

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

KINSALE INSURANCE COMPANY

2035 Maywill Street, Suite 100

Richmond, VA 23230

COMMERCIAL EXCESS LIABILITY DECLARATIONS

Policy Number: 0100257159-1
Producer Number: 21606
Name and Address: USG Insurance Services - New Brighton, MN
 550 Main Street, Suite 270
 New Brighton, MN 55112

NAMED INSURED:	Scribner Hollow Homeowners Association
MAILING ADDRESS:	c/o One Madison Mgmt Corp One Madison Street East Rutherford, NJ 07073
POLICY PERIOD:	FROM 07/31/2024 TO 07/31/2025 at 12:01 AM at the address of the named insured as shown above.

1. LIMITS OF INSURANCE

Each Occurrence:	\$2,000,000
Annual Aggregate:	\$2,000,000

2. SCHEDULE OF UNDERLYING INSURANCE

Schedule of Underlying Insurance:	Refer to CAX1001, SCHEDULE OF UNDERLYING INSURANCE
-----------------------------------	--

3. PREMIUM

	+Company Fee \$250.00	
Total Premium (Deposit Premium):	+NY Tax \$144.47	\$3,763
	+Stamping Fee \$6.02	
Company Fee:	+Broker Fee \$250.00	\$250
Total Payable at Inception:	=Sub Total \$4,413.49	\$4,013

4. DESCRIPTION OF BUSINESS

DESCRIPTION OF OPERATIONS:	Homeowners Association and Seasonally Rented Units
Business Type:	Corporation

5. FORMS AND ENDORSEMENTS

Refer to ADF4001, SCHEDULE OF FORMS

6. AUDIT

Policy Subject To Audit:	N	Audit Period:	Not Applicable
--------------------------	---	---------------	----------------

NOTICE - WHERE TO REPORT A CLAIM

It is important that losses, claims, or incidents (if incident reporting is permitted under the Policy) are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses, claims, or incidents to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, online, fax, or U.S. mail.

By E-mail:

Newclaimnotices@kinsaleins.com

Online:

<https://claims.kinsaleins.com>

By FAX:

1-804-482-2762, Attention Claims Department

or

By Mail:

Claims Department
Kinsale Insurance Company
P. O. Box 17008
Richmond, Virginia 23226

Street Address:

Claims Department
Kinsale Insurance Company
2035 Maywill Street, Suite 100
Richmond, Virginia 23230

SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

CAX1000-0521 - Commercial Excess Liability Declarations
 ADF9013-0524 - Notice - Where to Report a Claim
 ADF4001-0110 - Schedule of Forms
 CAX1001-0224 - Schedule of Underlying Insurance
 CAX0001-0817 - Commercial Excess Liability Policy
 ADF2000-0622 - Policy Amendment - Extrinsic Evidence
 CAX2005-0418 - General Liability - Limitation of Coverage to Designated Location or Project or Event
 CAX4008-0822 - Additional Policy Provisions - Premium - Fully Earned Policy
 CAX4014-1211 - Non-Drop Down Provision
 ADF3002-0110 - Exclusion - Terrorism
 ADF3003-0922 - Exclusion - Absolute Pollution and Pollution Related Liability
 ADF3012-0910 - Exclusion - Infestation
 ADF3017-0622 - Exclusion - Biometric Information Privacy Laws
 CAX3008-0110 - Exclusion- Subsidence
 CAX3019-0110 - Exclusion- Named Insured vs. Named Insured
 CAX3022-0222 - Exclusion- Employers' Liability
 CAX3030-0110 - Exclusion- New Entities
 CAX3035-0820 - Exclusion- Animals
 CAX3037-0911 - Exclusion- Liquor Liability
 CAX3045-0110 - Exclusion- Punitive Damages
 CAX3066-0321 - Absolute Exclusion - Motorized Vehicles
 CAX3068-0713 - Exclusion - Personal and Advertising Injury Liability
 CAX3072-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
 CAX3077-0523 - Exclusion - Water Hazard
 CAX3083-0416 - Exclusion - Snow or Ice Treatment and Removal
 CAX3084-0718 - Exclusions - Eviction and Failure to Maintain
 CAX3088-0623 - Exclusion - Fire or Fire-Related Injury or Damage
 CAX3107-0524 - Exclusion - Pathogen and Related Hazards
 CAX3113-0519 - Exclusion - Cancer
 CAX3115-0623 - Exclusion - Interior Building Collapse
 CAX3158-0621 - Absolute Exclusion - Injury To Independent Contractors Or Subcontractors
 CAX3161-0921 - Absolute Exclusion - All Construction And Land Preparation
 CAX3162-1121 - Absolute Exclusion - Firearms
 CAX3167-0122 - Exclusion - Water-Related Bodily Injury And Property Damage
 CAX3177-0324 - Absolute Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
 CAX3178-0322 - Exclusion - Assault, Battery, Abuse, Or Molestation
 CAX3207-0324 - Exclusion - Opioids and Narcotics
 ADF9004-0110 - Signature Endorsement
 ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

SCHEDULE OF UNDERLYING INSURANCE

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

PRIMARY INSURANCE:			
Policy Type: General Liability			
Issuing Company:	Kinsale Insurance Company	Limits of Insurance:	
Policy Number:	0100122601-4	Each Occurrence/Claim:	\$1,000,000
Policy Dates:	07/31/2024 - 07/31/2025	General Aggregate:	\$2,000,000
Coverage Form:	Occurrence	Products/Completed Operations Aggregate:	\$2,000,000
Retroactive Date:	N/A	Personal and Advertising Injury Limit:	\$1,000,000
	(claims made policy only)		

COMMERCIAL EXCESS LIABILITY POLICY

PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is covered and 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 an insured under the “underlying insurance”. The words “we” and “us” refer to the Company shown in the Declarations. Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION II--DEFINITIONS**.

SECTION I- COVERAGE

A. INSURING AGREEMENT

We will pay on behalf of the Named Insured those sums in excess of the “underlying insurance” that you become legally obligated to pay as damages because of injury or property damage to which this insurance applies, provided that the damages would be covered by the “underlying insurance(s)”, but for the exhaustion of the applicable Limits of Insurance.

