000174

LIBERTY MUTUAL INSURANCE
PO BOX 188025
FAIRFIELD OH 45018-8025

AV 10

Morningside Homeowners
Association Inc
607 S 7th St
Grand Junction CO 815017734



400000010056000001000174356*



Liberty Mutual INSURANCE

Policy Number: JKF 70963682	**Prior Policy:**
Coverage Is Provided In: First National Insurance Company of America	
Billing Type: Direct Bill	
Named Insured and Mailing Address: MORNINGSIDE HOMEOWNERS ASSOCIATION INC 607 S 7TH ST GRAND JUNCTION CO 81501-7734	**Agent:** KNODE AND ASSOCIATES INSURANCE PO BOX 40 PALISADE CO 81526-0040 **Agent Code:** 050195 **Agent Phone:** (970) 464-5661

Policy Declarations, Forms and Endorsement

JKF0000020056000002000174357

Access your account online

Liberty Mutual INSURANCE

Take a look at the capabilities available to you

✓ Pay bills quickly and easily

- View account status, payment history, and billing notices.
- Enroll in automatic payments or make one-time online payments.
- Maintain online bank data for future use.
- Sign up for paperless billing and email notifications.

✓ Access your policy

- Review and print policy documents.
- View activity including renewals and endorsements.
- Sign up to receive your policy documents electronically.

✓ Complete your premium audit quickly and more accurately

- Conveniently access all your auditable policies on the eReport dashboard.
- Complete and submit your audit information online following step-by-step instructions.
- Ability to share access with a trusted third party, such as an accountant or agent.
- Safely and securely upload supporting documentation.
- Save or print a copy for your records.

✓ Generate a Certificate of Insurance*

- Create, print and/or email a Certificate of Insurance.

✓ Check the status of your claim

- View details of property, liability, auto, and workers compensation claims.
- Access payment history.
- Contact claims adjusters.

✓ Improve safety and reduce risk

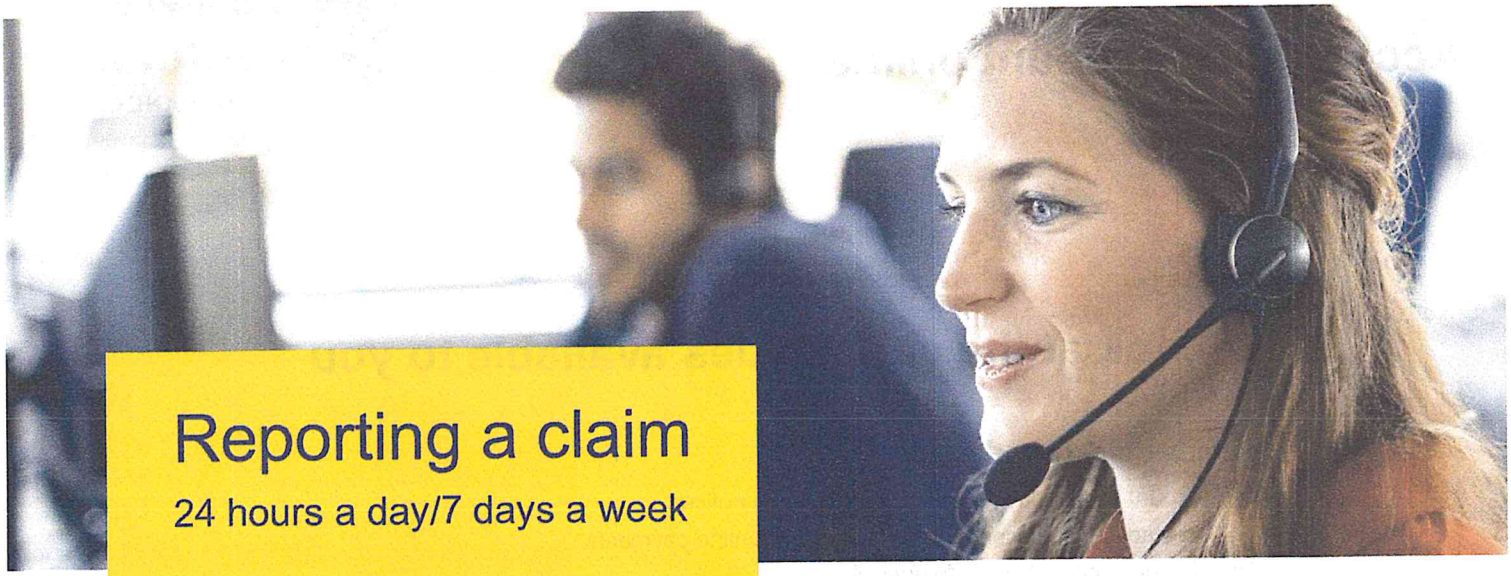
- Download safety training and access OSHA tools and industry research.
- Identify potential accident and injury sites and build programs to reduce risks.
- Review disaster readiness, business continuity, and crisis management plans.

Self-Service 24/7 at https://mybusiness.libertymutual.com

Scan this QR code to access or create your online account.

*Not available for all lines of business.

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Reporting a claim

24 hours a day/7 days a week

When you've got a claim, we're here to help. With more than 9,000 claims professionals located around the country, our staff is committed to resolving claims quickly and fairly and providing you with peace of mind by helping you recover from the unexpected.

Reporting a new claim has never been easier.

Call: 844-3-CLAIMS or 844-325-2467

Email: businesslinesclaims@libertymutual.com

A Liberty Mutual customer service representative is available to you 24 hours a day, 7 days a week, for reporting new property, auto, liability, and workers compensation claims. We're here for you when you need us most!

If you have a workers compensation policy:

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information and other helpful resources may be found on our website at libertymutualgroup.com/toolkit. and includes:

- General and state-specific claims forms
- Links to state workers compensation websites
- Access to local medical providers
- First Fill pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Every claim matters to us. We're here to help so that your business can continue to thrive.

Liberty Mutual is the fifth-largest global property and casualty insurer based on 2017 gross written premium, with nearly 50,000 employees in 30 countries and economies around the world. Our purpose is to help people embrace today and confidently pursue tomorrow. The promise we make to our customers throughout the world is to provide protection for the unexpected, delivered with care.

Liberty Mutual. INSURANCE

This document provides a general description of this program and/or service. See your policy, service contract, or program documentation for actual terms and conditions. Insurance underwritten by Liberty Mutual Insurance Co. or its affiliates or subsidiaries.

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Liberty Mutual INSURANCE

MORNINGSIDE HOMEOWNERS
ASSOCIATION INC
607 S 7TH ST
GRAND JUNCTION, CO 81501-7734

Dear Policyholder,

Thank you for choosing Liberty Mutual. We appreciate your business and the trust that you have placed in us to protect what you have worked hard to build.

