

**A.M. Best Rated A++**

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

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

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

**Policy Number:** ADOAZF182121832-002

**Renewal of:** ADOAZF182121832

Item A. **Parent Company & Principal Address:**  
1920 E Maryland Place Townhomes Inc  
1920 E Maryland Ave  
Phoenix, AZ 85016

Item B. **Policy Period:** From **02-25-2026** to **02-25-2027**  
12:01 a.m. local time at the Principal Address shown in Item A.

Item C. Coverage Section(s):

**INSURED PERSONS AND ORGANIZATION**

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

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

Item E. Premium: \$1,031.00  
Taxes & Surcharges Amount: \$0.00  
Total Amount Due: \$1,031.00

Item F. **Extended Reporting Period**

- 1. One (1) year 30% of the premium set forth in Item E of the Declarations
- 2. Two (2) years 75% of the premium set forth in Item E of the Declarations
- 3. Three (3) years 120% of the premium set forth in Item E of the Declarations

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

Item G.

**NOTICE TO INSURER:**

**Phone:**

800-433-0385 (Business Hours)

800-523-9254 (After Hours)

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

**Mail:**

Chubb North America Claims

PO Box 5122

Scranton, PA 18505-0554

**FIRST NOTICES FAX:**

877-395-0131 (Toll Free)

**FIRST NOTICES EMAIL:**

[ChubbClaimsFirstNotice@Chubb.com](mailto:ChubbClaimsFirstNotice@Chubb.com)

Item H.

Forms attached at **Policy** issuance:

<b>Form Number</b>	<b>Edition</b>	<b>Title</b>
PF43716	0614	Community Association Directors & Officers and Employment Practices Liability Policy
PF43147	0614	COMMUNITY ASSOCIATION DIRECTORS & OFFICERS AND EMPLOYMENT PRACTICES LIABILITY POLICY
ALL43826b	0820	FRAUD WARNINGS
ALL20887	1006	CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES
PF45354	0115	Cap On Losses From Certified Acts of Terrorism
PF46422	0715	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
TRIA11e	0820	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
EPLIAssist	0329	EPL Assist
ILP001	0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
Cc1k11k	1024	Signatures (All states except OH)

Item I.

Producer Name and Mailing Address  
COMMUNITY ASSOCIATION INSURANCE  
SOLUTIONS LLC.  
101 Parkshore Drive Suite 100  
Folsom, CA 95630  
Producer Code: Z07845

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

**A. INSURING AGREEMENT WITH FULL PRIOR ACTS COVERAGE**

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

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

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

**B. UNLIMITED EXTENSION**

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

**C. DEFINITIONS**

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

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

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

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

3. **Company** means:

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

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

4. **Construction Defect** means any actual or alleged defective, faulty, or delayed construction, or any other matter constituting a construction defect under applicable law, regardless of whether it results from:

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

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

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

7. **Discrimination** means

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

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

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

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

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

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

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

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

11. **Harassment** means:

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

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

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

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

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

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

22. **Subsidiary** means:

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

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

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

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

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

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

26. **Transaction** means:

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

27. **Wrongful Act** means any:

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

#### D. EXCLUSIONS

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

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

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

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

For purposes of this exclusion:

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

5. any form of **Organic Pathogen** including the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Organic Pathogens**, including water damage that results or is alleged to result in the existence of **Organic Pathogens**, whether or not such actual, alleged or threatened existence, discharge, dispersal, release, escape, seepage, migration or disposal is sudden, accidental, intentional or gradual in nature or whether or not any resulting injury, damage, devaluation of property, cost or expense is expected or intended from the perspective of the **Insured**. There will be no coverage for the **Insured's** failure or alleged failure to discover or disclose the existence of **Organic Pathogens** from any source whatsoever or water damage that results or is alleged to result in the existence of **Organic Pathogens**. In addition, this Policy does not cover fines and penalties arising out of any governmental direction, or any request of any private party or citizen action that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Organic Pathogens** or any **Claim** for the taking, use, acquisition or interference with rights of others in property or air space;
6. any radioactive, toxic or explosive properties of nuclear material which includes, but is not limited to, source material, special nuclear material and by-product material as those terms are defined in the Atomic Energy Act of 1954, any rules, regulations and amendments thereto, and any similar provisions in any common or statutory federal, state or local law and any rules, regulations and amendments thereto;
7. any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Insured Person**, or any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (except Section 510 of such Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, all as amended, or any

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

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

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

## E. LIMITS OF LIABILITY AND RETENTIONS

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

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

#### F. EXTENDED REPORTING PERIOD

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

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

#### **G. PROPERTY MANAGER/MANAGEMENT COMPANY EXTENSION**

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

#### **H. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

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

#### **I. SETTLEMENT AND DEFENSE**

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

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

#### J. PAYMENT PRIORITY

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

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

#### K. NOTIFICATION

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

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

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

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

#### L. CANCELLATION AND NON-RENEWAL

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

#### M. WARRANTY AND SEVERABILITY

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

#### N. ASSISTANCE, COOPERATION AND SUBROGATION

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

#### O. ENTIRE AGREEMENT

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

#### P. AUTHORIZATION CLAUSE AND NOTICES

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

#### Q. ACTION AGAINST INSURER, ALTERATION AND ASSIGNMENT

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

## R. OTHER INSURANCE

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

## S. CONFORMITY WITH STATUTE

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

## T. CHANGES IN EXPOSURE

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

## U. ALLOCATION

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

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

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

#### V. TERRITORY

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

#### W. BANKRUPTCY

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

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

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Authorized Representative



## APPLICATION SUPPLEMENT STATE FRAUD WARNINGS

### NOTICE TO COMMERCIAL INSURANCE APPLICANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTICE TO VERMONT APPLICANTS:**

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

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

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

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

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

**NAMED INSURED:  
POLICY / QUOTE  
NUMBER:**

<b>APPLICANT SIGNATURE (Authorized representative):</b>	
<b>APPLICANT TITLE:</b>	
<b>DATE SIGNED:</b>	

Chubb. Insured.<sup>SM</sup>

# *Westchester*

A Chubb Company

## **Chubb Producer Compensation Practices & Policies**

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

ALL-20887 (10/06)

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

Named Insured 1920 E Maryland Place Townhomes Inc			Endorsement Number PF453540115
Policy Symbol ADO	Policy Number ADOAZF182121832- 002	Policy Period 02-25-2026 to 02-25-2027	Effective Date of Endorsement 02-25-2026
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

**Cap On Losses From Certified Acts Of Terrorism**

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

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

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

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

All other terms and conditions of this Policy remain unchanged.

---

Authorized Representative

## TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured 1920 E Maryland Place Townhomes Inc			Endorsement Number PF464220715
Policy Symbol ADO	Policy Number ADOAZF182121832 -002	Policy Period 02-25-2026 To 02-25-2027	Effective Date of Endorsement 02-25-2026
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

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

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

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

---

Authorized Agent

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

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

### **Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

### **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### **Cap On Insurer Participation In Payment Of Terrorism Losses**

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

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

Terrorism Risk Insurance Act premium: \$0.

# Westchester

A Chubb Company

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

## What is EPL Assist™?

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

## Insureds are provided:

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

## How do I access EPL Assist™?

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

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

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

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

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

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

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

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

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

**SIGNATURES**

Named Insured 1920 E Maryland Place Townhomes Inc			Endorsement Number Cc1k11k1024
Policy Symbol ADO	Policy Number ADOAZF182121832-002	Policy Period 02-25-2026 <b>to</b> 02-25-2027	Effective Date of Endorsement 02-25-2026
Issued By (Name of Insurance Company) ACE Fire Underwriters Insurance Company			

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

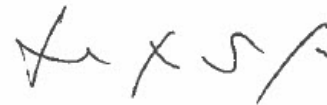
By signing and delivering the policy to you, we state that it is a valid contract.

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

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



Brandon Peene, Secretary



Juan Luis Ortega, President

Authorized Representative

# DIVIDER

## PAGE

Producer No: 2110  
Pol Eff Dt: 02-25-2026

SAN: 99423810000000  
Branch Office: 04

Date Printed: 12-26-2025  
Time Printed: 22:34:50

Trans Eff Dt: 02-25-2026  
Insured Name: 1920 E MARYLAND PLACE TOWNHOME  
Policy No: 2026011378959Y  
Trans Seq No: 001  
Trans Type: Renewal Issue  
Oper Init: S\_CPIP\_  
Company Abbr: PM  
Release Version: 25.12

User-Selected Sets	Copies	Printer
AGENT COPY	01	PDF ONLY
INSURED COPY	01	PDF ONLY
COMPANY COPY	01	PDF ONLY
SCHEDULE RATING/DEREG	01	Don't print
POLICY WRITING INDEX	01	Don't print

1920 E MARYLAND PLACE TOWNHOMES INC  
VISION COMMUNITY MANAGEMENT  
16625 S DESERT FOOTHILLS PKWY  
PHOENIX AZ 85044-0000

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

1920 E MARYLAND PLACE  
TOWNHOMES INC  
VISION COMMUNITY MANAGEMENT  
16625 S DESERT FOOTHILLS PKWY  
PHOENIX AZ 85044



380 Sentry Parkway, P.O. Box 3031, Blue Bell, PA 19422 | T: 888.476.2669 | [www.pmacompanies.com](http://www.pmacompanies.com)

# **Workers Compensation And Employers Liability Insurance Policy**





380 Sentry Parkway, P.O. Box 3031, Blue Bell, PA 19422 | T: 888.476.2669 | [www.pmacompanies.com](http://www.pmacompanies.com)

Dear 1920 E MARYLAND PLACE TOWNHOMES INC

Thank you for again selecting the PMA Insurance Group as your business partner and placing your insurance with us. We are passionate about servicing your insurance and risk management needs and delivering tangible value to you. Enclosed please find your insurance policy.

We encourage you to continue to access PMA's many available services, programs, and resources to help manage your total cost of risk.

In particular, we encourage you to review PMA Websource<sup>®</sup>, our on-line portal of safety and risk management resources, exclusively for PMA Companies' clients. PMA Websource<sup>®</sup> contains practical loss prevention and safety information and solutions. In addition, we invite you to register for PMA Risk Control educational webinars, our one-hour web-based distance learning programs on timely risk management topics.