This policy shall follow the terms, definitions, conditions and exclusions of the “primary insurance” and of any other “underlying insurance” only to the extent coverage is further limited or restricted by the terms and conditions of such other “underlying insurance”; subject always to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of the “underlying insurance” conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not, in any event, provide broader coverage than that provided by the “underlying insurance”.

The amount we will pay for damages shall not exceed the Limits of Insurance stated in **Item 1** of the Declarations.

B. DEFENSE, INVESTIGATION, SETTLEMENT

1. When the Limit of Insurance of “underlying insurance” have not been exhausted, the Company will have the right but not the duty to participate in the investigation, defense and settlement of claims or suits against you seeking damages because of injury or damage to which this insurance might apply. If a claim or suit is settled within the limits of insurance of the “underlying insurance(s)”, no costs will be payable by the Company.
2. When the Limit of Insurance of “underlying insurance” are exhausted by payments of judgments, settlements, and any costs or expenses subject to such limit, we will have a duty to defend claims or suits to which this insurance applies. We may, at our discretion, investigate and settle any claims or suits however we will have no duty to defend an insured against any claim or suit seeking damages to which this insurance does not apply. No other duty, obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for elsewhere in this policy.
3. Subject to the above provisions, costs incurred by you without the written consent of the Company shall be paid by you.
4. When we assume the defense of any claim or suit against you that seeks damages covered by this policy, we will pay all costs to the extent that such payments are not covered elsewhere.

5. If the “primary insurance” includes defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included within and will reduce the Limits of Insurance of this policy as shown in **Item 1** of the Declarations.
6. We will have no duty to investigate, defend or settle claims or suits brought against you once the Limits of Insurance of this policy as stated in **Item 1** of the Declarations are exhausted, or if claims or suits brought against you are excluded from coverage under this policy.

SECTION II- DEFINITIONS

1. “Primary insurance” means the “underlying insurance” policy(ies) listed as “primary insurance” in the Schedule of Underlying Insurance forming a part of this policy.
2. “Underlying insurance(s)” - means:

All policies or self insurance, including the “primary insurance”, listed in the Schedule of Underlying Insurance and any replacements or renewals of them, provided that such replacement or renewal policy(ies) provide coverage equivalent to and afford limits of insurance equal to or greater than the policy(ies) being renewed or replaced.

Policies purchased or issued for newly acquired or newly formed organizations shall not be more restrictive than any of the policies included in the Schedule of Underlying Insurance.

If any “underlying insurance” is subject to a sublimit, this insurance shall not drop down as excess of such sublimit, however, the limit of insurance of the “underlying insurance” shall be recognized as depleted to the extent of the underlying insurer’s payment of loss subject to such sublimit.

SECTION III- EXCLUSIONS

All exclusions in the “underlying insurance”, will also apply to the Limits of Insurance and coverages available under this policy. If there are conflicts in the exclusions of the “underlying insurance” with any of the exclusions of this policy, the exclusions in this policy will apply.

1. **Uninsured Motorists, Underinsured Motorists and No Fault**

This insurance does not apply to any liability, loss and/or damage, expense, costs, or defense arising out of any:

- a. Uninsured or Underinsured Motorist law; or
- b. No Fault Law, Automobile Medical Payments Coverage or similar act or law; or
- c. Any automobile accident reparation law.

2. **Lead, Asbestos, Silica, Erionite**

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving asbestos, lead, silica or erionite, including any expenses or any obligations to share damages with or repay anyone else who must pay damages from asbestos, lead, silica or erionite.

This exclusion applies to:

- a. Any injury or damages of any type arising out of the inhalation, ingestion, exposure to, absorption of, or toxic substance from asbestos, lead, silica or erionite in any form or from any goods, products or structures containing same;
- b. The existence of asbestos, lead, silica or erionite in any form in occupancy or construction or the manufacture, sale, transportation, handling, storage, disposal, removal or degradation of same or goods or products containing asbestos, lead, silica or erionite;
- c. Any hiring, placement, supervision, training, retention, act, error or omission; or
- d. Any recommendations, requests or warnings, or, advice given or that should have been given, as well as any costs, including but not limited to abatement, mitigation, degradation, removal, containment, treatment, detoxification, neutralization or disposal of same or in any way respond to or assess the effects of asbestos, lead, silica or erionite.

3. Discrimination

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligation to share damages with or repay another who must pay damages from discrimination.

4. Employment Practices

This insurance does not apply to liability for employment-related practices, regardless of allegations, nor to any expenses nor to any obligation to share damages with or repay anyone else who must pay damages from same including but not limited to:

- a. Refusal to employ or termination of employment;
- b. Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation or other employment related practices, policies, acts or omissions;
- c. Consequential injury as a result of a. or b. above.

5. Classification Limitation

This insurance applies only to the operations that are described in the DESCRIPTION OF OPERATIONS shown on the Declarations page of this policy.

6. Duty To Defend

Where there is no coverage under this policy, there is no duty to defend.

7. Professional Liability

This insurance does not apply to professional liability, malpractice, errors, or omissions or acts of any type including rendering or failure to render any type of professional service nor to any expenses or any obligation to share damages with or repay anyone else who must pay damages from same, unless such Professional Liability coverage is specifically endorsed onto this policy or included as "underlying insurance".

8. Fiduciary

This insurance does not apply to any claim or suit arising directly from or indirectly out of, related to, or, in any way involving:

- a. Coercion, conversion or misappropriation of the funds or property of others;
- b. Dishonest, fraudulent, criminal or malicious acts or omissions of the insured, or any partner or employee or any person for whom you are legally responsible; or
- c. Activities or operations performed in the capacity of a fiduciary.

9. War

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving:

- a. Hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual impending or expected attack by:
 - 1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - 2) Military or naval or air forces, or
 - 3) An agent of 1) or 2) above, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion, or biological, chemical or radiological discharge shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.
- b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

10. Prior Injury or Damage

This insurance does not apply to injury or damage which begins or takes place before the inception date of this policy, regardless of whether or not such injury or damage is known to any insured; provided that when "primary insurance" applies on a claims-made basis, this insurance does not apply to injury or damage which begins or takes place before the retroactive date of this policy. If the retroactive date of this policy differs from that of any "underlying insurance", the retroactive date of this policy shall apply. This exclusion shall apply even though the nature and extent of such damage or injury may change and even though the damage or injury may be continuous, progressive, cumulative, changing or evolving, and even though the occurrence causing such injury or damage may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.

