANCE ACT**

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the "Act") we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury 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 the United States in the case of an air carrier or vessel 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.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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

Terrorism coverage can only be offered under this umbrella policy if it is included in the primary underlying policy. If you have elected Terrorism coverage, additional premium in the amount of 3% of your annual premium, subject to a \$250 Minimum Premium, will be charged for such acts of terrorism when there is acceptable coverage for such acts in underlying insurance.



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

## **CONDOMINIUMS, CO-OPS, ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY COVERAGE**

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

### **SCHEDULE**

<b>Named Association: Parkwoods III Homeowners Association, Inc</b>	
<b>Directors And Officers Liability Annual Aggregate Limit Of Insurance:</b>	<b>\$</b>
<b>Retained Limit:</b>	<b>\$</b>
<b>Pending Or Prior Litigation Date:</b>	<b>Retroactive Date:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. The following are added to Section I – Coverages:**

**1. Insuring Agreement – Management Liability**

- a.** We will pay on behalf of an "insured person" the "ultimate net loss" in excess of the "retained limit" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**, except to the extent that the "association" has indemnified the "insured person" for such "ultimate net loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

- b.** If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- (1)** Such spousal status; or

- (2)** Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "ultimate net loss" in excess of the "retained limit" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "ultimate net loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "ultimate net loss" to the spouse will be covered under this endorsement only if and to the extent that such "ultimate net loss" would be covered if incurred by the "insured person".

However, this Paragraph **b.** does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c.** This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

- (1)** The estate, heirs or legal representatives of a deceased "insured person"; and

- (2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph **c.** only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

## **2. Insuring Agreement – Association Reimbursement**

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph **1.**) during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

## **3. Insuring Agreement – Association Liability**

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

## **4. Defense And Settlement**

We will have the right and duty to defend the insured against any "claim" made against the insured under Paragraph **A.** of this endorsement when the "underlying insurance" does not provide coverage or the limits of the "underlying insurance" have been exhausted.

However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph **E.** or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph **E.**

## **B. Exclusions**

For the purposes of the coverage provided by this endorsement, this insurance does not apply to any "loss" resulting from any "claim":

1. Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
2. For "bodily injury".
3. For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
4. For "property damage".
5. Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
6. Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule.
7. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
  - a. During a prior policy period of this policy; or
  - b. Under any insurance policy of which this policy is a replacement.
8. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Schedule, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.

9. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
10. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
11. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
  - a. A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or
  - b. A "claim" arising out of a "wrongful employment practices act".
12. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
13. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
  - a. The "association" would have been liable in the absence of such contract or agreement; or
  - b. Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act".
14. Arising out of "personal and advertising injury".
15. Arising out of:
  - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
  - b. Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- c. A "claim" made or "suit" brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";
 

including without limitation any "claim" by or on behalf of the "association".
16. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.
 

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph B.
- D. For the purposes of the coverage provided by this endorsement, **Section II – Who Is An Insured** is replaced by the following:
  1. The "association" is an insured.
  2. "Insured persons" are insureds.
- D. For the purposes of coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:
  1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Schedule of this endorsement. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this endorsement, the "retained limit" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.
  2. The Directors and Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - b. "Claims" made or "suits" brought;
    - c. Persons, organizations or government agencies making "claims" or bringing "suits"; or
    - d. "Wrongful acts".
  3. The Directors and Officers Liability Annual Aggregate Limit of Insurance is the most we will pay for the sum of all "ultimate net loss" because of "wrongful acts" covered under this endorsement.

If the aggregate limit is exhausted by payment of "ultimate net loss" we will have no further obligations or liability of any kind under this endorsement.

"Claims expenses" are part of the "ultimate net loss" and are payable within the Limit of Insurance shown in the Schedule, thereby reducing that limit.

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

- E. For the purposes of the coverage provided by this endorsement, Condition 3. of **Section IV – Commercial Liability Umbrella Conditions** is replaced by the following:

**3. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) What the "wrongful act" was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the "wrongful act".

- b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of any "wrongful acts" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

- F. For the purposes of the coverage provided by this endorsement, the following is added to **Section IV – Commercial Liability Umbrella Conditions**:

**Consent To Settle**

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

- G. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replace any similar section in that Coverage Part.

**Extended Reporting Period**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

- a. This endorsement is cancelled or not renewed for any reason; or
- b. We renew or replace this endorsement with insurance that:

- (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
- (2) Does not apply to "wrongful acts" on a claims-made basis.

2. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following apply:

- a. The "claim" is first made during the Extended Reporting Period;
- b. The "wrongful act" occurs before the end of the policy period; and
- c. The "wrongful act" did not commence before the Retroactive Date.

Once in effect, the Extended Reporting Period may not be cancelled.

3. An Extended Reporting Period of three years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 30 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

4. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - a. The exposures insured;
  - b. Previous types and amounts of insurance;
  - c. Limit of Insurance available under this endorsement for future payment of damages; and
  - d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Extended Reporting Period will be deemed fully earned as of the date it is purchased.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

5. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

- H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Association" means the entity named in the Schedule as the named association.
2. "Claim" means:
  - a. A written demand for monetary damages against any insured;
  - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
  - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or

- d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;

for a "wrongful act", including any appeal therefrom.

3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
4. "Financial insolvency" means the status of the "association" resulting from:
  - a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
  - b. The "association" becoming a debtor in possession.
5. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".
6. "Interrelated wrongful act" means all causally connected "wrongful acts".
7. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.
8. "Wrongful act" includes a "wrongful employment practices act" and means:
  - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.

- b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".
- 9. "Wrongful employment practices act" means any of the following offenses, but only when they are employment-related:
  - a. Wrongful dismissal, discharge or termination of employment;
  - b. Breach of any implied employment contract;
  - c. Employment-related misrepresentation;
  - d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
  - e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
  - f. Wrongful failure to employ or promote;
  - g. Wrongful reference, discipline or deprivation of a career opportunity;
  - h. Failure to adopt adequate workplace or employment policies and procedures; or
  - i. Illegal retaliatory treatment.
- l. For the purposes of the coverage provided by this endorsement, Definitions **21.** and **23.** in **Section V – Definitions** are replaced by the following:
    - 21. "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:
      - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
      - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
    - 23. "Ultimate net loss" means the total sum of "loss", after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

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

## **EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

### **Perfluoroalkyl and Polyfluoroalkyl Substances**

This insurance does not apply to:

- 1.** “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of, based upon or in consequence of, resulting from or in any way related to the actual, alleged, threatened, or suspected:
  - a.** Contact with, exposure to, or inhalation, ingestion, existence or presence of “PFAS”;
  - b.** Design, manufacture, storage, processing, packaging, handling, testing, distribution, sale or disposal of “PFAS”;
  - c.** Discharge, dispersal, seepage, migration, release, flaking, leakage, leaching, friability, release or escape of “PFAS”;
  - d.** Providing or failing to provide warnings or instructions with respect to “PFAS”; or
  - e.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “PFAS”;Regardless of whether any other cause, event, materials, substances, compounds, goods, products or “your products”, contributed concurrently or in any sequence to such injury to damage.
- 2.** Any loss, cost or expense arising out of based upon or in consequence of, resulting from or in any way related to any:
  - a.** Request, demand, order or statutory, regulatory, or legal requirement of any kind that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess, or remediate the effects of “PFAS”; or
  - b.** Claim or “suit” by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “PFAS”; or
- 3.** Any other injury or damage, liability, loss, cost or expense arising out of or in any way related to “PFAS” including, but not limited to, any fines, penalties, punitive or exemplary damages.

This exclusion applies:

- (1) To any obligation to share damages with or repay someone else who must pay damages, including any obligation to pay damages by reason of the assumption of liability in an “insured contract” or agreement; and
- (2) 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:
  - (a) The “occurrence” which caused the “bodily injury” or “property damage”;
  - (b) The offense which caused the “personal and advertising injury”; or
  - (c) Any injury or damage, liability, loss, cost or expense whatsoever;
 involved that which is described in Paragraphs **A.1.** through **A.3.** above.

**B.** The following definition is added to **SECTION V – DEFINITIONS:**

**1. “PFAS”:**

**a. Means:**

- (1) Any perfluoroalkyl or polyfluoroalkyl substances;
- (2) Any fluorinated polymers; or
- (3) Any goods, products, “your products”, materials, compounds, or substances that consist of or contain any amount of perfluoroalkyl substances, polyfluoroalkyl substances or fluorinated polymers.