A two-part process is required to access PMA's Websource<sup>®</sup>. First, complete Part 1 which is the registration part of the process. Second, complete Part 2 which is the risk control portal. See both links below for access.

- **PART 1 – Registration:**  
<https://www.pmacompanies.com/support/risk-control-pma-websource>
- **PART 2 – Risk Control Portal:**  
<https://pmagroup.sharepoint.com/sites/riskcontrolportal>

If you need another copy of the Client Services Kit please access it on-line at [www.pmacompanies.com/support](http://www.pmacompanies.com/support). If you do not have internet access or encounter any problems, simply call our Customer Service Center at 1-888-4PMANOW (1-888-476- 2669) for assistance.

We look forward to continuing to work with you. PMA's unyielding commitment to customer service is designed to help you reduce your risk and control costs. Every PMA employee conducts themselves in accordance with our core values - passion, accountability, execution, professionalism, and teamwork.

Thank you for your business. Please feel free to contact us with any questions that you may have.

Sincerely,

PMA Insurance Group



## ***The PMA Privacy Policy***

Insurance companies routinely obtain a variety of information provided by customers, agents and brokers, various claimants, medical providers, and other third parties. It is the policy of the PMA Insurance Group of companies to maintain an appropriate level of confidentiality for all the information we collect by restricting access to that information. We also maintain appropriate physical, electronic, and procedural safeguards to protect such information from unauthorized access.

***The business of insurance requires information.*** Insurance companies cannot effectively provide insurance services unless they are given access to and are able to process different kinds of information. For example, underwriters cannot evaluate individual risks without information regarding the individual insured's loss experience, safety practices and so forth; and claims cannot be administered without information regarding the nature and extent of the damage incurred, including relevant medical information.

Much of the information we obtain is public and not of a personal or sensitive nature. We believe that those who entrust us with nonpublic personal information do so with the reasonable expectation that we will use the information only for the limited purpose for which we obtain it; i.e. for insurance related purposes. We are concerned about protecting the privacy of our customers and the other individuals with whom we interact, and have taken steps to protect the confidentiality of the nonpublic personal information that we obtain.

***Types and sources of information.*** PMA accumulates information from many sources.

- o Customers provide us with information we need as part of the insurance application or evaluation process. We may also request reports from various sources in connection with applications for insurance and/or any renewal of such insurance. The kind of information we collect depends upon the type of policy, but may include such things as automobile motor vehicle reports, loss and claim reports, risk management reports, financial rating reports and property inspections, and other information. We also may receive and verify information from government agencies or independent reporting companies to help us correctly rate and properly underwrite a particular insurance risk.
- o We maintain detailed claim files which contain information about the claim and the claimant, including accident reports, wage information, medical reports bearing on the claim, and evidence relating to the validity or eligibility of the claim. We obtain such information from claimants, their employers, their medical providers, and other generally reliable sources. We cannot administer claims or pay benefits without appropriate access to such information.

Much of the information we obtain is generally accessible or otherwise not nonpublic personal information, and PMA cannot be responsible for preserving the privacy of such information.

***Medical information*** PMA obtains personally identifiable medical information only in connection with underwriting specific insurance policies or administering claims under those policies. We will not use or share with third parties personally identifiable medical information for any purpose other than the underwriting or administration of a policy, claim, account or program, or as otherwise disclosed to the subject when the information is collected, except as may be permitted by applicable law.

***Our use of customer information*** PMA's policy is to limit access to nonpublic personal information to those who need it in order to serve our own and our customers' insurance business needs, to administer claims and to maintain and improve customer service. We do not disclose nonpublic

personal information to third parties except as necessary to conduct business, e.g., processing claims or as permitted or required by law. In particular, we do not buy or sell nonpublic personal information, although we may acquire or transfer such information in connection with the acquisition or sale of companies or books of business.

**Records retention** PMA retains the information it has collected for various periods established by the records retention policies of the Company.

**Who has access to the information** Except as permitted or required by law, we will not disclose nonpublic personal information about a person without that person's consent. We may, without prior permission but only to the extent permitted by law, provide information contained in our records and files to certain persons or organizations which are fundamental to the insurance services we provide, such as:

- o Our customers, and their independent agents or brokers;
- o Our affiliated property and casualty insurance companies;
- o Independent claim adjusters, medical examiners, vocational counselors, attorneys or investigators, when appropriate;
- o Companies that provide insurance related services to or on behalf of PMA, such as claim administration, medical review or treatment, and pharmacy network services;
- o Persons or organizations that conduct research for or on behalf of the insurance industry, including actuarial or underwriting studies;
- o Insurance support or rating organizations or, at our customers' request, other insurers; and
- o To appropriate entities as necessary to prevent fraud or to properly underwrite a risk.

Also, on some occasions, we may be required to share this information:

- o With state insurance departments or other governmental agencies, to the extent required by federal, state or local laws;
- o If ordered by a summons, court order, search warrant or subpoena; or
- o To protect our own legal interests, or in a case of suspected fraud or other illegal activities.

**Privacy Notice** For more information on how PMA Companies collects, uses, shares and protects personal information, please access PMA Companies' Privacy Notice at [www.pmacompanies.com/privacy-policy](http://www.pmacompanies.com/privacy-policy).

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  
INSURANCE POLICY – INFORMATION PAGE**

**INSURER:  
PENNSYLVANIA MANUFACTURERS  
INDEMNITY COMPANY**

**POLICY NO: 202601-13-78-95-9Y**

**RENEWAL OF: 202501-13-78-95-9Y**

**NCCI Company No: 21288**

**Account No: 1378959**

N.J. Taxpayer Identification No.

**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

**1920 E MARYLAND PLACE  
TOWNHOMES INC  
VISION COMMUNITY MANAGEMENT  
16625 S DESERT FOOTHILLS PKWY  
PHOENIX AZ 85044**

**PRODUCER NAME AND ADDRESS:**

**COMMUNITY ASSOCIATION  
INSURANCE SOLUTIONS, LLC  
101 PARKSHORE DRIVE, SUITE 100  
FOLSOM CA 95630-4726**

**PRODUCER NO.: 2110**

**LEGAL ENTITY: ASSOCIATION, LABOR UNION, RELIGIOUS ORGANIZATION**

**OTHER WORKPLACES NOT SHOWN ABOVE: (See Extension Of Information Page)**

**ITEM 2. POLICY PERIOD: From: 02-25-2026 To: 02-25-2027**

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

**ITEM 3. COVERAGE:**

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:  
**AZ**

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$	1,000,000	each accident
Bodily Injury by Disease:	\$	1,000,000	policy limit
Bodily Injury by Disease:	\$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

**AL AK AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA MI  
MN MS MO MT NE NV NH NJ NM NY NC OK OR PA RI SC SD TN TX UT VT VA  
WV WI**

D. This Policy includes these Endorsements and Schedules:  
See Schedule of Forms and Endorsements.

**ITEM 4. PREMIUM:** The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit. **See Classification Schedule.**

Minimum Premium: \$ **321** FL Workers Comp. Insurance  
Guaranty Assoc. Surcharge:

Audit Period: **ANNUAL** Total Estimated

Annual Premium: **441**

Issued At: **04 PHILADELPHIA**

Date: **12-26-25**

Countersigned by \_\_\_\_\_

PENNSYLVANIA MANUFACTURERS  
INDEMNITY COMPANY

Policy Number  
202601-13-78-95-9Y

EXTENSION OF INFORMATION PAGE  
WORKERS COMPENSATION CLASSIFICATION SCHEDULE

State of: ARIZONA

Named Insured 1920 E MARYLAND PLACE

Effective Date: 02-25-2026

12:01 A.M., Standard Time

Agent Name COMMUNITY ASSOCIATION  
INSURANCE SOLUTIONS, LLC

Agent No. 2110

Classification of Operation	Code No.	Annual Remuneration	Total Estimated Per \$100 of Remuneration	Estimated Annual Premium
0001-01 1920 E MARYLAND PLACE TOWNHOMES INC FEIN # 86-0576615 SIC CODE 6531 NAICS CODE 531311  1920 E MARYLAND AVE PEORIA AZ 85383-0000  CONDOMINIUMS, COOPERATIVES OR TIME-SHARES - ALL OTHER EMPLOYEES	9015	IF ANY	1.004 \$	0.00
TOTAL CLASS PREMIUM			\$	0.00
INCREASE LIMITS 1.011	9812		\$	0.00
EMPL MINIMUM DIFFERENCE	9848		\$	120.00
TOTAL SUBJECT PREMIUM			\$	120.00
TOTAL MODIFIED PREMIUM			\$	120.00
POLICY MINIMUM DIFFERENCE	0990		\$	161.00
STANDARD TOTAL			\$	281.00
EXPENSE CONSTANT	0900		\$	160.00
TERRORISM .01	9740		\$	0.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01	9741		\$	0.00
TOTAL ESTIMATED PREMIUM			\$	441.00
FINAL TOTAL			\$	441.00
POLICY TOTAL ESTIMATED COST			\$	441.00

Policy Number 202601-13-78-95-9Y

PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY

NCCI Carrier Code 21288

NAME AND LOCATION SCHEDULE

Named Insured 1920 E MARYLAND PLACE

Effective Date: 02-25-2026

12:01 A.M., Standard Time

Agent Name COMMUNITY ASSOCIATION

Agent No. 2110

State: ARIZONA

1920 E MARYLAND PLACE TOWNHOMES  
INC

1920 E MARYLAND AVE  
PEORIA AZ 85383-0000

Legal Entity: Association, Labor Union,  
Religious Organization

FEIN: 86-0576615

SIC Code: 6531

NAICS Code: 531311

# EMP : 1

Policy Number  
202601-13-78-95-9Y

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY**

Named Insured 1920 E MARYLAND PLACE

Effective Date: 02-25-2026

12:01 A.M., Standard Time

Agent Name COMMUNITY ASSOCIATION

Agent No. 2110

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**WORKERS COMPENSATION FORMS AND ENDORSEMENTS**

R LETTER		POLICYHOLDER COVER LETTER
PIL 50 16	01-20	PMA PRIVACY NOTICE
WC 00 00 01 A		WC INFORMATION PAGE
WC 89 04 15		WC CLASSIFICATION SCHEDULE
WC 00 00 01 A		SCHEDULE OF LOCATIONS
WC 00 00 00 C	03-16	INSURANCE POLICY
WC 00 03 11 A	08-91	VOLUNTARY COMP AND EMPLOYERS LIAB COVG
WC 00 04 14 A	01-19	90DAY REPORT-NOTIF CHANGE IN OWNERSHIP
WC 00 04 19 A		PREMIUM AMENDATORY ENDORSEMENT
WC 00 04 21 F	08-22	CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 C	01-21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 00 04 24	01-17	AUDIT NONCOMPLIANCE CHARGE ENDT
WC 02 06 01 C		AZ CANCELLATION AND NONRENEWAL ENDT
WC 02 06 03 A	12-22	AZ AMENDATORY ENDT



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

**GENERAL SECTION**

**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

**B. Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnerships employees.

**C. Workers Compensation Law**

Workers Compensation Law means the workers or workmens compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmens compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

**D. State**

State means any state of the United States of America, and the District of Columbia.