If you are a contractor, builder or developer the following also applies:

All property damage to units of or within a single project or development and arising from the same general type of harm or condition, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage may change and even though the occurrence causing such property damage may be or involve a continuous or repeated exposure to substantially the same general harm or condition which also continues or takes place (in the case of repeated exposure to the substantially the same general harm or condition) during the policy period of this policy.

11. Sublimited Coverages

This insurance does not apply to liability arising out of any coverages shown in the Schedule of Underlying Insurance that have limits lower than the per occurrence or per claim limit, or the aggregate limits shown for that particular scheduled "underlying insurance".

This exclusion applies regardless of the limits of insurance of the "underlying insurance" and whether or not those limits of insurance are part of, in addition to, or, separate from the limits of insurance of the "underlying insurance".

12. ERISA

This insurance does not apply to any liability arising out of the Employee Retirement Income Security Act of 1974 (ERISA) including any amendments thereto or any similar state, statutory or common law.

13. Occupational Disease

- a. Any injury to any insured's employee(s) arising from an "occupational disease(s)"; or
- b. Any injury to any person or any claims by any person that they sustained injury or the fear of sustaining injury arising out of any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

"Occupational disease(s)" means any physical or mental disease, condition or disability of any employee(s) of any insured arising out of the insured's operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

14. Property in the Care, Custody or Control of Insured

Property damage to property in the care, custody or control of any insured or the employee(s) of any insured, over which the insured or any of the insured's employees are for any purpose, exercising physical control.

15. Fungi and Bacteria

Bodily injury or property damage that in any way, in whole or in part, arises out of, relates to or results from:

- a. Actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of or presence of "fungi or bacteria" in any manner or form whatsoever;
- b. The actual or alleged failure to warn, advise or instruct related to "fungi or bacteria" in any manner or form whatsoever;
- c. The actual or alleged failure to prevent exposure to "fungi or bacteria" in any manner or form whatsoever; or
- d. The actual or alleged presence of "fungi or bacteria" in any manner or form whatsoever, in any place whatsoever, whether or not within a facility owned or used by the Named Insured, including the contents of such facility.

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi or bacteria", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting from "fungi or bacteria".

This exclusion does not apply to any "fungi or bacteria" that are intended to be on or contained in food or beverages intended for consumption.

As used in this exclusion, "fungi or bacteria" include, without limitation, mold, mildew, yeast, spores, mycotoxins, endotoxins, or other pathogens, as well as any particulates or byproducts of any of the foregoing, either directly or indirectly.

SECTION IV- LIMITS OF INSURANCE

Regardless of the number of insureds under this policy, persons or organizations who sustain injury or damage or claims made or suits brought, the Company's liability is limited as follows:

1. The Limit of Insurance under this policy applies only when the total applicable limits of the “underlying insurance” have been exhausted solely as a result of actual payment of claims for damages by the underlying insurer(s) including if applicable actual payments by the underlying insurer(s) of any costs or expenses incurred in the investigation or defense of any claim.
2. The Limit of Insurance shown in **Item 1** of the Declarations as Each Occurrence is the most we will pay for damages because of bodily injury, property damage, personal and advertising injury arising out of any one occurrence or event.
3. The Limit of Insurance shown in **Item 1** of the Declarations as the Annual Aggregate is the most we will pay for all damages.
4. If the applicable aggregate Limit of Insurance has been reduced by payments of claims or expenses to an amount that is less than the Occurrence limit stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other occurrence.
5. The Limits of Insurance of this policy apply to the entire policy period shown in the Declarations. If this policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding policy period for the purposes of determining the Limit of Insurance.

SECTION V- CONDITIONS

If any conditions of the “underlying insurance” conflicts with any conditions of this policy, the conditions of this policy will apply:

1. Maintenance of Underlying Insurance

You will maintain the “underlying insurance” in full force and effect during the term of this policy, and agree to inform us within 30 days of any replacement or material change to that “underlying insurance” by the same or any other company.

Even if you do not maintain the “underlying insurance” in full force and effect or if you fail to meet all conditions, terms and warranties of such “underlying insurance”, this policy will apply as if those policies were available and collectible.

The aggregate limits of the “underlying insurance” shall be unimpaired at the effective date of this policy and:

- a. If “underlying insurance” applies on an occurrence basis, for the purpose of the insurance provided by this policy, only occurrences taking place during the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits; or
- b. If “underlying insurance” applies on a claims-made basis, for the purpose of the insurance provided by this policy, only injury or damage taking place after the retroactive date shown in the Declarations of this policy and before the end of the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

Even if replacement policies provide coverage with limits of insurance that are less than those indicated in the “underlying insurance” this policy will apply as if the terms, conditions and limits of the original “underlying insurance(s)” were still available and collectible, except insofar as this policy has been endorsed in writing to reflect such changes in the “underlying insurance”.

Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable under this policy only to the extent that we would have been liable if you complied.

For the purposes of this policy, if the limit of insurance of any "underlying insurance" is not paid or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance";
- b. Any defense which the underlying insurer may assert; or
- c. The inability or failure for any reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "underlying insurance" was available and collectible.

No statement contained in this condition limits our right to cancel or not renew this policy.

2. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent, or any other basis, except any other insurance written specifically to be excess over this policy.

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

You must see to it that we are notified as soon as practicable of an occurrence that may result in a claim for damages or suit under this policy. To the extent possible, notice should include:

- a. How, when and where the occurrence took place;
- b. The names, addresses, or any injured persons and any witnesses; and
- c. The nature and location of any injury or damage arising out of the occurrence.

If a claim is made, or suit is brought against you, which is reasonably likely to involve this policy, you must notify us in writing. Written notice should be mailed to the Company at the address shown on the Declarations page of this policy. You and any other insured must:

- a. immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit; and
- b. authorize us to obtain records and other information; and
- c. cooperate with us in the investigation, settlement and defense of the claim or suit; and
- d. assist us upon our request, in the enforcement of any right against any person or organization that may be liable to you because of injury or damage to which this policy may apply.

Except at your own cost, you will not voluntarily make payment, assume any obligation or incur any expense without our consent.

4. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally incapacitated, bankrupt or insolvent, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. In any event, Notice of Cancellation sent to the first Named Insured as shown in the Declarations, and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

5. Territory

This insurance applies to occurrences that take place in the coverage territory as it is described below:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - 1) Goods or products made or sold by you in the territory described in **a.** above;
 - 2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - 3) Personal and advertising injury offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in **a.** above.

6. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - 1) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or
 - 2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any refund due subject to the minimum earned premium provisions of the policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or 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.

7. Non-Renewal

- a. If we elect not to renew this policy we shall mail written notice to the first Named Insured at the address shown in the declarations. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the policy period.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

8. 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.

9. Representations

By accepting this policy, you agree that the statements in the Declarations are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

10. Terms, Conditions And Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date

of the policy or on an annual basis, the Company will determine the rate and premium and may amend the terms and conditions of the policy in accordance with the rates and rules then in effect.

11. 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.

12. Service Of Suit

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such court.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee is authorized and directed to accept service of process and will enter a general appearance on behalf of the Company in any such suit.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

13. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization 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.

14. Legal Action Against Us

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless it is commenced within twelve (12) months next after discovery by the insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this Policy is issued, such limitation is invalid then any such claims shall be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such state. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance.

15. Binding Arbitration

All disputes under this policy shall be subject to binding arbitration as follows:

- a. All disputes over coverage or any rights afforded under this policy, including whether an entity or person is a Named Insured, an insured, an additional insured or the effect of any applicable statutes or common

law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The Arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall have experience in insurance coverage of the type afforded by this policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the Arbitrators. The potential arbitrators from which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

- b. All disputes regarding payment(s) owed under this policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Nuclear Energy Liability Exclusion

- 1. 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.

2. As used in this provision:

"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.

POLICY AMENDMENT - EXTRINSIC EVIDENCE

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

ALL COVERAGE FORMS

Notwithstanding any provision of this Policy to the contrary, all Insuring Agreements in all Coverage Forms, Coverage Sections, Coverage Parts, or endorsements included in this Policy are amended by adding the following:

Our right and duty to defend or indemnify the insured against any claim or suit will be determined by review of the facts and allegations pleaded and the terms of this Policy, and we may look to and consider extrinsic evidence outside of the allegations, facts pleaded, or any combination thereof by any claimant to determine whether we owe a duty to defend or indemnify against any such claim or suit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY - LIMITATION OF COVERAGE TO DESIGNATED LOCATION OR PROJECT OR EVENT

Attached To and Forming Part of Policy 0100257159-1	Effective Date of Endorsement 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	Named Insured Scribner Hollow Homeowners Association
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

SCHEDULE

Designated Location(s) or Project(s) or Event(s):
615 Scribner Hollow Rd, Hunter, NY 12442
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this policy)

For any "underlying insurance" that covers "bodily injury" or "property damage" caused by an "occurrence", **SECTION I-COVERAGE, A. INSURING AGREEMENT** is deleted and replaced with the following:

SECTION I- COVERAGE

A. INSURING AGREEMENT

We will pay on behalf of the Named Insured those sums in excess of "underlying insurance" that you become legally obligated to pay as damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this insurance applies, but only if:

1. The damages would be covered by "underlying insurance(s)" but for the exhaustion of the applicable Limits of Insurance; and
2. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place at a Designated Location or Project or Event identified in the Schedule above, and the "bodily injury" or "property damage" also takes place at a Designated Location or Project or Event.

This policy shall follow the terms, definitions, conditions and exclusions of "primary insurance" and of any other "underlying insurance" only to the extent coverage is further limited or restricted by the terms and conditions of such other "underlying insurance"; subject always to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of "underlying insurance" conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not, in any event, provide broader coverage than that provided by the "underlying insurance".

The amount we will pay for damages shall not exceed the Limits of Insurance stated in **Item 1** of the Declarations.

When this policy applies as excess over "underlying insurance" that covers "bodily injury" or "property damage" caused by an "occurrence", **SECTION V-CONDITIONS**, item 5. **Territory** is deleted and replaced with the following:

5. Territory

This insurance applies, but only if:

1. The "occurrence" takes place at a Designated Location or Project or Event identified in the Schedule above, and the "bodily injury" or "property damage" also takes place at a Designated Location or Project or Event; and

2. The insured's responsibility to pay damages is determined in a suit on the merits, against the insured in the United States of America (including its territories and possessions), Puerto Rico and Canada.

For purposes of this endorsement, "bodily injury", "property damage" and "occurrence" have the meanings as defined in "primary insurance".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL POLICY PROVISIONS - PREMIUM - FULLY EARNED POLICY

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

SCHEDULE

Percentage of Premium retained (Minimum Earned Premium):	25%
---	-----

This endorsement sets forth the **Minimum Earned Premium** provisions for this Policy, calculated as follows:

- The **Minimum and Deposit Premium** for this Policy is 100% of the TOTAL PREMIUM (DEPOSIT PREMIUM) shown on the Declarations page of the Policy plus any premium adjustments by endorsements and any additional premium developed by audit. Audits that indicate a return premium will not reduce the 100% **Minimum and Deposit Premium**.
- If you cancel this Policy and:
 - The Policy **is not** subject to audit, the return premium will be 90% of the unearned premium. However, in no event will we retain less than the **Minimum Earned Premium**, calculated by multiplying the percentage shown in the Schedule above by TOTAL PREMIUM (DEPOSIT PREMIUM) shown on the Declarations page of the Policy.
 - The Policy **is** subject to audit, the earned premium will be determined by final audit. However, in no event will such earned premium be less than the **Minimum Earned Premium**, calculated by multiplying the percentage shown in the Schedule above by TOTAL PREMIUM (DEPOSIT PREMIUM) shown on the Declarations page of the Policy.
- If we cancel the Policy for any reason, other than nonpayment of premium, you will be returned the full amount of unearned premium, as determined by premium audit and without any **Minimum Earned Premium** retention as described in the Schedule above.