Enclosed are the following insurance documents:

Commercial General Liability

Please refer to your declarations page to review your specific coverages, limits, and premium. Verify that all information is correct and contact your agent if you have any questions or need to make any changes.

Finally, visit mybusiness.libertymutual.com/create-profile to take advantage of several self-service options. Once you create an account, you may pay your bill, check the status of a claim, and download policy documents, including a certificate of insurance.

Sincerely,

Luke Bills
President of Independent Agent Distribution

YOUR AGENT

KNODE AND ASSOCIATES INSURANCE
PO BOX 40
PALISADE, CO 81526-0040

QUICK LINKS

Manage policies and payments at:
mybusiness.libertymutual.com

Explore small business products at:
business.libertymutual.com

FILING A CLAIM

To file a claim, contact your agent or call **844-325-2467** or visit us at:
business.libertymutual.com/claim/report-a-claim/

PRIVACY POLICY

Learn more at libertymutual.com/privacy

CONTINUE TO THE NEXT PAGE

THIS IS NOT YOUR INSURANCE BILL. YOU WILL BE BILLED SEPARATELY

NOTICE(S) TO POLICYHOLDER(S)

The important Notice(s) to Policyholder(s) provides a general explanation of changes to policy coverages. It is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties, and what is and is not covered.

FORM NUMBER	TITLE
CNI 90 11 02 26	Reporting a Commercial Claim 24 Hours a Day
CNI 90 20 08 21	Important Notice Circumstances Adversely Impacting Credit History
CNI 90 24 08 22	Information About Your Policy
CNI 90 37 07 23	Audit Information Policyholder Notice
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 89 69 09 21	Important Policyholder Information Concerning Billing Practices
SNI 04 01 06 24	Liberty Mutual Group Privacy Notice

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away — One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at **1-844-325-2467** for reporting a new claim. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms — part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at **www.libertymutualgroup.com/toolkit.**

For all claims inquiries please call us at **1-844-325-2467**.

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IMPORTANT NOTICE
CIRCUMSTANCES ADVERSELY IMPACTING CREDIT HISTORY

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance.

We may use a credit-based insurance score when pricing your business insurance policy. If your credit HISTORY has been adversely impacted by any of the following circumstances, you may request in writing that we take this under consideration when using your credit information.

- Catastrophic medical expense due to illness, disease, or disability
- Divorce, dissolution of a marriage, or involuntary interruption of legally-owed alimony or support payments
- Death of a spouse or family member
- Temporary loss of employment
- Identity theft
- Total or other loss that makes your home uninhabitable
- Victim of domestic abuse
- Care of an adult dependent or dependent grandchild
- Impact from a major natural catastrophe, including hurricane or tornado
- Military deployment overseas
- Any other circumstance an insurer may choose to recognize
- Personal guarantee of a business loan
- A catastrophic event, as declared by the federal or state government
- A serious illness or injury, or serious illness or injury to an immediate family member
- Predatory lending resulting in the foreclosure of, or commencement of proceedings or an action to foreclose, a mortgage of real property owned by the insured or insurance applicant

In order for us to take into consideration these circumstances, you must submit this request to us not more than sixty (60) days after the date of your application for insurance or your policy's renewal. We may require you to provide additional documentation of the circumstances to explain how the circumstances may have negatively affected your credit history.

You may send your request by email to BL_Credit_Request@libertymutual.com. Please include the business name, your name and title, policy number, and phone number.

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INFORMATION ABOUT YOUR POLICY

Policy Number: JKF (27) 70 96 36 82
Insured Name: MORNINGSIDE HOMEOWNERS

Like many insurance companies, Liberty Mutual Insurance considers many factors, including information based on your credit history, claims history, and risk characteristics to determine your premium. You have the option to request that we re-evaluate your insurance rate with up-to-date information for determining the premium for the next renewal period. You may request this kind of policy re-evaluation once every twelve months. Please note that a re-evaluation may result in a quoted premium either higher or lower than your current premium.

To submit a request, please contact your independent agent.

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IMPORTANT NOTICE – PLEASE READ CAREFULLY

Audit Information Policyholder Notice

Thank you for insuring your business with Liberty Mutual. We appreciate the trust and confidence you have placed in us. We take our responsibility to our customers seriously, and part of that responsibility is keeping you informed at all times.

This explanation is not a part of your insurance policy, and it does not alter any of its provisions or conditions. Please refer any questions you may have to your insurance agent.

We would like to thank you for being a policyholder. We appreciate your business.

If your policy contains a condition stating it is subject to a premium audit, we would like to take this opportunity to explain how the audit process works and answer the most common questions we receive from our policyholders. The information in this notice will make it easier for you to prepare for your audit.

INSURANCE PREMIUM AUDIT FACTS

Audits can benefit our policyholders by allowing us to collect the appropriate amount of premium for each policy.

Most commercial policies are written based on estimated or fluctuating exposure bases. At the end of the policy term an audit will determine the actual exposure bases and the premium will be adjusted accordingly. A company representative will conduct the audit.

The premium auditor will examine and audit records that relate to your policy. The records necessary to complete the audit will vary, based on the coverages you have. Types of records that may be requested for your audit include, but are not limited to:

- Payroll Records, including Federal 941 forms
- Sales Journals or income statements
- General Ledger
- Cash Disbursements Journal
- Subcontractor Certificates

Keeping accurate and complete records will allow the auditor to properly classify and allocate your exposures correctly. Often there are allowable credits available according to insurance manual classification and rating rules. The premium auditor will be able to give you the credits, to which you are entitled, if your records provide the necessary details. Providing the records your auditor needs can save you time and money as well as expedite the audit process.

HOW AUDITS ARE CONDUCTED

Audits are handled in different ways, depending on the types of coverages you may have. We conduct audits in the following ways:

Physical Audit – An auditor will contact you and set up a convenient time to personally come to your business and review your records.

Phone Audit – Forms will be mailed to you, explaining what is necessary to complete a phone audit. The phone auditor will contact you or your bookkeeper for this information.

Voluntary Audit – Forms will be mailed to you for completion. We will provide you with contact information if you need assistance in completing the forms.

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COMPLETING THE AUDIT

Many states have enacted legislation that governs the time in which an audit must be completed, billed, and paid. This applies to audits for cancelled policies as well as regular audits. In order to comply with state regulations, it is important to make your records available for audit when our representative contacts you. We will make every effort to complete the audit within a reasonable time after the close of the policy period stated in your policy.

FREQUENTLY ASKED QUESTIONS

Q: What if I use subcontractors?