**E. Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE**

**WORKERS COMPENSATION INSURANCE**

**A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employees last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

**C. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

**D. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

**F. Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

**G. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

**H. Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

**PART TWO  
EMPLOYERS LIABILITY INSURANCE**

**A. How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employees employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employees last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

**B. We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee-

2. For care and loss of services- and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee- provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employees employment by you- and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

### C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner-
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law-
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers-
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law-
5. Bodily injury intentionally caused or aggravated by you-
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries-
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651--1654), the Federal Mine Safety and Health

Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmens compensation law or other federal occupational disease law, or any amendments to these laws-

Bodily injury to any person in work subject to the Federal Employers Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws-

9. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
10. Fines or penalties imposed for violation of federal or state law- and
11. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings-
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance-
3. Litigation costs taxed against you-
4. Interest on a judgment as required by law until we offer the amount due under this insurance- and
5. Expenses we incur.

**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for bodily injury by accident each accident is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for bodily injury by disease policy limit is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for bodily injury by disease each employee is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy- and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE  
OTHER STATES INSURANCE**

**A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

**B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR  
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE PREMIUM

### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX  
CONDITIONS**

**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

**B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

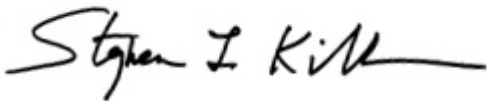
**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

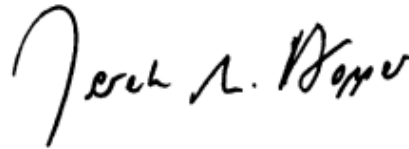
**E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

In Witness Whereof, the COMPANY has caused this policy to be signed by its President, or a Vice-President and Secretary, at Blue Bell, PA.



Secretary



President



OLD REPUBLIC INSURANCE GROUP

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

**A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers Liability Insurance**

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

(Ed. 8-91)

POLICY NUMBER: 202601-13-78-95-9Y

Schedule

**Employees**

VOLUNTARY COMPENSATION FOR ALL BOARD MEMBERS AND COMMITTEE MEMBERS WORKING ON BEHALF OF THE ASSOCIATION IN THEIR OFFICIAL CAPACITY. ANY VOLUNTEER WORKING ON BEHALF OF THE ASSOCIATION VIA AN OFFICIAL MOTION OF THE BOARD OF DIRECTORS. THIS APPLIES TO ACTIVITIES FOR WHICH A SPECIFIC LICENSE OR TRAINING IS NOT REQUIRED

**State of Employment**  
AZ

**Designated Workers  
Compensation Law**  
STATE OF HIRE

DATE OF ISSUE: 12-26-25

WC 00 03 11 A

(Ed. 8-91)

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POLICY NUMBER: 202601-13-78-95-9Y

**90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

DATE OF ISSUE: 12-26-25

**WC 00 04 14 A**  
(Ed. 1-19)

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POLICY NUMBER: 202601-13-78-95-9Y

### Part Five—Premium Amendatory Endorsement

This endorsement amends Part Five—Premium of the policy as follows:

Part Five—Premium, Section A. (Our Manuals) is replaced by the following provision:

#### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five—Premium, Section D. (Premium Payments) is replaced by the following provision:

#### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

DATE OF ISSUE: 12-26-25

POLICY NUMBER: 202601-13-78-95-9Y

**Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement**

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
<b>AZ</b>	<b>.01</b>	<b>\$0</b>

DATE OF ISSUE: 12-26-25

**Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

(Ed. 01-2021)

POLICY NUMBER: 202601-13-78-95-9Y

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
AZ	.01	

DATE OF ISSUE: 12-26-25

POLICY NUMBER: 202601-13-78-95-9Y

**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

**Schedule**

<b>State(s)</b>	<b>Basis of Audit Noncompliance Charge</b>	<b>Maximum Audit Noncompliance Charge Multiplier</b>
<b>AZ</b>	<b>Estimated Annual Premium</b>	<b>Two times</b>

DATE OF ISSUE: 12-26-25

POLICY NUMBER: 202601-13-78-95-9Y

### Arizona Cancellation and Nonrenewal

**Endorsement** This endorsement applies because Arizona is shown in Item 3.A. of the Information Page. Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

#### D. Cancellation and Nonrenewal

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. If you cancel or fail to renew this policy, we must promptly notify the Industrial Commission of Arizona.
3. We may cancel this policy if you fail to pay premium when due, or when one or both of the parties to a professional employer agreement terminate the agreement.
  - If we cancel or nonrenew this policy, we must provide to you and the Industrial Commission of Arizona at least 30 days' notice of the cancellation or nonrenewal.
  - Notice to you may be sent via mail or delivered by electronic means as follows:
    - Mailing that notice to you at your last-known mailing address on file with us will be sufficient proof of notice.
    - Delivery to an email address at which you have consented to receive notices or documents.
    - Posting on a portal, secure website, electronic network or site accessible via the Internet or a mobile application, computer, mobile device, tablet, or other electronic device, together with a separate notice that includes a description of the document or notice that was posted and that was provided by email to the email address at which you consented to receive notice, or by any other delivery method to which you consented.
    - If you consented to have the notice emailed in accordance with Arizona law, emailing that notice to you at your last-known email address as provided by you to us will be sufficient proof of notice.
      - If the email notice is: (1) rejected for delivery; (2) returned to us; or (3) we become aware that the email address provided by you is no longer valid, then we will also mail that notice to you by US Postal Service certified mail, certificate of mailing, or first-class mail using intelligent mail barcode, or another similar tracking method used or approved by the US Postal Service.
  - If we nonrenew this policy and fail to give you notice of nonrenewal, coverage will not extend beyond the policy period.
4. The policy period will end on the date and time stated in the cancellation or nonrenewal notice.
5. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

DATE OF ISSUE: 12-26-25

POLICY NUMBER: 202601-13-78-95-9Y

**Arizona Amendatory Endorsement**

This endorsement applies because Arizona is shown in Item 3.A. of the Information Page.

Item 2. of the Information Page is replaced by the following:

2. The policy period is from 02/25/2026 to 02/25/2027 12:01 a.m. in the time zone of the insured's mailing address. For endorsements issued during the policy period, the effective date is in the time zone of the insured's mailing address.

DATE OF ISSUE: 12-26-25

# DIVIDER

## PAGE

Producer No: 2174  
Pol Eff Dt: 02-25-2026

SAN: 2342381000000  
Branch Office: 04

Date Printed: 12-26-2025  
Time Printed: 22:17:12

Trans Eff Dt: 02-25-2026  
Insured Name: 1920 E MARYLAND PLACE TOWNHOME  
Policy No: 4126011378959Y  
Trans Seq No: 001  
Trans Type: Renewal Issue  
Oper Init: S\_CPIP\_  
Company Abbr: PM  
Release Version: 25.12

User-Selected Sets	Copies	Printer
AGENT COPY	01	PDF ONLY
INSURED COPY	01	PDF ONLY
COMPANY COPY	01	PDF ONLY
LOSS PAYEE COPY	01	PDF ONLY
POLICY WRITING INDEX	01	Don't print
QUOTE PROPOSAL COPY	01	Don't print
SCHEDULE RATING/DEREG	01	No forms to include with this set

1920 E MARYLAND PLACE TOWNHOMES INC  
C/O REALMANAGE FAMILY OF BRAND  
16625 S DESERT FOOTHILLS PKWY  
PHOENIX AZ 85048-0000

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

1920 E MARYLAND PLACE  
TOWNHOMES INC  
C/O REALMANAGE FAMILY OF BRAND  
16625 S DESERT FOOTHILLS PKWY  
PHOENIX AZ 85048



380 Sentry Parkway, P.O. Box 3031, Blue Bell, PA 19422 | T: 888.476.2669 | [www.pmacompanies.com](http://www.pmacompanies.com)

# Commercial Insurance Policy

## SIGNATURE PAGE

In witness whereof, the Company has caused this policy to be signed by its President, or a Vice-President and Secretary, at Blue Bell, PA.