Provided that, if any Audit Noncompliance Charge has been imposed on this Policy and any charge computed as a result is owed, unearned premium will be calculated after deducting such charge due to us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-DROP DOWN PROVISION

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

Item 1. of **SECTION IV- LIMITS OF INSURANCE** is deleted and replaced with the following:

1. The Limit of Insurance under this policy applies only when the total applicable limits of the “underlying insurance” have been exhausted solely as a result of the actual payment of claims for damages by the underlying insurer(s) for claims that are covered under this policy, including if applicable actual payments by the underlying insurer(s) of any costs or expenses incurred in the investigation or defense of any claim covered under this policy. It shall be the insured's sole responsibility to provide other insurance or self-insurance for any impairment of the underlying aggregate limit as a result of payments of claims for damages excluded under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TERRORISM

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any loss, injury, claim or damage arising directly or indirectly out of or relating to:

1. Any act of "terrorism"; or
2. Any action authorized by a government authority or agency for the purpose of preventing or minimizing the consequences of any act or threat of "terrorism".

"Terrorism" means an activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for an activity that:

1. Causes either:
 - a. Damage to property;
 - b. Injury to person(s); or
 - c. Loss of income or increased expense; and
2. Appears to be intended to:
 - a. Intimidate or coerce a civilian population;
 - b. Disrupt any segment of an economy;
 - c. Influence the policy of a government by intimidation or coercion;
 - d. Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - e. Advance a political, religious or ideological cause; or
3. Involves the use, release, dispersal, discharge, escape or application of:
 - a. Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
 - b. Pathogenic or poisonous biological or chemical materials.

"Terrorism" also includes any incident determined to be such by any official, department or agency that has been specifically authorized by federal statute to make such a determination.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ABSOLUTE POLLUTION AND POLLUTION RELATED LIABILITY

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this Policy. If the Policy already includes any pollution exclusion or pollution-related exclusion, all such exclusions are deleted and replaced with the following:

This insurance does not apply to any claim or "suit" for damages because of "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, or legal liability of any kind, arising directly or indirectly out of, related to, including, or in any way involving the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape of, placement of, or presence of any "pollutant", however caused, including, but not limited to:

1. Any loss, cost, expense, fine, or penalty arising out of any (i) request, demand, order, governmental authority or directive, or that of any private party or citizen action, that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of any "pollutant"; or (ii) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape of, placement of, or presence of any "pollutant" into or upon any land, premises, building, the atmosphere, any water course, body of water, aquifer, or ground water, whether sudden, accidental, or gradual in nature or not, and regardless of when.
2. The devaluation of property, or for taking, use, or acquisition, or interference with the rights of others in or on property or air space, or any other type injury or expense.

This exclusion applies regardless of fault or intent, regardless of the particular cause of action or theory of liability, regardless of whether any "pollutant" is the initial precipitating cause or is in any way a cause, in the chain of events, and regardless of whether any other actual or alleged cause other than a "pollutant" contributed concurrently, proximately, or in any other sequence to the "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, or legal liability.

The following definition is added to the Policy. If the Policy already includes a definition of "pollutants", such definition is deleted and replaced with the following:

"Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant including, but not limited to smoke, vapor, soot, fumes, odors, fibers, radiation, acid, alkalis, petroleums, chemicals, or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed.

The following is added to the definition of "pollutants" for injury or damage that takes place in or originates in the state of Indiana or New Mexico:

The specific examples identified as "pollutants" include, but are not limited to the following and their break down components: diesel, kerosene, and other fuel oils; gasoline, butane, propane, natural gas, and other fuels; brake fluid,

transmission fluid, and other hydraulic fluids; ethylene glycol, methanol, ethanol, isopropyl alcohol, and propylene glycol, and other antifreeze additives; grease, tar, petroleum distillates, and other petroleum products; carbon monoxide, chlorine and other exhaust gases; stoddard solvent, mineral spirits, and other solvents; chromium compounds; emulsions/emulsifiers; naphtha; tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals; methyl isobutyl ketone; methyl ethal ketone; n-butyl acetate; 2-butoxyethanol; hexylene glycol; peroxides; Freon; polychlorinated biphenyl (PCB); CFC113; chlorofluorocarbons; chlorinated hydrocarbons; adhesives; pesticides; insecticides; fungicides; rodenticides; barium; 1, 2-Dichloroethylene; ethylene dichloride; dichloromethane; methylene chloride; ethylbenzene; lead; mercury; selenium; sulfate; xylene; silica; sewage; industrial waste materials; farm waste materials or odors including, but not limited to manure, urine, slurry, toxic algae, bedding, compost, milk; pharmaceutical products such as steroids, antibiotics, vitamins and supplements; fertilizers and nutrients such as nitrogen, phosphorus potassium and storm water and irrigation runoff containing any such chemicals; disease causing pathogens such as salmonella, E. coli, Cryptosporidium, and fecal coliform; hydrogen sulfide; ammonia; methane gas; heavy metals such as copper, zinc, chromium, arsenic, nickel, and cadmium; salts such as sodium, calcium, magnesium, potassium, chloride, bicarbonate, carbonate and nitrate; and all substances specifically listed, identified, or described by one or more of the following references: **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances and Disease Registry ToxFAQs™**, or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**. Substances identified as examples above or by the referenced lists also include materials or substances to be disposed of, discarded, recycled, stored, reconditioned, or reclaimed.

This definition of "pollutants" as amended for injury or damage that takes place in or originates in the state of Indiana or New Mexico, applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or acoustic irritant or contaminant is your product or products used by or for you, or is an integral part of or incidental to your business or operations, or has any function in your business, operations, premises, site, or location.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INFESTATION

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this policy:

This insurance does not apply to any bodily injury, property damage, personal and advertising injury or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving any infestation of any insects, bugs, vermin, arthropods, parasites or arachnids, including but not limited to spiders, mites, fleas, flies, bees, wasps, ticks, spider mites, itch mites, bedbugs, or mosquitoes.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BIOMETRIC INFORMATION PRIVACY LAWS

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this Policy:

BIOMETRIC INFORMATION PRIVACY LAW EXCLUSION

This insurance does not apply to and the Company shall have no obligation to defend or indemnify any insured for any injury or damage or legal liability of any kind, including any claim or suit, arising directly or indirectly out of, related to or, in any way involving any actual or alleged violation of the Illinois Biometric Information Privacy Act (BIPA) or any other state or federal law or regulation governing the collection, use, sale, transfer, storage, disposal, or destruction of biometric data, biometric information, or other personal identifying information or data, and including any amendment of or addition to such laws, or any regulation promulgated under or as a result of any such laws.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- SUBSIDENCE

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for injury or damage arising out of, related to, or, in any way involving "subsidence".