A: Subcontractors are factored in to the audit process. Subcontractors who do not have insurance are treated as though they are your employees at the time of the audit. If your subcontractor furnishes you with a certificate of liability or workers' compensation insurance, your insurance cost for that subcontractor could be less. See your policy for details on limits of insurance required for certificates.

Q: I have no employees and work alone. Does the insurance company still need to complete an audit?

A: Yes. The auditor will need to verify you worked alone by examining business records that may include tax filings, disbursements, and check stubs.

Q: Do I need an audit if I have cancelled my policy or am no longer insured with you?

A: An audit may still be necessary even if you no longer have an active policy with us. The audit would cover the time period for which you were insured by us. Other factors that may determine if an audit is necessary include the time the policy was in effect and the amount of premium involved.

Q: If I use leased employees but the leasing company carries the liability, are the leased employees excluded from my General Liability policy?

A: No. Per GL base contract, the definition is "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

Q: Is it necessary to keep records on any casual labor I use?

A: Yes. Casual labor payroll is examined during the audit.

Q: What happens if I do not comply with the audit and fail to provide all necessary records and verification?

A: It is important to provide the necessary information in order to complete the audit. If you fail to do so, your policy may be cancelled or nonrenewed. You may also receive an estimated audit statement based on increased policy exposure estimates due to non-compliance of audit.

Q: Am I able to request an audit on my policy?

A: Yes. Inquiries may be started by contacting your independent agent or our Premium Audit Department.

If you would like additional information about the policy audit process, your independent agent can assist you. The Premium Audit Department is also available to answer any questions you may have regarding this process.

Please contact us at 1-888-224-9246 or via E-mail at PremiumAuditServices@libertymutual.com.

This notice is for information purposes only and does not provide coverage. Your Declarations Page, in conjunction with your policy and other applicable endorsements, provides complete details of your coverages. If this notice conflicts with the applicable policy language, the policy language prevails. Carefully read your policy, including all endorsements.

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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.**

Please refer any questions you may have to your insurance agent.

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.

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IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will be charged installment fees. For more information on our EFT-Automatic withdrawals payment option, refer to the attached EFTenrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

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LIBERTY MUTUAL GROUP PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)

(Effective June 2024)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant.** It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consumer histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records, and loss history information, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive Data** as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

How Do You Gather My Data?

We gather your personal data **directly from you**. For example, you provide us with data when you:	We also gather your personal data **from other people**. For example:
• ask about or buy insurance, or file a claim	• your insurance agent or broker
• pay your policy	• your employer, association or business (if you are insured through them)

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• visit our websites, call us, or visit our office	• our affiliates or other insurance companies about your transactions with them
	• consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	• other public directories and sources
	• third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers
	• other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

Organizations that share data with us may keep it and disclose it to others as permitted by law.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Market, sell and provide insurance. This includes, for example: • calculating your premium; • determining your eligibility for a quote; • confirming your identity and servicing your policy;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data • Sensitive Data	• No

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Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Manage your claim. This includes, for example: • managing your claim, if any; • conducting claims investigations; • conducting medical examinations; • conducting inspections, appraisals; • providing roadside assistance; • providing rental car replacement or repairs;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No
Day to Day Business and Insurance Operations. This includes, for example: • creating, maintaining, customizing, and securing accounts; • supporting day-to-day business and insurance related functions; • doing internal research for technology and development; • marketing, advertising and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No
Security and Fraud Detection. This includes, for example: • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure, and premises; • help to ensure the safety and security of Liberty Mutual staff, assets, and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No

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Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Regulatory and Legal Requirements. This includes for example: • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's Mutual's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty Mutual is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty Mutual contract obligations; • to respond to law enforcement requests as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No
Improve Your Customer Experience and Our Products. This includes, for example: • improve your customer experience, our products, and service; • to provide support, personalize, and develop our website, products, and services; • create and offer new products and services;	• Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No
Analytics to identify, understand, and manage our risks and products. This includes, for example: • conducting analytics to better identify, understand, and manage risk and our products;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information; • Risk data • Claims data • Sensitive Data	• No

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Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Customer service and technical support. This includes, for example: • answer questions and provide notifications; • provide customer and technical support.	• Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data	• No
Cross-Context Behavioral Advertising	• Identifiers • IP address • Internet or other similar network activity	• We share this information with service providers such as search engines and social media platforms.

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information, to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration". This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. Liberty Mutual may disclose personal data with the following categories of affiliated and non-affiliated third parties:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.

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We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data to service providers for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Information
Internet or other similar network activity	Claims Data
Inferences drawn from personal data	Risk Data
Professional, employment, and education information	

How Do WeKeep Your Personal Data Safe?

We maintain physical, electronic, and procedural safeguards to protect your non-public personal information. These safeguards comply with applicable laws. Our employees and agents are authorized to access your data only for legitimate business purposes.

How Long Does Liberty Mutual Retain Each Category of Personal Data?

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

Children's Privacy

We do not direct our services to individuals under the age of 13 and we request that these individuals do not provide personal data through our services.

WhatRights Do I Have to Learn More About My Personal Data?

Individuals may request access to a copy of their personal information. We will honor requests for access after we have verified your identity. We will grant two requests per year after. A request may be made to us by contacting us as described below.

You may have additional rights if you are a resident of California. For information about our data practices in the last 12 months, including the types of personal data we have collected, from whom we gathered that data, and with whom we disclosed the data, please go to Lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers). As a California resident, you also have the right to opt-out of cross-context behavioral advertising. You can learn more about those rights at lmi.co/caprivacychoices. To learn more about these and other privacy rights you may have as a California resident, please see the California Privacy Policy (Consumers). If you cannot access the link, please contact us.

WillLiberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this notice will be effective once it is posted online at https://www.libertymutual.com/. You are responsible for reviewing this notice to stay informed of any changes or updates.

WhoDo I Contact Regarding Privacy?

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

Calling:	800-344-0197
Email:	privacy@libertymutual.com
Online:	Libertymutualgroup.com/privacy- policy/data-request
Postal Address:	Liberty Mutual Insurance Company 175 Berkeley St. 6th Floor Boston, MA 02116 Attn: Privacy Office

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Liberty Mutual INSURANCE

Coverage is Provided In:
First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Common Policy Declarations

Policy Number:
JKF (27) 70 96 36 82
Policy Period:
From 08/13/2026 To 08/13/2027
12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address	Agent Mailing Address & Phone No.
MORNINGSIDE HOMEOWNERS ASSOCIATION INC 607 S 7TH ST GRAND JUNCTION, CO 81501-7734	(970) 464-5661 KNODE AND ASSOCIATES INSURANCE PO BOX 40 PALISADE, CO 81526-0040

Named Insured Is: CORPORATION

Named Insured Business Is: SINGLE FAMILY HOA

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.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART	CHARGES
Commercial General Liability	$1,105.00

Total Charges for all of the above coverage parts: $1,105.00
Certified Acts of Terrorism Coverage: $3.00 (Included)

Note: This is not a bill

IMPORTANT MESSAGES

This policy may be auditable. Please refer to the conditions of the policy for details or contact your agent.