**PENNSYLVANIA MANUFACTURERS'  
ASSOCIATION INSURANCE COMPANY**

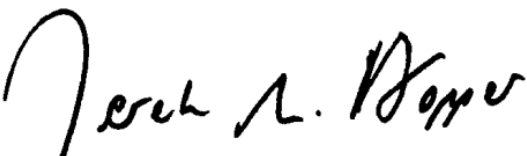
A STOCK INSURANCE COMPANY

**MANUFACTURERS ALLIANCE  
INSURANCE COMPANY**

A STOCK INSURANCE COMPANY

**PENNSYLVANIA MANUFACTURERS  
INDEMNITY COMPANY**

A STOCK INSURANCE COMPANY

[  ]  
\_\_\_\_\_  
[Derek R. Hopper], President

[  ]  
\_\_\_\_\_  
[Stephen L. Kibblehouse], Secretary

# COMMON POLICY DECLARATIONS

POLICY NO. 412601-13-78-95-9Y

**NAMED INSURED**

1920 E MARYLAND PLACE  
TOWNHOMES INC  
C/O REALMANAGE FAMILY OF BRAND  
16625 S DESERT FOOTHILLS PKWY  
PHOENIX AZ 85048

**PRODUCER'S NAME**

COMMUNITY ASSOCIATION  
INSURANCE SOLUTION  
101 PARKSHORE DRIVE, SUITE 100  
FOLSOM CA 95630-4726

**POLICY PERIOD:** FROM 02-25-2026 TO: 02-25-2027  
12:01 A.M. Standard Time at your mailing address shown above.

**BUSINESS DESCRIPTION:**

**NAMED INSURED IS:** ASSOCIATION

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	<b>PREMIUM</b>
COMMERCIAL CRIME COVERAGE PART	\$ 362.00

The PMA Insurance Group  
380 Sentry Parkway  
P.O. Box 3031  
Blue Bell, PA 19422-0754  
(888) 476-2669

**TOTAL** \$ 362.00

**FORMS APPLICABLE TO ALL COVERAGE PARTS:**

**SEE SCHEDULE OF ENDORSEMENTS**

**COUNTERSIGNED** \_\_\_\_\_ **BY** \_\_\_\_\_  
(Date) (Authorized Representative)

**Policy Number**  
**412601-13-78-95-9Y**

**SCHEDULE OF LOCATIONS**

**MANUFACTURERS ALLIANCE INSURANCE COMPANY**

Named Insured: 1920 E MARYLAND PLACE

Effective Date: 02-25-26  
12:01 A.M., Standard Time

Producer Name: COMMUNITY ASSOCIATION

Producer No.: 2174

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	1920 E MARYLAND AVE, PHOENIX, AZ 85016-0000	



Dear 1920 E MARYLAND PLACE TOWNHOMES INC

Thank you for again selecting the PMA Insurance Group as your business partner and placing your insurance with us. We are passionate about servicing your insurance and risk management needs and delivering tangible value to you. Enclosed please find your insurance policy.

We encourage you to continue to access PMA's many available services, programs, and resources to help manage your total cost of risk.

In particular, we encourage you to review PMA Websource<sup>®</sup>, our on-line portal of safety and risk management resources, exclusively for PMA Companies' clients. PMA Websource<sup>®</sup> contains practical loss prevention and safety information and solutions. In addition, we invite you to register for PMA Risk Control educational webinars, our one-hour web-based distance learning programs on timely risk management topics.

A two-part process is required to access PMA's Websource<sup>®</sup>. First, complete Part 1 which is the registration part of the process. Second, complete Part 2 which is the risk control portal. See both links below for access.

- **PART 1 – Registration:**  
<https://www.pmacompanies.com/support/risk-control-pma-websource>
- **PART 2 – Risk Control Portal:**  
<https://pmagroup.sharepoint.com/sites/riskcontrolportal>

If you need another copy of the Client Services Kit please access it on-line at [www.pmacompanies.com/support](http://www.pmacompanies.com/support). If you do not have internet access or encounter any problems, simply call our Customer Service Center at 1-888-4PMANOW (1-888-476- 2669) for assistance.

We look forward to continuing to work with you. PMA's unyielding commitment to customer service is designed to help you reduce your risk and control costs. Every PMA employee conducts themselves in accordance with our core values - passion, accountability, execution, professionalism, and teamwork.

Thank you for your business. Please feel free to contact us with any questions that you may have.

Sincerely,

PMA Insurance Group



## ***The PMA Privacy Policy***

Insurance companies routinely obtain a variety of information provided by customers, agents and brokers, various claimants, medical providers, and other third parties. It is the policy of the PMA Insurance Group of companies to maintain an appropriate level of confidentiality for all the information we collect by restricting access to that information. We also maintain appropriate physical, electronic, and procedural safeguards to protect such information from unauthorized access.

***The business of insurance requires information.*** Insurance companies cannot effectively provide insurance services unless they are given access to and are able to process different kinds of information. For example, underwriters cannot evaluate individual risks without information regarding the individual insured's loss experience, safety practices and so forth; and claims cannot be administered without information regarding the nature and extent of the damage incurred, including relevant medical information.

Much of the information we obtain is public and not of a personal or sensitive nature. We believe that those who entrust us with nonpublic personal information do so with the reasonable expectation that we will use the information only for the limited purpose for which we obtain it; i.e. for insurance related purposes. We are concerned about protecting the privacy of our customers and the other individuals with whom we interact, and have taken steps to protect the confidentiality of the nonpublic personal information that we obtain.

***Types and sources of information.*** PMA accumulates information from many sources.

- o Customers provide us with information we need as part of the insurance application or evaluation process. We may also request reports from various sources in connection with applications for insurance and/or any renewal of such insurance. The kind of information we collect depends upon the type of policy, but may include such things as automobile motor vehicle reports, loss and claim reports, risk management reports, financial rating reports and property inspections, and other information. We also may receive and verify information from government agencies or independent reporting companies to help us correctly rate and properly underwrite a particular insurance risk.
- o We maintain detailed claim files which contain information about the claim and the claimant, including accident reports, wage information, medical reports bearing on the claim, and evidence relating to the validity or eligibility of the claim. We obtain such information from claimants, their employers, their medical providers, and other generally reliable sources. We cannot administer claims or pay benefits without appropriate access to such information.

Much of the information we obtain is generally accessible or otherwise not nonpublic personal information, and PMA cannot be responsible for preserving the privacy of such information.

***Medical information*** PMA obtains personally identifiable medical information only in connection with underwriting specific insurance policies or administering claims under those policies. We will not use or share with third parties personally identifiable medical information for any purpose other than the underwriting or administration of a policy, claim, account or program, or as otherwise disclosed to the subject when the information is collected, except as may be permitted by applicable law.

***Our use of customer information*** PMA's policy is to limit access to nonpublic personal information to those who need it in order to serve our own and our customers' insurance business needs, to administer claims and to maintain and improve customer service. We do not disclose nonpublic

personal information to third parties except as necessary to conduct business, e.g., processing claims or as permitted or required by law. In particular, we do not buy or sell nonpublic personal information, although we may acquire or transfer such information in connection with the acquisition or sale of companies or books of business.

**Records retention** PMA retains the information it has collected for various periods established by the records retention policies of the Company.

**Who has access to the information** Except as permitted or required by law, we will not disclose nonpublic personal information about a person without that person's consent. We may, without prior permission but only to the extent permitted by law, provide information contained in our records and files to certain persons or organizations which are fundamental to the insurance services we provide, such as:

- o Our customers, and their independent agents or brokers;
- o Our affiliated property and casualty insurance companies;
- o Independent claim adjusters, medical examiners, vocational counselors, attorneys or investigators, when appropriate;
- o Companies that provide insurance related services to or on behalf of PMA, such as claim administration, medical review or treatment, and pharmacy network services;
- o Persons or organizations that conduct research for or on behalf of the insurance industry, including actuarial or underwriting studies;
- o Insurance support or rating organizations or, at our customers' request, other insurers; and
- o To appropriate entities as necessary to prevent fraud or to properly underwrite a risk.

Also, on some occasions, we may be required to share this information:

- o With state insurance departments or other governmental agencies, to the extent required by federal, state or local laws;
- o If ordered by a summons, court order, search warrant or subpoena; or
- o To protect our own legal interests, or in a case of suspected fraud or other illegal activities.

**Privacy Notice** For more information on how PMA Companies collects, uses, shares and protects personal information, please access PMA Companies' Privacy Notice at [www.pmacompanies.com/privacy-policy](http://www.pmacompanies.com/privacy-policy).

**SCHEDULE OF ENDORSEMENTS**

**Policy Number**  
**412601-13-78-95-9Y**

**MANUFACTURERS ALLIANCE INSURANCE COMPANY**

Named Insured 1920 E MARYLAND PLACE

Effective Date: 02-25-26  
12:01 A.M., Standard Time

COMMON POLICY FORMS AND ENDORSEMENTS

CPD2	03-90	COMMON POLICY DECLARATIONS
LOC-SCHED	01-97	SCHEDULE OF LOCATIONS
R LETTER	10-23	POLICYHOLDER COVER LETTER
PIL 50 16	01-20	PMA PRIVACY NOTICE
CA100	01-03	SCHEDULE OF ENDORSEMENTS
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 17	11-98	COMMON POLICY CONDITIONS

CRIME FORMS AND ENDORSEMENTS

PCR DS 02	06-22	COMMERCIAL CRIME POLICY DECLARATIONS
CI-SCHED	06-22	COMMERCIAL CRIME COVERAGE SCHEDULE
CR 00 22	06-22	COMMERCIAL CRIME POLICY (DISCOVERY FORM)
CR 02 27	06-22	ARIZONA CHANGES
CR 04 18	06-22	FRAUDULENT IMPERSONATION - EXTENDED COVG
CR 20 20	06-22	CALCULATION OF PREMIUM
CR 20 21	06-22	EXCL OF CERTAIN COMPUTER RELATED LOSSES
CR 25 09	06-22	INCLUDE VOLUNTEER WORKERS AS EMPLOYEES
CR 25 41	06-22	INCLUDE DESIGNATED PERSONS AS EMPLOYEES

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

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

The following is added:

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

## COMMON POLICY CONDITIONS

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

### A. Cancellation

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

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

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

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

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

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

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

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

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

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

## COMMERCIAL CRIME POLICY DECLARATIONS

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

<b>Insurance Company Name:</b> MANUFACTURERS ALLIANCE INSURANCE COMPANY		
<b>Named Insured:</b> 1920 E MARYLAND PLACE		
<b>Mailing Address:</b> C/O REALMANAGE FAMILY OF BRAND PHOENIX AZ 85048-0000		
<b>Policy Period:</b> <b>From:</b> 02-25-2026 <b>To:</b> 02-25-2027 12:01 AM at your mailing address shown above		
Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy will be deemed to be deleted therefrom.		
Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. <b>Fidelity</b>		
a. <b>Employee Theft</b>	\$ 150,000	\$ 1,000
b. <b>ERISA Plan Official Dishonesty</b>	NOT COVERED	N/A
c. <b>Employee Theft Of Clients' Property</b>	NOT COVERED	
2. <b>Forgery Or Alteration</b>		
a. <b>Forgery Of Negotiable Instruments</b>	\$ 25,000	\$ 1,000
b. <b>Forgery Of Payment Card Instruments</b>	NOT COVERED	N/A
3. <b>Inside The Premises – Theft Of Money And Securities</b>	SEE CRIME SCHEDULE	\$ 1,000
4. <b>Inside The Premises – Robbery Or Safe Burglary Of Other Property</b>	SEE CRIME SCHEDULE	\$ 1,000
5. <b>Outside The Premises</b>	SEE CRIME SCHEDULE	\$ 1,000
6. <b>Computer And Funds Transfer Fraud</b>	\$ 150,000	\$ 1,000
7. <b>Fraudulent Impersonation</b>	NOT COVERED	
8. <b>Money Orders And Counterfeit Money</b>	\$ 25,000	\$ 1,000