The following is added to the **DEFINITIONS** section of this policy:

"Subsidence" means the settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, bulging, cracking, shrinking or expansion of foundations, soils, walls, roofs, floors or ceilings, or any movement of land or earth.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- NAMED INSURED VS. NAMED INSURED

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to claims or suits for bodily injury, property damage, personal and advertising injury or other injury or damage brought by one named insured against any other named insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- EMPLOYERS' LIABILITY

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to:

Employer's Liability

Injury or damage to:

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

This exclusion applies whether an 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 and to liability assumed under an insured contract.

The word "employee" as used in this exclusion includes any member, associate, leased worker leased to any insured, contract worker, casual worker, temporary worker furnished to any insured, or any persons loaned to or volunteering services to any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- NEW ENTITIES

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies coverage provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving any organization you newly acquire or form during this policy period. 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- ANIMALS

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving any animal regardless of whether the animal is owned by you, is on your property or is in your care and regardless of whether the animal is domesticated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- LIQUOR LIABILITY

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit arising directly or indirectly out of, related to, or, in any way involving:

Liquor Liability

Bodily injury, property damage, or any other injury or damage for which any insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- PUNITIVE DAMAGES

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for any punitive or exemplary damages, fines or penalties arising out of injury or damage.

This exclusion does not apply to damages considered punitive or exemplary and awarded in a suit for wrongful death under Alabama's wrongful death statute, Alabama Code Section § 6-5-410.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - MOTORIZED VEHICLES

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal and advertising injury or other injury or damage arising directly or indirectly out of, related to, or, in any way involving the operation, maintenance, use, entrustment to others, or loading or unloading of any motorized vehicle of any type.

Motorized vehicle includes, but is not limited to:

1. Autos;
2. Motorized bicycles, electric bicycles;
3. All-Terrain Vehicles (ATVs), Utility Task Vehicles (UTVs);
4. Golf carts, club carts/cars;
5. Mobile equipment; and
6. Mopeds, motor scooters, electric scooters.

This exclusion applies to any claim or suit regardless of whether any motorized vehicle is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged bodily injury, property damage, personal and advertising injury or any other injury or damage arises out of a chain of events that involves any motorized vehicle.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERSONAL AND ADVERTISING INJURY LIABILITY

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies coverage provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for any injury or damage arising directly or indirectly out of, related to, or, in any way involving "personal and advertising injury".

The following definitions are added to this policy:

"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.

"Personal and advertising injury" means injury, including consequential "bodily injury" as it is defined in "underlying insurance", 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".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

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

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal injury, personal and advertising injury or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving:

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WATER HAZARD

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or other injury or damage arising directly or indirectly out of, related to, or in any way involving any "water hazard".

This exclusion applies any claim or suit regardless of whether any "water hazard" is the initial precipitating cause or is in any way a cause of injury or damage, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any "water hazard".

For purposes of this endorsement, the following definition is added to this Policy:

"Water hazard" means any naturally occurring or man-made lake, pond, river, reservoir, lagoon, cove, stream, channel, creek, marsh, well, pool, swimming pool, spa, hot tub, fountain, or any other body of water.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SNOW OR ICE TREATMENT AND REMOVAL

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to bodily injury, property damage or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving:

1. Any treatment or pre-treatment of any surface for the effect of snow or ice; or
2. Any movement or removal of snow or ice by any means from any surface.

This exclusion applies to the negligent hiring, employment, training, supervision, or retention of any insured, employee, agent or other person with respect to items 1. and 2. above, and regardless of whether such work is conducted by you, on your behalf, for yourself or for others.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS - EVICTION AND FAILURE TO MAINTAIN

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

A. The following exclusions are added to this policy:

This insurance does not apply to any claim or suit arising directly or indirectly out of, related to, or, in any way involving:

1. Violation of any law, local order or directive involving any duty to:
 - a. Maintain any room, dwelling or premises in a safe, sanitary, healthy, habitable or tenantable condition; or
 - b. Restore any room, dwelling or premises to a safe, sanitary, healthy, habitable or tenantable condition.
2. Any failure to respond to or comply with any federal, state, municipal or local order or directive to correct conditions at or near any room, dwelling or premises in violation of any federal, state, municipal or local statute, ordinance, rule, order or regulation.
3. Breach of any lease, rental agreement, contract, warranty or covenant, whether written or oral, involving any duty to maintain any room, dwelling or premises in a safe, sanitary, healthy, habitable or tenantable condition.
4. Violation of:
 - a. Any Housing and Urban Development laws, ordinances or statutes;
 - b. Any rent stabilization laws or ordinances;
 - c. Any federal, state or local government subsidized program rules or regulations; or
 - d. Any administrative rules or regulations pertaining to a. through c. above, including but not limited to those promulgated by local authorities.
5. Violation of:
 - a. The California Civil Code Section 1941-1941.1 inclusive;
 - b. The California Civil Code Section 1942.4 inclusive;
 - c. The California Health and Safety Code Section 17920-17928 inclusive;
 - d. The California Mobile Home Residency Law (California Civil Code Sections 798 through 799.5 inclusive);
 - e. The California Mobile Home Parks Act (California Health & Safety Code Sections 18200 through 18700, inclusive); or
 - f. Any administrative rules or regulations pertaining to a. through e. above, including but not limited to those promulgated by local authorities.
6. The wrongful eviction from, wrongful entry into, or invasion of private right of occupancy of a room, dwelling or premises, either actual or constructive, arising in whole or in part or in any way involving items 1. through 5. above.

B. The exclusions set forth in this endorsement shall apply:

- a. Whether the insured may be liable as an owner, landlord, tenant, operator or property manager or in any other capacity; and
- b. To any obligation to pay any attorneys' fees or costs or share damages with, indemnify or repay someone else who must pay damages because of bodily injury, property damage, personal and advertising injury, or any other injury or damage arising out of items 1. through 6. above; and
- c. To the negligent hiring, employment, training, monitoring, supervision, or retention of any employee or agent of any insured with respect to items 1. through 6. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FIRE OR FIRE-RELATED INJURY OR DAMAGE

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any injury or damage arising directly or indirectly out of, related to, or in any way involving fire, smoke, or any conceivable by-product of combustion.