Issue Date 08/13/2026

Authorized Representative

To report a claim, call your Agent or 844-325-2467

DS 70 61 07 23

Common Policy Declarations

Named Insured & Mailing Address	Agent Mailing Address & Phone No.
MORNINGSIDE HOMEOWNERS ASSOCIATION INC	(970) 464-5661 KNODE AND ASSOCIATES INSURANCE

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) APPLICABLE
1G0001FR 07 23	Commercial General Liability Coverage Form	CO
1G0403FR 07 23	Medical Payments At Your Request	CO
1G0447FR 01 24	Condominiums, Co-Ops, Associations - Directors And Officers Liability Coverage (Claims Made)	CO
1G1001FR 07 23	Primary And Noncontributory	CO
1G1011FR 07 23	Additional Insured - Automatic Status By Contract - Ongoing Operations	CO
1G1507FR 07 23	Cross Suits Liability Exclusion	CO
1G1523FR 07 23	Cap On Losses From Certified Acts Of Terrorism	CO
1G1531FR 07 23	Punitive Damages Related To A Certified Act Of Terrorism Exclusion	CO
1G1534FR 07 23	Fungi Or Bacteria Exclusion	CO
1G1535FR 01 24	Silica Exclusion	CO
1G1552FR 07 23	Tobacco, Tobacco Products, Nicotine, Nicotine Products, Or Electronic Smoking Devices Exclusion	CO
1G1557FR 07 23	Sexual Misconduct Or Abusive Acts Exclusion	CO
1G1560FR 07 23	Pfc/Pfas Exclusion	CO
1G1562FR 07 23	Biometric Information Privacy Claim Exclusion	CO
1G1566FR 07 23	Communicable Disease Exclusion	CO
1G1578FR 07 23	Human Trafficking Exclusion	CO
1G1583FR 07 23	Punitive Or Exemplary Damages Exclusion	CO
1G1585FR 07 23	Cyber Incident Liability Exclusion	CO
1G2505FR 07 23	Waiver Of Transfer Of Rights Of Recovery Against Others To Us - When Required In A Contract Or Agreement With You	CO
1G2512FR 07 23	Amendment Of Insured Contract Definition	CO
1M0001FR 07 23	Common Policy Conditions	CO

Liberty Mutual INSURANCE

Coverage is Provided In:
First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Common Policy Declarations

Policy Number:
JKF (27) 70 96 36 82
Policy Period:
From 08/13/2026 To 08/13/2027
12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address	Agent Mailing Address & Phone No.
MORNINGSIDE HOMEOWNERS ASSOCIATION INC	(970) 464-5661 KNODE AND ASSOCIATES INSURANCE

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) APPLICABLE
1M0101CO 07 23	Colorado Changes - Common Policy Conditions	CO
1M0107CO 07 23	Colorado Changes - Civil Union	CO
1M1501FR 07 23	Nuclear Energy Liability Exclusion (Broad Form)	CO
CG 20 17 12 19	Additional Insured - Unit-Owners Of Townhouse Or Homeowner Associations	CO
SNI 90 07 07 23	Terrorism Insurance Premium Disclosure and Opportunity To Reject	CO
CNI 90 29 07 23	Signature Form	CO

Liberty Mutual INSURANCE

First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Declarations Schedule

Policy Number:
JKF (27) 70 96 36 82
Policy Period:
From 08/13/2026 To 08/13/2027
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Named Insured & Mailing Address	Agent Mailing Address & Phone No.
MORNINGSIDE HOMEOWNERS ASSOCIATION INC 607 S 7TH ST GRAND JUNCTION, CO 81501-7734	(970) 464-5661 KNODE AND ASSOCIATES INSURANCE PO BOX 40 PALISADE, CO 81526-0040

SUMMARY OF CHARGE(S)

DESCRIPTION	PREMIUM
Commercial General Liability Premium	$1,105.00
Certified Acts of Terrorism Coverage (Included)	$3.00

Total Charges: ***$1,105.00***

Note: This is not a bill

Declarations Schedule

Named Insured & Mailing Address	Agent Mailing Address & Phone No.
MORNINGSIDE HOMEOWNERS ASSOCIATION INC 607 S 7TH ST GRAND JUNCTION, CO 81501-7734	(970) 464-5661 KNODE AND ASSOCIATES INSURANCE PO BOX 40 PALISADE, CO 81526-0040

SUMMARY OF LOCATION(S) AND BUILDING(S)

LOCATION(S) AND BUILDING(S) SCHEDULE

The below are the location(s) and building(s) that are scheduled on the policy(s) as shown in this Declarations. Coverage(s) and Exclusion(s) that apply to the location(s) and building(s) listed below are indicated in each Section within the Summary of Coverages.

Loc #	Bldg #	Address	Description
0001		2834 Morningside Ct, Grand Junction, CO 81503-2125	

Liberty Mutual INSURANCE

Coverage is Provided In:
First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Declarations Schedule

Policy Number:
JKF (27) 70 96 36 82
Policy Period:
From 08/13/2026 To 08/13/2027
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at Insured Mailing Location

Named Insured & Mailing Address	Agent Mailing Address & Phone No.
MORNINGSIDE HOMEOWNERS ASSOCIATION INC 607 S 7TH ST GRAND JUNCTION, CO 81501-7734	(970) 464-5661 KNODE AND ASSOCIATES INSURANCE PO BOX 40 PALISADE, CO 81526-0040

SUMMARY OF COMMERCIAL GENERAL LIABILITY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S)

Coverage(s) and Exclusion(s) listed below apply, unless otherwise indicated with a Loc # or Bldg #. If a Loc# and/or Bldg# is shown next to a coverage or exclusion, that coverage or exclusion applies only to those Location(s) and/or Building(s).

N/A = Not Applicable

If "Deductible Liability" is shown in the schedule below that deductible applies to all of the coverage(s) and exclusion(s) listed unless otherwise indicated in the deductible column.

When "Included" is listed in the premium column, the premium is calculated as part of the GL premium.

A Retroactive Date may apply for certain coverages. Check the list below for details. (If left blank, the entry will be deemed the same as "From" as indicated in the Policy Period above.)

Limits displayed may either be included in or in addition to Commercial General Liability limits. Form language must be reviewed to determine application.

The Commercial General Liability premium shown in the Declarations is an advance premium.