<b>If Added By Endorsement:</b>		
<b>Insuring Agreement(s) Or Coverage(s)</b>	<b>Limit Of Insurance Per Occurrence</b>	<b>Deductible Amount Per Occurrence</b>
FRAUDULENT IMPERSONATION-EXTENDED	\$ 25,000	\$ 1,000
<b>Percentage Of Deductible Amount Over Which Losses Must Be Reported:</b>		
		%
<b>Percentage Of Total Assets Applicable To Subsidiary Acquisitions:</b>		
		%
<b>Endorsements Forming Part Of This Policy When Issued:</b>		
SEE SCHEDULE OF FORMS AND ENDORSEMENTS		
<b>Cancellation Of Prior Insurance Issued By Us:</b>		
By acceptance of this Policy, you give us notice cancelling prior Policy Numbers		
,the cancellation to be effective at the time this Policy becomes effective.		
<b>Producer Name:</b>		
COMMUNITY ASSOCIATION		

**Policy Number**  
**412601-13-78-95-9Y**

**COMMERCIAL CRIME COVERAGE SCHEDULE**

**MANUFACTURERS ALLIANCE INSURANCE COMPANY**

Named Insured 1920 E MARYLAND PLACE

Effective Date: 02-25-26  
12:01 A.M., Standard Time

Producer Name COMMUNITY ASSOCIATION

Producer No. 2174

Location of Premises: 1920 E MARYLAND AVE, PHOENIX AZ 85016-0000

Loc. No. 001 Bldg. No. 001

	Limit of Insurance	Deductible Amount
<input checked="" type="checkbox"/> ROBBERY OR SAFE BURGLARY OF OTHER PROPERTY	\$ 25,000	\$ 1,000
<input checked="" type="checkbox"/> THEFT OF MONEY AND SECURITIES	\$ 25,000	\$ 1,000
<input checked="" type="checkbox"/> OUTSIDE THE PREMISES	\$ 25,000	\$ 1,000
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Location of Premises:

Loc. No. Bldg. No.

Limit of Insurance Deductible Amount

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Location of Premises:

Loc. No. Bldg. No.

Limit of Insurance Deductible Amount

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## COMMERCIAL CRIME POLICY (DISCOVERY FORM)

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

Throughout this Policy:

1. The words "you" and "your" refer to:
  - a. The first Named Insured shown in the Declarations; and
  - b. Any "employee benefit plan", "subsidiary" or other entity that is named as an Insured in the Declarations or included as an Insured by endorsement.

The first Named Insured in Paragraph a. above will act for itself and for every other Insured for all purposes of this insurance.

2. The words "we", "us" and "our" refer to the company providing this insurance.

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

### A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by a "designated person" during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.j.:

#### 1. Fidelity

##### a. Employee Theft

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

For the purposes of this Insuring Agreement, "theft" includes forgery.

##### b. ERISA Plan Official Dishonesty

We will pay for loss of or damage to "money", "securities" and "other property" belonging to an "ERISA employee benefit plan" resulting directly from "fraud or dishonesty" committed by:

- (1) An "ERISA plan official", whether identified or not; or
- (2) You, but only if you are a sole proprietor;  
acting alone or in collusion with other persons.

##### c. Employee Theft Of Clients' Property

We will pay for loss of or damage to "money", "securities" and "other property" sustained by your "client" resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" includes forgery.

#### 2. Forgery Or Alteration

##### a. Forgery Of Negotiable Instruments

- (1) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
  - (a) Made or drawn by or drawn upon you; or
  - (b) Made or drawn by one acting as your agent;  
or that are purported to have been so made or drawn.

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

- (2) If you are sued for refusing to pay any instrument covered in Paragraph (1) above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

**b. Forgery Of Payment Card Instruments**

We will pay for loss resulting directly from "forgery" of written instruments required in conjunction with any credit, debit or charge card issued to:

- (1) You; or  
(2) Any of your "employees" or "ERISA plan officials";  
for business purposes.

**3. Inside The Premises – Theft Of Money And Securities**

We will pay for:

- a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":  
(1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or  
(2) Resulting directly from disappearance or destruction.
- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" or "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

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

We will pay for:

- a. Loss of or damage to "other property":  
(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or  
(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

**5. Outside The Premises**

We will pay for:

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

**6. Computer And Funds Transfer Fraud**

We will pay for:

- a. Loss resulting directly from a fraudulent:  
(1) Entry of "electronic data" or "computer program" into; or  
(2) Change of "electronic data" or "computer program" within;

any "computer system", provided that the fraudulent entry or fraudulent change causes, with regard to Paragraphs (1) and (2) above:

(a) "Money", "securities" or "other property" to be transferred, paid or delivered to a person, entity or account beyond your control; or

(b) Your account at a "financial institution" to be debited or deleted;

without your knowledge or consent.

b. Loss resulting directly from a "financial institution" debiting your "transfer account" in reliance upon a "transfer instruction" purportedly issued by you directing the "financial institution" to transfer, pay or deliver "money" or "securities" from that account, but which "transfer instruction" proves to have been fraudulently issued by an imposter without your knowledge or consent.

## 7. Fraudulent Impersonation

We will pay for:

a. Loss resulting directly from you having acted upon a "transfer instruction" that was, in fact, issued by a "client" or "vendor", but in which the bank account information or wire transfer instructions of such "client" or "vendor" had been changed by you acting in good faith reliance upon a "change of account request" purportedly issued by an "authorized person" or the "client" or "vendor", but which "change of account request" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor" and the fraudulent act resulted in you transferring, paying or delivering "money" or "securities" to a person, entity or account beyond your control; or

b. Loss resulting directly from you having acted in good faith reliance upon a "transfer instruction" purportedly issued by an "authorized person", "client" or "vendor" and you transferred, paid or delivered "money" or "securities" to a person, entity or account beyond your control, but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor".

## 8. Money Orders And Counterfeit Money

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

a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or

b. "Counterfeit money" that is acquired during the regular course of business.

## B. Limit Of Insurance

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

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

## C. Deductible

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

## D. Exclusions

### 1. Exclusions Applicable To All Insuring Agreements

This Policy does not cover:

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

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

(1) You; or

(2) Any of your partners or "members";

whether acting alone or in collusion with other persons, except when covered under Insuring Agreement A.1.b.

**b. Acts Committed By Your Employees, ERISA Plan Officials, Managers, Directors, Trustees Or Representatives**

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

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.a.**, **A.1.b.** or **A.1.c.**

**c. Acts Committed By Your Employees Or ERISA Plan Officials Prior To The Policy Period**

Loss caused by any "employee" or "ERISA plan official" if the "employee" or "ERISA plan official" had also committed "theft" or any other fraudulent or dishonest act prior to the effective date of this Policy and you or a "designated person", not in collusion with the "employee" or "ERISA plan official", learned of such "theft" or fraudulent or dishonest act prior to the Policy Period shown in the Declarations.

**d. Confidential Or Personal Information**

Loss resulting from:

- (1) The disclosure of your or another person's or entity's confidential or personal information; or
- (2) The use of another person's or entity's confidential or personal information, except that this Paragraph (2) does not apply to loss otherwise covered under this Policy that results directly from the use of your or an "employee benefit plan" participant's confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, "client", customer or "vendor" information, financial information, payment card information, health information, retirement or health savings account information or any other type of nonpublic information.

**e. Data Security Breach**

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

**f. Governmental Action**

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

**g. Indirect Loss**

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

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

**h. Kidnap, Ransom, Extortion And Other Unlawful Demands**

- (1) Loss resulting from the surrender of ransom in response to an unlawful demand including, but not limited to, an unlawful demand arising out of:
  - (a) An actual or alleged kidnap or threat to do bodily harm to any person, other than "robbery" covered under this Policy;
  - (b) A threat to do damage to any property or to contaminate, pollute or render substandard your products or goods;
  - (c) A threat to introduce a denial of service attack into any "computer system";

- (d) A threat to introduce a virus or other malicious instruction into any "computer system", which would encrypt, damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or
- (e) A threat to access, download, disseminate, divulge or utilize:
  - (i) Your information or the information of any other natural person or entity; or
  - (ii) Weaknesses in the source code within any "computer system";
 except when covered under Insuring Agreement **A.1.a.** or **A.1.b.**
- (2) Loss resulting from payment of any kind in response to a denial of service attack, ransomware, virus or other malicious instruction introduced into any "computer system" that denies or restricts access, encrypts, downloads or otherwise damages, destroys or corrupts any "computer system", "electronic data" or "computer program", except when covered under Insuring Agreement **A.1.a.** or **A.1.b.**
- (3) Fees, costs and expenses incurred by you arising out of any act or event in Paragraph (1) or (2) above.

**i. Legal Fees, Costs And Expenses**

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

**j. Nuclear, Biological Or Chemical Hazard**

Loss or damage resulting from the dispersal or application of pathogenic or poisonous biological or chemical materials, nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident, however caused.

**k. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**l. Virtual Currency**

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

**m. War And Military Action**

Loss or damage resulting from:

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

**2. Additional Exclusions Applicable To Specific Insuring Agreements**

**a.** Insuring Agreement **A.1.a.** does not cover:

**(1) ERISA Employee Benefit Plans**

Loss of property belonging to any "ERISA employee benefit plan".