This exclusion applies to any claim or suit regardless of whether fire, smoke, or any conceivable by-product of combustion is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any fire, smoke, or any conceivable by-product of combustion.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PATHOGEN AND RELATED HAZARDS

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

SECTION III – EXCLUSIONS, Paragraph 15. **Fungi and Bacteria** is deleted and replaced by the following:

This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other injury or damage arising out of, related to, or in any way involving the inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "pathogen and related hazards".

This exclusion applies to, but is not limited to the following:

- a. Providing or failing to provide any supervision, instructions, recommendations, warnings, or advice related to any actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any form of "pathogen and related hazards";
- b. Failure to provide an environment safe from "pathogen and related hazards" or the actual, alleged, or threatened transmission to others;
- c. The prevention or suppression of, or failure to prevent or suppress, "pathogen and related hazards" or the actual, alleged, or threatened transmission to others;
- d. The reporting or failure to report to the proper authorities;
- e. The negligent hiring, employment, training, supervision, or retention of any insured, employee, agent, or other person with respect to a. through d. above; or
- f. Any loss, cost, or expense arising out of, related to, or in any way involving any claim, suit, request, or demand that any insured:
 - 1) Assess the presence, absence, amount, or effects of any "pathogen and related hazards";
 - 2) Identify, sample, test, monitor, clean up, remove, dispose of, or neutralize the effects of any "pathogen and related hazards" in any building, material, animal, or product, including but not limited to your products as they are defined in "underlying insurance"; or
 - 3) Respond to any "pathogen and related hazards" in any manner other than as described in 1) or 2) above.

This exclusion applies to any claim or suit regardless of whether any "pathogen and related hazards" is the initial precipitating cause or is in any way a cause of injury or damage and regardless of whether any other actual or alleged cause, event, material, or product contributed concurrently, proximately, or in any sequence to such injury or damage, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes "pathogen and related hazards".

As used in this exclusion, "pathogen and related hazards" includes, without limitation, any:

- a. Fungus, including but not limited to any type of mold or mildew;
- b. Protist, including but not limited to algae and slime mold;

- c. Chemical matter, or compound produced or released by a fungus or protist, including but not limited to any mycotoxin, toxin, spore, scent, fragment, metabolites, or other by-product that is produced by a. or b. above;
- d. Pathogen, including but not limited to virus, bacterium, prion, or protozoa or other microorganism;
- e. Sexually transmitted disease, including but not limited to Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or
- f. Infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges or by indirect means.

Solely regarding **Bodily Injury and Property Damage Liability** as defined in the underlying Commercial General Liability or Products/Completed Operations Liability coverage, this exclusion does not apply to fungi or bacteria on, or contained in, a good or product intended for bodily consumption. However, this exception does not apply to water droplets originating from such good or product, except where inhalation of such droplets is an intended use of such good or product.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CANCER

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage or personal and advertising injury or any other injury, loss or damage arising directly or indirectly out of, related to, or, in any way involving:

1. malignant growth(s);
2. cancer or cancerous disorders; or
3. the fear of developing malignant growth(s), cancer or cancerous disorders.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INTERIOR BUILDING COLLAPSE

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any bodily injury, property damage, or any other injury or damage arising directly or indirectly out of, related to, or in any way involving any "interior collapse".

The following definition is added to this Policy:

"Interior collapse" means any settling, cracking, dropping, falling, or caving in of any ceiling, wall, floor, paneling, plaster, structural or decorative beam, or permanently affixed lighting fixture in any building or structure.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - INJURY TO INDEPENDENT CONTRACTORS OR SUBCONTRACTORS

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for bodily injury, personal and advertising injury or any other injury or damage sustained by:

- a. Any independent contractor or subcontractor; or
- b. Any employee, leased worker, temporary worker or volunteer help of any individual or entity described in a. above; or
- c. The spouse, child, parent, brother, sister, or other family member of any individual or entity described in a. or b. above, as a consequence of such individual or entity's injury.

This exclusion applies regardless of who retained, hired, engaged or selected the individual or entity described in a. above. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - ALL CONSTRUCTION AND LAND PREPARATION

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving any construction, demolition, installation, service, development, reconstruction, rebuilding, restoration, renovation, remodeling, repair, upgrading, improvement, clearing, grading, filling, excavation, paving, soil compaction, landscaping, or refurbishing of any:

- a. Building, bridge, deck, platform, or any other structure of any description;
- b. Machinery, equipment, or appliance; or
- c. Land or other area, regardless of whether such is done in preparation for construction or otherwise.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - FIREARMS

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit arising directly or indirectly out of, related to, or in any way involving the use of any firearm.

This exclusion applies to any claim or suit regardless of whether the use of a firearm is the initial precipitating cause or is in any way a cause of bodily injury, property damage, personal and advertising injury or any other injury or damage and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged bodily injury, property damage, personal and advertising injury or other injury or damage, arises out of a chain of events that involves or includes the use of a firearm at any point.

This exclusion applies regardless of intent and regardless of the particular cause of action asserted including, but not limited to, negligence or other wrongdoing in:

1. The prevention or suppression, or failure to prevent or suppress, any such act or incident;
2. The insured's actual or alleged negligent employment, supervision, hiring, training, or retention of any employee, independent contractor, or any other person or organization;
3. Reporting or failure to report to the proper authorities any act or incident involving the use of a firearm;
4. Conducting or failing to conduct an investigation or background check; or
5. Providing or failing to provide first aid or medical treatment for any injury arising out of the use of a firearm.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WATER-RELATED BODILY INJURY AND PROPERTY DAMAGE

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for bodily injury, property damage or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving:

- a. Any discharge or leakage, backup or overflow from any sewer, drain, water system, sump pump, plumbing system, heating or air conditioning unit or system, appliance or automatic sprinkler system;
- b. Any rain, snow, or other precipitation or water that enters any building interior through a defective or damaged roof, leader, spouting, door, window, skylight, transom, vent, gutter, drain or wall;
- c. Any actual or alleged failure to maintain a water heater or boiler including, without limitation, failure to maintain the temperature control of a water heater or boiler; or
- d. Any actual or alleged Failure to supply water or contamination of water including, without limitation, any consequential loss or damage as a result thereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY

The following exclusion is added to this Policy:

This insurance does not apply to claim, suit, injury, damage, or legal liability of any kind arising directly or indirectly out of, related to, or in any way involving "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)".