Loc #	Bldg #	Coverage & Form Number	Deductible	Limit of Insurance	Premium
		Commercial General Liability Coverage Form - 1G0001FR - Each Occurrence		$1,000,000	$635.00
		Commercial General Liability - General Aggregate Limit (Other than Products - Completed Operations) - 1G0001FR		$2,000,000	Included
		Damage To Premises Rented To You - 1G0001FR - Any One Premises		$300,000	Included
		Medical Expenses - 1G0001FR - Any One Person		$15,000	Included
		Personal And Advertising Injury - 1G0001FR - Any One Occurrence		$1,000,000	Included
		Products - Completed Operations - 1G0001FR - Aggregate		$2,000,000	$0.00
		Supplementary Payments - Bail Bonds - 1G0001FR		$3,000	Included
		Supplementary Payments - Loss Of Earnings - 1G0001FR		$500	Included
		Amendment Of Insured Contract Definition - 1G2512FR	N/A	N/A	N/A
		Biometric Information Privacy Claim Exclusion - 1G1562FR	N/A	N/A	N/A

Declarations Schedule

Named Insured & Mailing Address

MORNINGSIDE HOMEOWNERS ASSOCIATION INC
607 S 7TH ST
GRAND JUNCTION, CO 81501-7734

Agent Mailing Address & Phone No.

(970) 464-5661
KNODE AND ASSOCIATES INSURANCE
PO BOX 40
PALISADE, CO 81526-0040

SUMMARY OF COMMERCIAL GENERAL LIABILITY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Deductible	Limit of Insurance	Premium
		Cap On Losses From Certified Acts Of Terrorism - 1G1523FR	N/A	See Form	$3.00
		Communicable Disease Exclusion - 1G1566FR	N/A	N/A	N/A
		Condominiums, Co-ops, Associations - Directors And Officers Liability Coverage - 1G0447FR	See Form	See Form	$206.00
		Cross Suits Liability Exclusion - 1G1507FR	N/A	N/A	N/A
		Cyber Incident Liability Exclusion - 1G1585FR	N/A	N/A	N/A
		Fungi Or Bacteria Exclusion - 1G1534FR	N/A	N/A	N/A
		Human Trafficking Exclusion - 1G1578FR	N/A	N/A	N/A
		Medical Payments At Your Request - 1G0403FR		See Form	N/A
		Nuclear Energy Liability Exclusion (Broad Form) - 1M1501FR	N/A	N/A	N/A
		PFC/PFAS Exclusion - 1G1560FR	N/A	N/A	N/A
		Primary and Noncontributory - 1G1001FR	N/A	N/A	N/A
		Punitive Damages Related To A Certified Act Of Terrorism Exclusion - 1G1531FR	N/A	N/A	N/A
		Punitive or Exemplary Damages Exclusion - 1G1583FR	N/A	N/A	N/A
		Sexual Misconduct Or Abuse Acts Exclusion - 1G1557FR	N/A	N/A	N/A
		Silica Or Silica-Related Dust Exclusion - 1G1535FR	N/A	N/A	N/A
		Tobacco, Tobacco Products, Nicotine, Nicotine Products, Or Electronic Smoking Devices Exclusion - 1G1552FR	N/A	N/A	N/A

Declarations Schedule

Named Insured & Mailing Address

MORNINGSIDE HOMEOWNERS
ASSOCIATION INC
607 S 7TH ST
GRAND JUNCTION, CO 81501-7734

Agent Mailing Address & Phone No.

(970) 464-5661
KNODE AND ASSOCIATES INSURANCE
PO BOX 40
PALISADE, CO 81526-0040

SUMMARY OF COMMERCIAL GENERAL LIABILITY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Deductible	Limit of Insurance	Premium
		Waiver of Transfer of Rights of Recovery Against Others To Us - When Required In A Contract Or Agreement With You - 1G2505FR	N/A	N/A	$79.00
		General Liability Expense Constant	N/A	N/A	$150.00

Declarations Schedule

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MORNINGSIDE HOMEOWNERS ASSOCIATION INC 607 S 7TH ST GRAND JUNCTION, CO 81501-7734	(970) 464-5661 KNODE AND ASSOCIATES INSURANCE PO BOX 40 PALISADE, CO 81526-0040

SUMMARY OF COMMERCIAL GENERAL LIABILITY CLASSIFICATION(S) BY LOCATION(S)

CLASSIFICATION(S) BY LOCATION(S)

Loc #	Class Code	GL Class Code Description	Exposure	Premium
0001	68500	Townhouse Associations including Homeowners Associations (association risk only)	31 (U)	
		Premise / Operations		$635.00

A=Acres, AD=Admissions, C=Cost, E=Each, GAL=Gallon, GS=Gross Sales, M=Member(s), P=Payroll, PE=Per Employee, R=Receipts, SP=Swimming Pools, SQ=Square Feet of Area, U=Units

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SUMMARY OF ADDITIONAL INSURED(S)

ADDITIONAL INSURED(S)

Additional insured(s) listed below apply to Commercial General Liability Coverage.

Additional Insured	Coverage Applicable	Premium
Additional Insured - Automatic Status By Contract - Ongoing Operations - 1G1011FR	N/A	$32.00
Additional Insured - Unit-Owners Of Townhouse Or Homeowner Associations - CG 20 17	See Form	N/A

Liberty Mutual. INSURANCE

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy or coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us", and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II – Who Is an Insured**.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend any insured or additional insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III – Limits of Insurance**; and

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

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

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under **1.** of **Section II – Who Is an Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred or to have begun to occur by any insured listed under **1.** of **Section II – Who Is an Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change, or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

a. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

"Bodily injury" or "property damage" arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal material or information, including:

(a) Patents, trade secrets, processing methods, customer lists;

(b) Financial information, credit card information;

(c) Health or medical information;

(d) Any other type of nonpublic material or information; or

(e) Personal data or information as defined by applicable law; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data and media data".

This exclusion applies even if damages claimed are for expenses to notify any person, organization, or other entity, credit monitoring expenses, identity monitoring expenses, data restoration expenses, extortion expenses, forensic expenses, public relations expenses, fines, penalties (including but not limited to, fees or surcharges from affected financial institutions), or any other loss, cost, or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information which is described in **(1)** or **(2)** above.

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

b. AIRCRAFT, AUTO, OR WATERCRAFT

"Bodily injury" or "property damage" arising out of:

(1) The ownership, maintenance, use, or entrustment to others of any aircraft, "auto", or watercraft owned or operated by, or rented, leased, or loaned to, any insured; or

(2) Any "auto" you do not own, lease, hire, rent, or borrow that is used in connection with your business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others, or any other business practices by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of any aircraft, "auto", or watercraft that is owned or operated by or rented, leased or loaned to any insured.