**(2) Inventory Shortages**

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

- (a) An inventory computation; or
- (b) A profit and loss computation.

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

**(3) Trading**

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

**(4) Warehouse Receipts**

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

**b. Insuring Agreement A.1.b. does not cover:**

**Inventory Shortages**

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

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

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

**c. Insuring Agreement A.1.c. does not cover:**

**(1) Inventory Shortages**

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

- (a)** An inventory computation; or
- (b)** A profit and loss computation.

However, where your "client" establishes wholly apart from such computations that it has sustained a loss resulting from "theft" caused by an identified "employee", then you may offer your "client's" inventory records and actual physical count of inventory in support of the amount of loss claimed.

**(2) Trading**

Loss resulting from trading, whether in your "client's" name or in a genuine or fictitious account.

**(3) Warehouse Receipts**

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

**d. Insuring Agreement A.2.b. does not cover:**

**Non-compliance With Payment Card Issuer's Requirements**

Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

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

**(1) Accounting Or Arithmetical Errors Or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**(2) Exchanges Or Purchases**

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

**(3) Fire**

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

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

**(4) Money Operated Devices**

Loss of property contained in any money operated device, unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**(5) Motor Vehicles Or Equipment And Accessories**

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

**(6) Vandalism**

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

**(7) Voluntary Parting Of Title To Or Possession Of Property**

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

f. Insuring Agreement **A.6.** does not cover:

**(1) Authorized Access**

Loss resulting from a fraudulent:

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

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

any "computer system" by an "employee" or other person or entity with authorized access to that "computer system".

**(2) Credit Card Transactions**

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

**(3) Exchanges Or Purchases**

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

**(4) Fraudulent Instructions**

Loss resulting from an "employee" or other person or entity acting upon any kind of instruction to:

**(a)** Transfer, pay or deliver "money", "securities" or "other property"; or

**(b)** Debit or delete your account;

which instruction proves to be fraudulent, except for a "financial institution" acting upon an instruction to debit your "transfer account" when covered under Insuring Agreement **A.6.b.**

**(5) Inventory Shortages**

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

**(a)** An inventory computation; or

**(b)** A profit and loss computation.

**E. Conditions**

**1. Conditions Applicable To All Insuring Agreements**

**a. Additional Premises Or Employees**

If, while this Policy is in force, you establish any additional "premises" or hire additional "employees", other than through:

**(1)** Consolidation or merger with; or

**(2)** Purchase or acquisition of assets or liabilities of;

another entity, such "premises" and "employees" will automatically be covered under this Policy.

Notice to us of an increase in the number of "premises" or "employees" is not required and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

**b. Cancellation Or Termination**

**(1) Policy 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:

**(i)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

**(ii)** 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.
- (d) Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
- (e) If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (f) If notice is mailed, proof of mailing will be sufficient proof of notice.

**(2) Policy Termination**

- (a) This Policy terminates in its entirety immediately upon:
  - (i) The effective date of a "change of control" of the first Named Insured; or
  - (ii) The voluntary dissolution or liquidation of the first Named Insured.
- (b) This Policy terminates as to any Insured, other than the first Named Insured, immediately upon:
  - (i) The effective date of a "change of control" of that Insured; or
  - (ii) The voluntary dissolution or liquidation of that Insured.

If this Policy terminates for any reason specified in Paragraph (a) or (b) above, we will send the first Named Insured any premium refund due. The refund will be pro rata.

**(3) Individual Insured Or Coverage Cancellation**

We, or the first Named Insured shown in the Declarations, may cancel this Policy as to any Insured or on any Insuring Agreement or coverage in accordance with the provisions of Paragraph (1) above.

**(4) Termination Of Coverage As To Any Employee Or ERISA Plan Official**

This Policy terminates as to any "employee" or "ERISA plan official":

- (a) As soon as:
  - (i) A "designated person"; or
  - (ii) An "employee" in your Human Resources Department or its equivalent; not in collusion with the "employee" or "ERISA plan official", learns of "theft" or any other fraudulent or dishonest act committed by the "employee" or "ERISA plan official", whether before or after becoming employed by you; or
- (b) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

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

**c. Changes**

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

**d. Concealment, Misrepresentation Or Fraud**

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

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

**e. Consolidation – Merger – Acquisition**

(1) Except as provided in Paragraph (2) below, if you consolidate or merge with another entity where you are the surviving entity, or you purchase or acquire the assets or liabilities of another entity:

- (a) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this Policy to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (b) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this Policy will apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to loss involving such consolidation, merger or purchase or acquisition of assets or liabilities must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

Any "employee benefit plan" acquired in such consolidation, merger or purchase or acquisition will automatically be included as an Insured under this Policy.

(2) For "subsidiaries" you acquire in which you own greater than 50% of the voting stock or voting rights, the coverage provided by this Policy will automatically apply to loss sustained by such acquired "subsidiary" resulting directly from an "occurrence" taking place at any time which is "discovered" by a "designated person" during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.j., provided that:

- (a) The assets of the acquired "subsidiary" do not exceed the Percentage Of Total Assets Applicable To Subsidiary Acquisitions shown in the Declarations, which is based on your total assets as reflected in your most recent fiscal year-end consolidated financial statements immediately preceding the effective date of this Policy; and
- (b) The acquired "subsidiary" has not had any paid or reported claims of the type covered under this Policy for the three-year period prior to the date of such acquisition.

You are not required to provide notice of the acquisition to us and you are not required to pay any additional premium for the remainder of the Policy Period shown in the Declarations.

Any "employee benefit plan" of an acquired "subsidiary" will automatically be included as an Insured under this Policy.

**f. Cooperation**

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

**g. Duties In The Event Of Loss**

Upon "discovery" of loss or a situation that may result in loss of or damage to "money", "securities" or "other property":

(1) Except as provided in Paragraph (2) below, you must:

- (a) Notify us as soon as possible;
- (b) Give us a detailed, sworn proof of loss within 120 days;
- (c) Cooperate with us in the investigation and settlement of any claim;
- (d) Produce for our examination all pertinent records;
- (e) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (f) Secure all of your rights of recovery against any person or entity responsible for the loss and do nothing to impair those rights.

- (2) If a Deductible Amount applies to the loss and a percentage is shown in the Declarations as the Percentage Of Deductible Amount Over Which Losses Must Be Reported, you do not have to notify us if the amount of loss at the time of "discovery" does not exceed such percentage of the applicable Deductible Amount.

However, if you later learn that the amount of such loss exceeds, or may reasonably be expected to exceed, the percentage of the applicable Deductible Amount, then you must:

- (a) Notify us no later than 15 days from the earliest of:
- (i) The date you learned that such loss exceeded the percentage of the applicable Deductible Amount;
  - (ii) The effective date of termination or cancellation of this Policy; or
  - (iii) The termination of the period of time provided in the Extended Period To Discover Loss Condition **E.1.j.(1)**;
- (b) Give us a detailed, sworn proof of loss within 120 days from the date you gave us notice; and
- (c) Comply with the requirements set forth in Paragraphs **(1)(c)** through **(1)(f)** above.
- (3) If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.a.**, **A.1.b.**, **A.1.c.** or **A.2.**) involves a violation of law, you must notify the local law enforcement authorities.

#### **h. Employee Benefit Plans**

Any payment we make for loss sustained by any "employee benefit plan" will be made to the plan sustaining the loss and will fully release us on account of such loss.

#### **i. Examination Of Your Books And Records**

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

#### **j. Extended Period To Discover Loss**

We will pay for loss that you sustain prior to the effective date of cancellation or termination of this Policy in its entirety, as to any Insured or on any Insuring Agreement or coverage, which is "discovered" by a "designated person":

- (1) Except as provided in Paragraph **(2)** below, no later than 60 days from the date of that cancellation or termination. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you or that Insured, whether from us or another insurer, which replaces in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation or termination with regard to any "ERISA employee benefit plan". However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you or that "ERISA employee benefit plan", whether from us or another insurer, that provides, at a minimum, the same coverage afforded by Insuring Agreement **A.1.b.** in an amount that is no less than the minimum amount of coverage required under ERISA and which also provides that such coverage applies to loss sustained prior to its effective date.

#### **k. Inspections And Surveys**

- (1) We have the right to:
- (a) Make inspections and surveys at any time;
  - (b) Give you reports on the conditions we find; and
  - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or entity to provide for the health or safety of workers or the public. And we do not warrant that conditions:
- (a) Are safe or healthful; or
  - (b) Comply with laws, regulations, codes or standards.

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

**l. Joint Insured**

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this Policy.
- (2) If a "designated person" of any Insured has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (5) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that plan, will fully release us on account of such loss.

**m. Legal Action Against Us**

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

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

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

**n. Liberalization**

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

**o. Other Insurance**

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

**(1) Primary Insurance**

When this Policy is written as primary insurance and:

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

**(2) Excess Insurance**

- (a) When this Policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the limit of insurance and deductible amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this Policy.
- (b) However, if loss covered under this Policy is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any deductible amount applicable to that other insurance.

**p. Ownership Of Property; Interests Covered**

The property covered under this Policy is limited to property:

- (1) That you own or lease;

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

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

**q. Policy Bridge – Discovery Replacing Loss Sustained**

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

**r. Premiums**

The first Named Insured shown in the Declarations:

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

**s. Records**

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

**t. Recoveries**

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

**u. Territory**

This Policy covers loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

**v. Transfer Of Your Rights And Duties Under This Policy**

- (1) Your rights and duties under this Policy may not be transferred without our written consent, except in the case of death of an individual Named Insured.
- (2) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

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

**x. Valuation – Settlement**

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

**(1) Money**

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

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

**(2) Securities**

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (a)** Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b)** Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
  - (i)** Market value of the "securities" at the close of business on the day the loss was "discovered"; or
  - (ii)** Limit of Insurance applicable to the "securities".

**(3) Property Other Than Money And Securities**

- (a)** Loss of or damage to property other than "money" and "securities" for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
  - (i)** The Limit of Insurance applicable to the lost or damaged property;
  - (ii)** The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
  - (iii)** The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (b)** We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **(a)** above:
  - (i)** Until the lost or damaged property is actually repaired or replaced; and
  - (ii)** Unless the repair or replacement is made as soon as reasonably possible after the loss or damage occurred.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- (c)** We will, at your option, pay for loss or damage to such property:
  - (i)** In the "money" of the country in which the loss or damage was sustained; or
  - (ii)** In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (d)** Any property that we pay for or replace becomes our property.