**b.** Paragraph **1.a(1)** through **(3)** above of this definition include, but are not limited to: perfluoroalkyl acids, perfluoroalkyl carboxylic acids, perfluoroalkyl carboxylates, perfluoroalkane sulfonic acids, perfluoroalkane sulfonates, perfluoroalkane sulfonamides, fluoropolymers, perfluoropolyethers, side-chain fluorinated polymers, perfluoroalkyl ether carboxylic acids, fluorotelomer substances, perfluoroalkane sulfonamido substances, and fluorinated polymers, such as, but not limited to: Perfluorooctane Sulfonate (PFOS), Perfluorooctanoic Acid (PFOA), Perfluorononanoic Acid (PFNA), Perfluorodecanoic Acid (PFDA), Perfluorobutane Sulfonic Acid (PFBS), N-Methyl-Perfluorooctane Sulfonamido Acetic Acid (Me-PFOSA-AcOH), Perfluorobutanesulfonate, Perfluorohexane Sulfonic Acid (PFHxS), Potassium Perfluorobutane Sulfonate (PFBS), Ammonium Perfluorooctanoate (APFO), and GenX, including Hexafluoropropylene Oxide Dimer Acid (HFPO-DA);

**c.** Includes any substances, goods, products, “your products”, materials or compounds that, by whatever name known:

- (1) Have a similar chemical formulary, formation, function, or structure of those items listed in Paragraph **1.b.** of this definition above;
- (2) Is a derivative of or intended replacement of those items listed in Paragraph **1.b.** of this definition above;
- (3) Is an associated homologue, isomer, salts, ester, alcohol, acid, or precursor chemical, or is a related degradation or by-product, of those items listed in Paragraph **1.b.** of this definition above; or
- (4) Contains at least one fully fluorinated methyl or methylene carbon atom (without any H/Cl/Br/I atom attached to it).

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



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

## **AMENDMENT OF LIQUOR LIABILITY EXCLUSION – LIMITED EXCEPTION FOR BRING YOUR OWN ALCOHOL**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

The following replaces Exclusion c. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

#### **c. Liquor Liability**

"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.

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

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

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

## **ANIMAL LIABILITY EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** is amended with the addition of the following:

#### **Liability for Animals**

“Bodily injury” or “property damage” caused by or arising directly or indirectly from any animal.

**SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS, Paragraph a.** is amended with the addition of the following:

#### **Liability for Animals**

Caused by or arising directly or indirectly from any animal.

All other terms and conditions remain unchanged.

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to 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 \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

## **EXCLUSION – EMPLOYEE BENEFITS PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Paragraph **2. Exclusions** is amended with the addition of the following:

**Employee Benefit Program**

“Bodily injury” or “property damage” caused by or arising from the administration of your employee benefit program.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,**

Paragraph **2. Exclusions** subsection **a.** is amended with the addition of the following:

**Employee Benefit Program**

Caused by or arising from the administration of your employee benefit program.

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

## Important Notice

### NOTICE TO FLORIDA POLICYHOLDERS

In the event you should have a question, complaint or concern about your insurance policy you may contact:

Hudson / Hudson Excess Insurance Company  
100 William Street, 5<sup>th</sup> FL  
New York, NY 10038  
(866) 246-9945 or (212) 978-2800  
[www.hudsoninsgroup.com](http://www.hudsoninsgroup.com)

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

## **FLORIDA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

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

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

##### **a. For 90 Days Or Less**

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

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 45 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a)** A material misstatement or misrepresentation; or
  - (b)** A failure to comply with the underwriting requirements established by the insurer.

##### **b. For More Than 90 Days**

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

- (1)** Nonpayment of premium;
- (2)** The policy was obtained by a material misstatement;
- (3)** Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4)** A substantial change in the risk covered by the policy; or
- (5)** The cancellation is for all insureds under such policies for a given class of insureds.

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

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

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

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

**C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:**

- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

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

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

**D. Condition 10. When We Do Not Renew** of **Section IV – Conditions** is replaced by the following:

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.

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

Hudson Excess Insurance Company

**SERVICE OF SUIT ENDORSEMENT - FLORIDA  
SS – FL (5/17)**

It is hereby agreed by the Company and the Named Insured that:

In the event of a failure by the Company to pay any amount claimed to be due under this policy, the Company will, at the Named Insured's request, submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. Nothing in this endorsement constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In a suit instituted against the Company under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefore, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the Company's true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or its beneficiary arising out of this contract of insurance.

The officer named below is authorized and directed to accept service of process on the Company's behalf:

**Chief Financial Officer  
Florida Department of Financial Services  
200 E. Gaines Street  
Tallahassee, FL 32399-0300**

Having accepted service of process on the Company's behalf, the officer is authorized to mail the process or a true copy to:

**Dina G Daskalakis  
Hudson Excess Insurance Company  
Administrative Office  
100 William Street, 5th floor  
New York, NY 10038**

**All Other Terms and Conditions of This Policy Remain Unchanged.**