This exclusion does not apply to:

(3) A watercraft while ashore on premises you own or rent;

(4) A watercraft that is:

(a) Not owned by any insured;

(b) Less than 52 feet long; and

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(c) Not being used to carry persons or property for a charge;

(5) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by, rented, leased, or loaned to any insured;

(6) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft or watercraft;

(7) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(8) An aircraft that is:

(a) Not owned by any insured;

(b) Hired, chartered, or loaned with a trained paid crew;

(c) Commanded by a pilot who holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating them a commercial or airline pilot; and

(d) Not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent, or on any other basis, that would also apply to the loss covered under this provision.

c. ASBESTOS

(1) "Bodily injury" or "property damage" arising out of:

(a) Asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures including, but not limited to, manufacture, storage, processing, mining, use, sale, installation, removal, disposal, handling, or distribution activities; or

(b) Actual, alleged, threatened, or suspected inhalation, ingestion, absorption, migration, release, contact with, exposure to, existence of, or presence of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures, anywhere at any time, however caused.

(2) Any damages, loss, costs, or expenses arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures; or

(b) Claim or suit by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures.

d. CONTRACTUAL LIABILITY

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

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(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

e. CRIMINAL ACTS

"Bodily injury" or "property damage" arising out of a criminal act committed by or at the direction of any insured.

f. DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

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

(1) A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

g. DAMAGE TO PROPERTY

"Property damage" to:

(1) Property you own, rent, lease, or occupy, including any costs or expenses incurred by you, or any other person, organization, or entity, for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody, or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired, or replaced because "your work" was incorrectly performed on it.

Items **(1)**, **(3)**, and **(4)** above do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(7) Premises rented to you for a period of seven or fewer consecutive days; or

(8) Contents of premises rented to you for a period of seven or fewer consecutive days; or

(9) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than seven days.

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Items **(3)**, **(4)**, and **(6)** of this exclusion do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance**.

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

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

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

h. DAMAGE TO YOUR PRODUCT

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

i. DAMAGE TO YOUR WORK

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

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

j. EMPLOYER'S LIABILITY

"Bodily injury" to:

(1) An "employee" of any insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother, sister, sibling, or dependent of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(3) Whether any insured may be liable as an employer or in any other capacity; and

(4) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

k. EMPLOYMENT-RELATED PRACTICES

"Bodily injury" to:

(1) A person arising or allegedly arising out of any:

(a) Refusal to employ or promote a person;

(b) Termination of a person's employment;

(c) Employment-related practices, policies, acts, or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at a person; or

(2) The spouse, child, parent, brother, sister, sibling, or dependent of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in **(1)** above is directed.

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This exclusion applies:

(3) Whether the injury-causing event described in **(1)** or **(2)** above occurs before employment, during employment, or after employment of that person;

(4) Whether the insured may be liable as an employer or in any other capacity; and

(5) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

l. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended by, or at the direction of, any insured.

This exclusion applies even if:

(1) Such "bodily injury" or "property damage" is of a different kind or degree than expected or intended; or

(2) Such "bodily injury" or "property damage" is sustained by a different person or persons, entity, real or personal property than expected or intended.

However, this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

m. LIQUOR LIABILITY

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

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

(4) The supervision, hiring, employment, training, or monitoring of others by that insured; or

(5) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

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

n. MOBILE EQUIPMENT

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented, leased, or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

o. PERSONAL AND ADVERTISING INJURY

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

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p. POLLUTION

(1) "Bodily injury" or "property damage" arising out of the actual, alleged, threatened, or suspected discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion or inhalation of, contact with, exposure to, existence of, or presence of "pollutants":

(a) At or from any premises, site, or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site, or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site, or location and such premises, site, or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire";

(b) At or from any premises, site, or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site, or location in connection with such operations by such insured, contractor, or subcontractor. However, this does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids, or if such fuels, lubricants, or other operating fluids are brought on or to the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by such insured, contractor, or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire"; or

(e) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of, "pollutants".

(2) Any damages, loss, costs, or expenses arising out of any:

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(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

q. PROFESSIONAL LIABILITY

"Bodily injury" or "property damage" arising out of the rendering or failure to render of any professional service by or on behalf of any insured.

This includes but is not limited to:

(1) Legal, accounting, or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, and specifications;

(3) Supervisory, inspection, architectural, or engineering services;

(4) Medical, surgical, dental, X-ray, or nursing services treatment, advice, or instruction;

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

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

(7) Hearing aid services including but not limited to the selling, handling, prescribing, preparing, fitting, demonstrating, or distributing of hearing aid devices;

(8) Optical, optometry, or optometric services including but not limited to:

(a) Administration of eye or optical examinations, diagnosis, or general treatment or advice;

(b) Prescribing or fitting ophthalmic lenses to the eyes;

(c) Production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into the frames; or

(d) Preparing, selling, handling, demonstrating, or distributing of optical goods or products in connection with your business;

(9) Body piercing services (not including ear piercing);

(10) Tattooing, including but not limited to, inserting pigments in the skin;

(11) Computer or "electronic data processing equipment" design, consulting, or programming services including advice or instruction; or

(12) Services in the practice of pharmacy including but not limited to:

(a) Compounding, administering, prescribing, preparing, or distributing of pharmaceutical drugs;

(b) Administering vaccinations or immunizations;

(c) Advising and consulting customers; or

(d) Providing or failure to provide any home health care services.

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This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or any other business practices by an insured, if "bodily injury" or "property damage", arises out of the rendering or failure to render of any professional service by or on behalf of an insured.

This exclusion applies even if a professional service does not require licensing or registration.

r. RECALL OF PRODUCTS, WORK, OR IMPAIRED PROPERTY

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

s. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

t. WAR

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents;

(3) Seizure or destruction or use for a military purpose; or

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

Discharge of a nuclear weapon shall be deemed a warlike action even if accidental.

u. WORKERS' COMPENSATION AND SIMILAR LAWS

Any obligation for which an insured or insurer(s) of that insured may be held liable under a Workers Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law, regulation, or ordinance.

Exclusions **b.**, **f.**, **g.**, **h.**, **i.**, **j.**, **m.**, **n.**, **p.**, **r.**, **t.**, and **u.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

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COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. INSURING AGREEMENT

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend any insured or additional insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III – Limits of Insurance**; and

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

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

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

a. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

"Personal and advertising injury" arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal material or information, including:

(a) Patents, trade secrets, processing methods, customer lists;

(b) Financial information, credit card information;

(c) Health or medical information;

(d) Any other type of nonpublic material or information; or

(e) Personal data or information as defined by applicable law; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data and media data".