## 2. Additional Conditions Applicable To Specific Insuring Agreements

### a. Under Insuring Agreement A.1.b.

#### (1) Limit Of Insurance

You are responsible for selecting a Limit of Insurance for "ERISA employee benefit plans" covered under Insuring Agreement **A.1.b.** that is equal to, or greater than, the minimum amounts of coverage required under ERISA as set forth in Paragraphs **(a)** and **(b)** below.

**(a)** For "ERISA employee benefit plans" holding no employer securities:

**(i)** 10% of the amount of funds handled as of the effective date of this Policy; or

**(ii)** \$500,000;

whichever is less, but in no event less than \$1,000.

**(b)** For "ERISA employee benefit plans" holding employer securities:

**(i)** 10% of the amount of funds handled as of the effective date of this Policy; or

**(ii)** \$1,000,000;

whichever is less, but in no event less than \$1,000.

If two or more "ERISA employee benefit plans" are covered under Insuring Agreement **A.1.b.**, the Limit of Insurance must be written in an amount sufficient to cover each plan as if they were separately insured.

If at the time of "discovery" of loss sustained by an "ERISA employee benefit plan", the Limit of Insurance for Insuring Agreement **A.1.b.** no longer complies with the minimum amount of coverage required for such plan, we will automatically increase the Limit of Insurance for such plan so as to equal such required minimum amount of coverage. You are not required to pay any additional premium for the increase in the Limit of Insurance.

If the minimum amounts of coverage required under ERISA are amended after the effective date of this insurance, the amended minimum amounts of coverage will automatically apply to the "ERISA employee benefit plans" covered under Insuring Agreement **A.1.b.** You are not required to pay any additional premium for the remainder of the Policy Period shown in the Declarations.

#### (2) Payment For Loss Sustained By Multiple Plans

Any payment we make for loss:

**(a)** Sustained by two or more "ERISA employee benefit plans"; or

**(b)** Of commingled "money", "securities" or "other property" of two or more "ERISA employee benefit plans";

will be made to each such plan sustaining loss in the proportion that the amount of coverage required under ERISA for each such plan bears to the total amount of coverage on all plans sustaining loss.

#### (3) Deductible Amount

Section **C.** Deductible does not apply to loss sustained by an "ERISA employee benefit plan" covered under Insuring Agreement **A.1.b.**

### b. Under Insuring Agreement A.1.c.

The **Ownership Of Property; Interests Covered** Condition **E.1.p.** is replaced by the following:

#### **Ownership Of Property; Interests Covered**

The property covered under this Insuring Agreement is limited to property:

**(1)** That your "client" owns or leases;

**(2)** That your "client" holds for others in any capacity; or

**(3)** For which your "client" is legally liable, provided that your "client" was liable for the property prior to the time the loss was sustained.

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

**c. Under Insuring Agreement A.2.**

**(1) Deductible Amount**

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

**(2) Electronic And Mechanical Signatures**

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

**(3) Proof Of Loss**

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

**d. Under Insuring Agreement A.5.**

**Armored Motor Vehicle Companies**

We will only pay for the amount of loss you cannot recover:

**(1)** Under your contract with the armored motor vehicle company; and

**(2)** From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

**e. Under Insuring Agreement A.7.**

**(1) Change Of Account Requests**

You must make a reasonable effort to verify, but not through email, the authenticity of any "change of account request" with:

**(a)** The "client" or "vendor" purporting to have issued the "change of account request"; or

**(b)** An "authorized person", but not the "authorized person" purporting to have issued the "change of account request";

and contemporaneously document the result of your effort before transferring any property.

**(2) Transfer Instructions**

You must make a reasonable effort to verify, but not through email, the authenticity of any "transfer instruction" with:

**(a)** The "client" or "vendor" purporting to have issued the "transfer instruction"; or

**(b)** An "authorized person", but not the "authorized person" purporting to have issued the "transfer instruction";

and contemporaneously document the result of your effort before transferring any property.

**F. Definitions**

1. "Authorized person" means:

**a.** Any "employee", partner, "member", "manager", director or trustee;

**b.** Any "ERISA plan official"; or

**c.** You (but only if you are a sole proprietor);

who, with regard to Paragraphs **a.**, **b.** and **c.** above, has the authority to:

**(1)** Act upon "change of account requests" or direct others to act upon such requests; or

**(2)** Issue "transfer instructions" or direct others to issue such instructions.

2. "Change of account request" means an instruction received by you, which is transmitted:

**a.** By email, text message, instant message, telefacsimile, telephone or other electronic means; or

**b.** In writing;

directing you to change a "client's" or "vendor's" bank account information or wire transfer instructions.

3. "Change of control" means:

**a.** The acquisition of any Insured of more than 50% of its assets by an entity other than another Insured, or the merger or consolidation of any Insured into or with an entity other than another Insured, such that the acquired Insured is not the surviving entity; or

- b. The obtaining by any person, entity or affiliated group of persons or entities of the right to:
  - (1) Elect, appoint or designate more than 50% of the board of directors, board of trustees or functional equivalent thereof, of any Insured; or
  - (2) Exercise a majority control of the board of directors, board of trustees or a functional equivalent thereof, of any Insured.
- 4. "Client" means any natural person or entity to whom you provide goods or services in exchange for a fee or pursuant to a written agreement.
- 5. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send "electronic data".
- 6. "Computer system" means:
  - a. Any computer, including transportable or handheld devices, electronic storage devices and related peripheral components;
  - b. Any systems and applications software; and
  - c. Any related telecommunications networks, including the Internet, connected to or used in conjunction with such computer or devices:
 which, with regard to Paragraphs **a.**, **b.** and **c.** above:
  - (1) Collects, transmits, processes, stores or retrieves "electronic data"; and
  - (2) Is:
    - (a) Owned, leased or operated by you;
    - (b) Owned and operated by an "employee" who has agreed in writing to your personal device use policy; or
    - (c) Operated by an authorized third party while performing services for you, but only with respect to your "electronic data".
- 7. "Counterfeit money" means an imitation of "money", which is intended to deceive and to be taken as genuine.
- 8. "Custodian" means you, or any of your partners, "members" or "employees" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
- 9. "Designated person" means:
  - a. Any insurance risk manager;
  - b. Any partner, "member", "manager", director or trustee;
  - c. Any elected, appointed or otherwise titled officer;
  - d. The highest-ranking "employee" at the "premises" where such "employee" performs the majority of his or her duties; or
  - e. Any administrator, fiduciary, director, trustee, officer or manager of an "employee benefit plan"; of any Insured.
- 10. "Discovery", "discover" or "discovered" means the time when a "designated person" first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.  
 "Discovery", "discover" or "discovered" also means the time when a "designated person" first receives notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this Policy.
- 11. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**12. "Employee":**

**a. Means:**

**(1) Any natural person:**

**(a)** While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other fraudulent or dishonest act committed by the "employee";

**(b)** Whom you compensate directly by salary, wages or commissions; and

**(c)** Whom you have the right to direct and control while performing services for you;

**(2) Any natural person who is furnished temporarily to you:**

**(a)** To substitute for a permanent "employee" defined in Paragraph **(1)** above, who is on leave; or

**(b)** To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you;

**(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary "employee" defined in Paragraph **(2)** above;**

**(4) Any natural person who is:**

**(a)** An administrator, director, trustee, manager or "employee", except an administrator or manager who is an independent contractor, of a "Non-ERISA employee benefit plan"; or

**(b)** A director, trustee or "employee" of an Insured sponsoring a "Non-ERISA employee benefit plan", while that person is engaged in handling "money", "securities" or "other property" of the plan;

**(5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;**

**(6) Any natural person who is a guest student or intern pursuing studies or duties;**

**(7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and**

**(8) Any natural person who is your "manager", director or trustee while:**

**(a)** Performing acts within the scope of the usual duties of an "employee"; or

**(b)** Acting as a member of any committee duly elected or appointed by resolution of your board of directors, board of trustees or functional equivalent thereof, to perform specific, as distinguished from general, directorial acts on your behalf.

**b. Does not mean:**

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **a.** above.

**13. "Employee benefit plan" means any "ERISA employee benefit plan" or "Non-ERISA employee benefit plan":**

**a.** Shown in the Declarations as the first Named Insured; or

**b.** Included as an Insured and is sponsored:

**(1)** Solely by another Insured; or

**(2)** Jointly by another Insured and an employee organization, including a labor organization, solely for the benefit of that Insured's "employees".

**14. "ERISA employee benefit plan" means any welfare or pension benefit plan that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.**

**15. "ERISA plan official":**

**a.** Means any natural person who is:

**(1)** An administrator, fiduciary, director, trustee, manager or "employee" of an "ERISA employee benefit plan"; or

- (2) A director, trustee or "employee" of an Insured sponsoring an "ERISA employee benefit plan", while that person is engaged in handling "money", "securities" or "other property" of such plan.
- b. Does not mean:  
Any agent, broker, financial institution, registered representative, investment advisor, independent contractor or representative of the same general character.
16. "Financial institution" means:
- a. With regard to Insuring Agreement **A.3.:**
- (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
- (2) An insurance company.
- b. With regard to Insuring Agreement **A.6.:**
- (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
- (2) An insurance company; or
- (3) A stock brokerage firm or investment company.
- c. For Insuring Agreements other than Insuring Agreements **A.3.** and **A.6.**, any financial institution.
17. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" listed in Paragraph **16.a.**
18. "Forgery" means the signing of the name of another person or entity with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
19. "Fraud or dishonesty" means larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wrongful conversion, willful misapplication or other fraudulent or dishonest act, including any act or arrangement prohibited by title 18, section 1954 of the U.S. Code.
20. "Manager" means a natural person serving in a directorial capacity for a limited liability company.
21. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".
22. "Messenger" means you, or your relative, or any of your partners, "members" or "employees" while having care and custody of property outside the "premises".
23. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
- b. Traveler's checks and money orders held for sale to the public; and
- c. In addition, includes:
- (1) Under Insuring Agreements **A.1.a.**, **A.1.b.**, **A.1.c.** and **A.2.**, deposits in your account at any "financial institution"; and
- (2) Under Insuring Agreement **A.6.**, deposits in your account at any "financial institution" listed in Paragraph **16.b.**
24. "Non-ERISA employee benefit plan" means any welfare or pension benefit plan other than an "ERISA employee benefit plan".
25. "Occurrence" means:
- a. Under Insuring Agreements **A.1.a.** and **A.1.c.:**
- (1) An individual act;
- (2) The combined total of all separate acts, whether or not related; or
- (3) A series of acts, whether or not related;
- committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.