This exclusion applies to any claim or suit regardless of whether the PFAS is the initial precipitating cause or is in any way a cause and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any PFAS.

For the purposes of this endorsement, "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)" means:

1. A perfluoroalkyl or polyfluoroalkyl substance, or any manmade or synthetic chemical that has at least two adjacent carbon atoms, where at least one carbon atom is fully fluorinated and the other is at least partially fluorinated, attached to an alkyl chain including, but not limited to, perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorinated chemicals or perfluorochemicals (PFCs), C8, Teflon, GenX, fluorotelomers, perfluorooctanoate, perfluorocaprylic acid, pentadecafluorooctanoic acid, fluorosurfactants, perfluorooctanesulfonamide (PFOSA), perfluorononanoic acid (PFNA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorohexane sulfonic acid (PFHxS), perfluorobutanesulfonic acid, perfluorobutane sulfonate (PFBS), or any other chemical included on the United States Environmental Protection Agency's PFAS Research or Toxicity list including any additions or amendments thereto; or
2. Any precursor to or derivative, additive, daughter compound, or degradation by-product of any substance or chemical listed or described in **1.** above including any salt, acid, or alcohol of such substances.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASSAULT, BATTERY, ABUSE, OR MOLESTATION

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for bodily injury or property damage, or any other injury or damage, arising out of, related to, or in any way involving any actual or alleged assault, battery, abuse, or molestation. Assault, battery, abuse, or molestation includes, but is not limited to, any conduct, physical act, gesture, sexual contact (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual abuse, sexual harassment or exploitation, harmful, unwanted or offensive contact, or spoken or written words of a sexual or physically violent nature, whether provoked or unprovoked.

This exclusion includes but is not limited to:

- a. The prevention or suppression of, or the failure to suppress or prevent any assault, battery, abuse, or molestation;
- b. The failure to provide an environment safe from any assault, battery, abuse or molestation, or the failure to warn of the dangers of the environment that could contribute to any assault, battery, abuse, or molestation;
- c. The selling, servicing, or furnishing of alcoholic beverages resulting in any assault, battery, abuse, or molestation;
- d. The reporting or failing to report to the proper authorities;
- e. Conducting or failing to conduct an investigation of any assault, battery, abuse, or molestation;
- f. Injury or damage committed while using reasonable force to protect persons or property or acting in self-defense;
- g. Providing or failing to provide first aid or medical treatment, or otherwise handling or responding after there has been any assault, battery, abuse or molestation;
- h. Any assault, battery, abuse, or molestation, whether caused by, or at the instigation, instruction, direction, or due to the negligence of the insured, the insured's employees, agents, patrons, customers, or any other person arising from any cause whatsoever; or
- i. The negligent hiring, employment, training, supervision, or retention of any employee or agent of any insured with respect to items a. through h. above.

This exclusion applies regardless of fault or intent and regardless of the particular cause of action.

This exclusion applies to any claim or suit regardless of whether assault, battery, abuse, or molestation is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged bodily injury or property damage, or any other injury or damage, arises out of a chain of events that includes any assault, battery, abuse, or molestation.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - OPIOIDS AND NARCOTICS

Attached To and Forming Part of Policy 0100257159-1	Effective Date of Endorsement 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	Named Insured Scribner Hollow Homeowners Association
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

This insurance does not apply to any claim or suit arising directly or indirectly out of, related to, or in any way involving any actual or alleged:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion, or addictive use of:
 - a. Codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, naloxone, morphine, oxymorphone, thebaine, tramadol, naltrexone, buprenorphine, or any other opioid or narcotic drug, medication, or substance of any type, nature, or kind, whether naturally occurring, semisynthetic, or independently synthesized; or
 - b. Any controlled substance as defined by or included in the schedules of the Controlled Substances Act, 21 U.S.C. § 801, *et seq.*, any amendments thereto, or any similar provisions of any state or local law;
 2. Failure to provide an environment safe from any actual or alleged abuse, misuse, illicit use, overuse, unlawful distribution, diversion, or addictive use of any substance described in 1.a. or 1.b. above;
 3. Failure to warn or inadequacy or absence of any warning related to the dangers of the environment that could contribute to or the consequences of any abuse, misuse, illicit use, overuse, unlawful distribution, diversion, or addictive use of any substance described in 1.a. or 1.b. above;
 4. Failure or inadequacy of any controls, practices, or procedures to prevent, suppress, or report behavior relating to any actual or alleged abuse, misuse, illicit use, overuse, unlawful distribution, diversion, or addictive use of any substance described in 1.a. or 1.b. above;
 5. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion, or addictive use of any substance described in 1.a. or 1.b. above and that:
 - a. Seeks recovery of economic costs including costs for medical, police, or emergency services;
 - b. Alleges interference with a right common to the general public including, but not limited to, claims for nuisance; or
 - c. Seeks injunctive or other non-pecuniary relief relating such abuse, misuse, illicit use, overuse, unlawful distribution, diversion, or addictive use;
- or
6. Provision of or failure to provide any first aid or medical treatment, or otherwise handle or respond after any abuse, misuse, illicit use, overuse, unlawful distribution, diversion, or addictive use of any substance described in 1.a. or 1.b. above;

This exclusion applies even if the claims against any insured allege negligence including, but not limited to negligence or other wrongdoing in the supervision, hiring, employment, training, or retention of others by that insured.

This exclusion applies to any claim or suit regardless of whether any excluded act listed in items 1. through 6. above is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any excluded act listed in items 1. through 6. above.

We shall have no duty to defend or indemnify any insured against any claim or suit or other proceeding alleging damages arising directly or indirectly out of, related to, or in any way involving any injury or damage to which this exclusion applies. This exclusion also applies to any obligation to share damages with, repay, or indemnify anyone else against whom damages are sought because of such injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100257159-1	<i>Effective Date of Endorsement</i> 07/31/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Scribner Hollow Homeowners Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this 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 your policy provides.

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 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 and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.