This exclusion applies even if damages claimed are for expenses to notify any person, organization, or other entity, credit monitoring expenses, identity monitoring expenses, data restoration expenses, extortion expenses, forensic expenses, public relations expenses, fines, penalties (including but not limited to, fees or surcharges from affected financial institutions), or any other loss, cost, or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material information which is described in **(1)** or **(2)** above.

b. ASBESTOS

(1) "Personal and advertising injury" arising out of:

(a) Asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures including, but not limited to, manufacture, storage, processing, mining, use, sale, installation, removal, disposal, handling, or distribution activities.

(b) Actual, alleged, threatened or suspected inhalation, ingestion, absorption, migration, release, contact with, exposure to, existence of, or presence of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures, anywhere at any time, however caused.

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(2) Any damages, loss, costs, or expenses arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures.

(b) Claim or suit by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures.

c. BREACH OF CONTRACT

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

d. CONTRACTUAL LIABILITY

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

e. CRIMINAL ACTS

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.

f. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an insured's use of an electronic chatroom, bulletin board, or any social media platform.

g. EMPLOYMENT-RELATED PRACTICES

"Personal and advertising injury" to:

(1) A person arising or allegedly arising out of any:

(a) Refusal to employ or promote a person;

(b) Termination of a person's employment;

(c) Employment-related practices, policies, acts, or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at a person; or

(2) The spouse, child, parent, brother, sister, sibling, or dependent of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in **(1)** above is directed.

This exclusion applies:

(3) Whether the injury-causing event described in **(1)** or **(2)** above occurs before employment, during employment, or after employment of that person;

(4) Whether the insured may be liable as an employer or in any other capacity; and

(5) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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h. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, TRADE DRESS, TRADE NAME, OR TRADE SECRET

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

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

i. INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing, or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content, or service provider.

However, this exclusion does not apply to **16.a.**, **16.b.**, and **16.c.** of "personal and advertising injury" under the Definitions section.

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

j. INTERNET ADVERTISEMENTS AND CONTENT OF OTHERS

"Personal and advertising injury" arising out of:

(1) Any "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images of others displayed within a frame or border on your web site; or

(4) Computer or "electronic data processing equipment" code, software, or programming used to enable:

(a) Your web site that is marketing the products or services of others; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

k. KNOWING VIOLATION OF RIGHTS OF ANOTHER

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

l. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

"Personal and advertising injury" arising out of oral or written "publication", of material, if done by or at the direction of the insured with knowledge of its falsity.

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m. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

"Personal and advertising injury" arising out of oral or written "publication", of material whose first "publication" took place before the beginning of the policy period.

n. POLLUTION

"Personal and advertising injury" arising out of the actual, alleged, threatened or suspected discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion, or inhalation of, contact with, exposure to, existence of, or presence of "pollutants".

o. POLLUTION-RELATED

Any damages, loss, cost, or expense arising out of any:

(1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of, "pollutants".

p. PROFESSIONAL LIABILITY

"Personal and advertising injury" arising out of the rendering or failure to render of any professional service by or on behalf of any insured.

This includes but is not limited to:

(1) Legal, accounting, or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, and specifications;

(3) Supervisory, inspection, architectural, or engineering services;

(4) Medical, surgical, dental, X-ray, or nursing services treatment, advice, or instruction;

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

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

(7) Hearing aid services including but not limited to the selling, handling, prescribing, preparing, fitting, demonstrating, or distributing of hearing aid devices;

(8) Optical, optometry, or optometric services including but not limited to:

(a) Administration of eye or optical examinations, diagnosis, or general treatment or advice;

(b) Prescribing or fitting ophthalmic lenses to the eyes;

(c) Production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into the frames; or

(d) Preparing, selling, handling, demonstrating, or distributing of optical goods or products in connection with your business;

(9) Body piercing services (not including ear piercing);

(10) Tattooing, including but not limited to, inserting pigments in the skin;

(11) Computer or "electronic data processing equipment" design, consulting, or programming services including advice or instruction; or

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(12) Services in the practice of pharmacy including but not limited to:

(a) Compounding, administering, prescribing, preparing, or distributing of pharmaceutical drugs;

(b) Administering vaccinations or immunizations;

(c) Advising and consulting customers; or

(d) Providing or failure to provide any home health care services.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or any other business practices by an insured, if "personal and advertising injury", arises out of the rendering or failure to render of any professional service by or on behalf of an insured.

This exclusion applies even if a professional service does not require licensing or registration.

q. QUALITY OR PERFORMANCE OF GOODS – FAILURE TO CONFORM TO STATEMENTS

"Personal and advertising injury" arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in your "advertisement".

r. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

s. RIGHT OF PRIVACY CREATED BY STATUTE

"Personal and advertising injury" arising out of the violation of an individual(s) right of privacy created by any federal, state, or local statute, ordinance, or regulation. This includes their amendments and additions that address right of privacy.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such federal, state, or local statute, ordinance, or regulation.

t. SECURITIES OR FINANCIAL INSTRUMENT

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds, financial instruments, or other securities.

u. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name, or metatag, or any other similar tactics to mislead another's potential customers.

v. VIOLATION OF ANTI-TRUST LAW

"Personal and advertising injury" arising directly or indirectly, caused in whole or in part out of a violation of any anti-trust law.

w. WAR

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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(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;

(3) Seizure or destruction or use for a military purpose; or

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

Discharge of a nuclear weapon shall be deemed a warlike action even if accidental.

x. WRONG DESCRIPTION OF PRICES

"Personal and advertising injury" arising out of the wrong description of the price of goods, products, or services stated in your "advertisement".

COVERAGE C – MEDICAL PAYMENTS

1. INSURING AGREEMENT

a. We will pay medical expenses incurred as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(4) The accident takes place in the "coverage territory" and during the policy period;

(5) The expenses are incurred and reported to us within three years of the date of the accident; and

(6) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray, and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing, and funeral services.

2. EXCLUSIONS

We will not pay expenses for "bodily injury":

a. ANY INSURED

To any insured, except "volunteer workers".

b. ATHLETICS ACTIVITIES

To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

c. HIRED PERSON

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

d. INJURY ON NORMALLY OCCUPIED PREMISES

To a person injured on that part of premises you own or rent that the person normally occupies.

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e. PRODUCTS-COMPLETED OPERATIONS HAZARD

Included within the "products-completed operations hazard".

f. WORKERS' COMPENSATION AND SIMILAR LAWS

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

g. COVERAGE A EXCLUSIONS

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor arrange for, finance, collateralize, or guarantee these bonds, regardless if the collateralization is characterized as premium or not.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement, or defense of the "suit";

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

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

g. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

h. The conditions set forth above, or the terms of the agreement described in **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of their employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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(b) To the spouse, child, parent, brother, sister, sibling, or dependent of that co-"employee" or "volunteer worker" as a consequence of **(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in **(a)** or **(b)** above; or

(d) Arising out of their providing or failing to provide professional health care services.