**b. Under Insuring Agreement A.1.b.:**

- (1) An individual act;
- (2) The combined total of all separate acts, whether or not related; or
- (3) A series of acts, whether or not related;

committed by an "ERISA plan official" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.

**c. Under Insuring Agreement A.2.:**

- (1) An individual act;
- (2) The combined total of all separate acts, whether or not related; or
- (3) A series of acts, whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.

**d. Under all other Insuring Agreements:**

- (1) An individual act or event;
- (2) The combined total of all separate acts or events, whether or not related; or
- (3) A series of acts or events, whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.

- 26.** "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this Policy.
- 27.** "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 28.** "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a. Caused or threatened to cause that person bodily harm; or
  - b. Committed an obviously unlawful act witnessed by that person.
- 29.** "Safe burglary" means the unlawful taking of:
- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
  - b. A safe or vault from inside the "premises".
- 30.** "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
- 31.** "Subsidiary":
- a. Means any entity covered under this Policy:
    - (1) In which on or before the effective date of this Policy you own, directly or indirectly, greater than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees or functional equivalent thereof; or

(2) That you form or acquire during the Policy Period shown in the Declarations in which you own, directly or indirectly, greater than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees or functional equivalent thereof, subject to Paragraph **E.1.e.(2)** of the Consolidation – Merger – Acquisition Condition.

b. Does not mean:

Any joint venture or partnership in which you have an ownership interest, unless the joint venture or partnership is added as an Insured by endorsement.

32. "Theft" means:

- a. The unlawful taking of property to the deprivation of the Insured; or
- b. Solely with regard to Insuring Agreement **A.1.c.**, the unlawful taking of property to the deprivation of a "client".

33. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities".

34. "Transfer instruction" means:

a. With regard to Insuring Agreement **A.6.b.**, an instruction received by a "financial institution", which is transmitted:

(1) By email, text message, instant message, telefacsimile, telephone or other electronic means; or

(2) In writing, other than an instrument covered under Insuring Agreement **A.2.**;

directing the "financial institution" to transfer, pay or deliver "money" or "securities" from your "transfer account" to a person, entity or account beyond your control.

b. With regard to Insuring Agreement **A.7.**, an instruction received by you, which is transmitted:

(1) By email, text message, instant message, telefacsimile, telephone or other electronic means; or

(2) In writing;

directing you to transfer, pay or deliver "money" or "securities" to a person, entity or account beyond your control.

35. "Vendor" means a natural person or entity that provides or has provided goods or services to you pursuant to a written agreement but does not include any financial institution or armored motor vehicle company.

36. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

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

## **ARIZONA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY  
COMMERCIAL CRIME AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
GOVERNMENT FIDELITY AND FORGERY POLICY  
KIDNAP/RANSOM AND EXTORTION POLICY

A. Under the Commercial Crime Policy, Commercial Fidelity And Forgery Policy, Government Crime Policy and Government Fidelity And Forgery Policy, the following is added to Paragraph **(1) Policy Cancellation** under the **Cancellation Or Termination** Condition:

**(g) Cancellation Of Policies In Effect For 60 Days Or More**

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- (i)** Nonpayment of premium;
- (ii)** Your conviction of a crime arising out of acts increasing the hazard insured against;
- (iii)** Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;
- (iv)** Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- (v)** Substantial breach of contractual duties or conditions;
- (vi)** Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
- (vii)** Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
- (viii)** Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will send to the first Named Insured, and send to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will send this notice at least:

- (i)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (ii)** 45 days before the effective date of cancellation if we cancel for any of the other reasons.

B. Under the Kidnap/Ransom And Extortion Policy the following is added to the **Cancellation Of Policy** Condition:

**(7) Cancellation Of Policies In Effect For 60 Days Or More**

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** Your conviction of a crime arising out of acts increasing the hazard insured against;
- (c)** Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;

- (d) Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- (e) Substantial breach of contractual duties or conditions;
- (f) Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
- (g) Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
- (h) Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will send to the first Named Insured, and send to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will send this notice at least:

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

C. The following are added and supersede any other provisions to the contrary:

**1. Nonrenewal**

- a. If we elect not to renew this Policy, we will send to the first Named Insured, and send to the agent, if any, written notice of nonrenewal. We will send this notice at least 45 days prior to the expiration of this Policy.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
  - (1) We or a company within the same insurance group has offered to issue a renewal policy; or
  - (2) You have obtained replacement coverage or agreed in writing to do so.
- d. If written notice of nonrenewal is sent less than 45 days prior to expiration of this Policy, and neither c.(1) nor c.(2) applies, the coverage shall remain in effect until 45 days after the notice is sent. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous year's rate.

**2. Renewal**

- a. If we elect to renew this Policy and the renewal is subject to any of the following:
  - (1) Increase in premium;
  - (2) Change in deductible;
  - (3) Reduction in limits of insurance; or
  - (4) Substantial reduction in coverage;
 we will send written notice of the change(s) to the first Named Insured at least 30 days before the anniversary or expiration date of the Policy.
- b. If renewal is subject to any condition described in Paragraphs a.(1) through a.(4), and we fail to provide notice 30 days before the anniversary or expiration date of this Policy, the following procedures apply:
  - (1) The present Policy will remain in effect until the earlier of the following:
    - (a) 30 days after the date of sending of the notice; or
    - (b) The effective date of replacement coverage obtained by the first Named Insured.
  - (2) If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
    - (a) The rates applicable to the terminated policy; or
    - (b) The rates presently in effect.
  - (3) If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

**D. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:**

**Concealment, Misrepresentation Or Fraud**

We will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

1. That are fraudulent;
2. That are material either to the acceptance of the risk or to the hazard assumed by us; and
3. Where, if the true facts had been made known to us as required either by the application for the Policy or otherwise, we in good faith would either:
  - a. Not have issued the Policy;
  - b. Not have issued the Policy in as large an amount; or
  - c. Not have provided coverage with respect to the hazard resulting in the loss.

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

## **FRAUDULENT IMPERSONATION – EXTENDED COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

**A. In Section A. Insuring Agreements:**

Insuring Agreement **7. Fraudulent Impersonation** is replaced by the following:

**7. Fraudulent Impersonation – Extended Coverage**

We will pay for:

- a. Loss resulting directly from you having acted upon a "transfer instruction" that was, in fact, issued by a "client" or "vendor", but in which the bank account information or wire transfer instructions of such "client" or "vendor" had been changed by you acting in good faith reliance upon a "change of account request" purportedly issued by an "authorized person" or the "client" or "vendor", but which "change of account request" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor" and the fraudulent act resulted in you transferring, paying or delivering "money", "securities" or "other property" to a person, entity or account beyond your control; or
- b. Loss resulting directly from you having acted in good faith reliance upon a "transfer instruction" purportedly issued by an "authorized person", "client" or "vendor" and you transferred, paid or delivered "money", "securities" or "other property" to a person, entity or account beyond your control, but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor".

**B. In Section F. Definitions:**

Paragraph **b.** of the definition of "transfer instruction" is replaced by the following:

**b.** With regard to Insuring Agreement **A.7.**, an instruction received by you, which is transmitted:

- (1) By email, text message, instant message, telefacsimile, telephone or other electronic means; or
- (2) In writing;

directing you to transfer, pay or deliver "money", "securities" or "other property" to a person, entity or account beyond your control.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY  
COMMERCIAL FIDELITY AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
GOVERNMENT FIDELITY AND FORGERY POLICY  
KIDNAP/RANSOM AND EXTORTION POLICY

The following is added to Paragraph **1.** of Section **E. Conditions:**

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

(In the Kidnap/Ransom And Extortion Policy, the provision above is added to Section **E.2. Other Conditions.**)

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

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY  
COMMERCIAL FIDELITY AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
GOVERNMENT FIDELITY AND FORGERY POLICY

**A. The following is added to Section D.1. Exclusions Applicable To All Insuring Agreements:**

We will not pay for loss or damage resulting directly or indirectly from the following. Such loss or damage is excluded, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**1. The failure, malfunction or inadequacy of:**

**a. Any of the following, whether belonging to any Insured or to others:**

- (1)** Computer hardware, including microprocessors;
- (2)** Computer application software;
- (3)** Computer operating systems and related software;
- (4)** Computer networks;
- (5)** Microprocessors (computer chips) not part of any computer system; or
- (6)** Any other computerized or electronic equipment or components; or

**b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a. above;**

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

**2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for any potential or actual problems described in Paragraph 1. above.**

**B. The following is added to Section E.1. Conditions Applicable To All Insuring Agreements:**

- 1. If an excluded cause of loss as described in Paragraph A. above results in a covered cause of loss under this insurance, we will pay only for the loss or damage.**
- 2. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. above to correct any deficiencies or change any features.**

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

**INCLUDE VOLUNTEER WORKERS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
COMMERCIAL FIDELITY AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY  
GOVERNMENT FIDELITY AND FORGERY POLICY

**In Section F. Definitions:**

The definition of "employee" is amended to include any non-compensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fundraising campaigns.

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

**INCLUDE DESIGNATED PERSONS OR CLASSES  
OF PERSONS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- COMMERCIAL FIDELITY AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT FIDELITY AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement.

**SCHEDULE**

Persons Or Classes Of Persons
PROPERTY MANAGER
BOARD MEMBERS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In Section **F. Definitions:**

The definition of "employee" is amended to include any natural person or group of persons named or described in the Schedule.