However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision **(d)** does not apply.

(2) "Property damage" to property:

(a) Owned, occupied, or used by;

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

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

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

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. NEWLY ACQUIRED OR FORMED ORGANIZATION

Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

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b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", except for, the products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

4. Subject to **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" arising out of any one "occurrence".

Non-Cumulation of Liability – Same Occurrence – if one "occurrence" causes "personal and advertising injury" during the policy period and during the policy period of one or more prior, or future, general liability policies issued to you by us, then this policy's Personal And Advertising Injury Limit will be reduced by the amount of each payment made by any Liberty Mutual underwriting company under the other Policies because of such "occurrence".

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Non-Cumulation of Liability – Same Occurrence – if one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior, or future, general liability policies issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by any Liberty Mutual underwriting company under the other Policies because of such "occurrence".

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregated Limits of Insurance. However, the Each Occurrence Limit is the most we will pay for damages and Medical Expenses because of all "bodily injury" and "property damage" arising out of any one "occurrence", and the Personal and Advertising Injury Limit is the most we will pay for damage because of all "personal and advertising injury" arising out of any one "occurrence", regardless of the length of the policy period.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. BANKRUPTCY

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

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2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM, OR SUIT

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

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

(1) How, when, and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses;

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense; and

(4) Any other pertinent information related to the "occurrence" or offense.

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

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

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

d. Additionally, in the event of an "occurrence", "suit", claim, or offense, you must:

(1) Agree to examinations under oath at our request;

(2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records; and

(3) In the event of an examination, an insured's answers must be signed.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

f. The above duties in **a.** and **b.** only apply when the "occurrence" or offense is known or reasonably should be known to any insured listed in **1.** of **Section II – Who Is an Insured**, or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

3. LEGAL ACTION AGAINST US

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

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

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4. OTHER INSURANCE

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. EXCESS INSURANCE

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent, or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance, or similar coverage for "your work";

(ii) That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protection systems for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **2.b.** of **Section I – Coverages**, **Coverage A – Bodily Injury and Property Damage Liability**.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. METHOD OF SHARING

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

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5. SEPARATION OF INSUREDS

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

6. WHEN WE DO NOT RENEW

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

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

7. GENERAL LIABILITY VALUE UP

If we renew your policy, we may adjust certain exposure estimates (such as sales and payroll) to reflect inflationary and market trends. Those estimates are used to calculate your premium for future renewals.

This may impact the premium we charge for your future renewal and other associated charges.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease;

sustained by a person, and, if arising out of the above, mental anguish or death at any time.

4. "Coverage territory" means:

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

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

5. "Electronic data and media data" means:

   a. Data stored on, created, or used on, or transmitted to or from software (including systems and applications software) on any electronic media or other storage media including, but not limited to hard or floppy disks, CD-ROMS, DVDs, flash memory, tapes, drives, cells, data processing devices, or any other repositories used with electronically controlled equipment;

   b. The electronic media on which the data is stored; and

   c. Programming records and instructions used with "electronic data processing equipment".

   "Electronic data and media data" does not mean prepackaged software.

6. "Electronic data processing equipment" means:

   a. Electronic data processing equipment used in your data processing operations including, but not limited to computers, servers, facsimile machines, word processors, multi-functional telephone equipment, laptop, and other portable devices, digital assistants; and

   b. Any component parts or peripherals of such equipment, including related surge protection devices.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws, or any other similar governing document.

9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

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

11. "Insured contract" means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

    b. A sidetrack agreement;

    c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

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f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;

(2) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural, or engineering activities.

12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

13. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";

b. While it is in or on an aircraft, watercraft, or "auto"; or

c. While it is being moved from an aircraft, watercraft, or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or "auto".

14. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers, or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers, or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

15. "Occurrence" means:

a. With respect to "bodily injury" or "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. With respect to "personal and advertising injury", an offense or series of related offenses.

16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention, or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;

d. Oral or written "publication", of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;

e. Oral or written "publication", of material that violates a person's right of privacy;

f. Oral or written "publication", of material that:

(1) Misappropriates a person's name, voice, photograph, or likeness; or

(2) Unreasonably places a person in a false light.

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

h. Infringing upon another's copyright, or slogan in your "advertisement".

17. "Pollutants" mean any solid, liquid, gaseous, thermal, auditory, or olfactory irritant or contaminant, including but not limited to smoke, vapor, soot, silt, dust, sediment, fumes, acids, alkalis, chemicals, metals, odors, noise or sound, hazardous substances, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

18. "Products-completed operations hazard":

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

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment, or abandoned or unused materials.

19. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

20. "Publication" means an insured's act of disseminating or broadcasting material or information, including disseminating or broadcasting by electronic or digital means. It does not include the wrongful appropriation, interception, or retrieval of material or information by a third party, or the insured's dissemination or broadcasting of material or information to a person who is the subject of the material or the information.

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

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates their work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

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b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts, or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS AT YOUR REQUEST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE C – MEDICAL PAYMENTS

The following is added to **1. Insuring Agreement**:

If medical payments or medical expenses are not otherwise excluded from the policy, medical expenses will be paid only if an insured has requested that we pay such expenses.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUMS, CO-OPS, ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY COVERAGE (CLAIMS-MADE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE AND CONTAINS DEFENSE WITHIN LIMITS

THIS MEANS THAT COVERAGE IS LIMITED TO CLAIMS FOR DAMAGES ARISING SUBSEQUENT TO THE RETROACTIVE DATE SHOWN IN THE SCHEDULE FOR THIS COVERAGE AND FIRST MADE AGAINST ANY INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THIS ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS, AND THE LIMITS OF INSURANCE WILL BE REDUCED BY THE PAYMENT OF DEFENSE COSTS

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY

SCHEDULE

Named Association:	MORNINGSIDE HOMEOWNERSASSOCIATION INC
Directors and Officers Liability Annual Aggregate Limit of Insurance:	$1,000,000
Deductible:	$2,500
Pending or Prior Litigation Date:	08/13/2026
Retroactive Date:	08/13/2026
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION I – COVERAGES

The following is added:

1. INSURING AGREEMENT

a. MANAGEMENT LIABILITY

(1) We will pay on behalf of an "insured person" any "loss" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during an Extended Reporting Period, as described in this endorsement, except to the extent that the "association" has indemnified the "insured person" for such "loss".

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

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

(a) Such spousal status; or

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

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

However, item **(2)** above does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

(3) This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

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

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

However, item **(3) above** only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency, or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions, and exclusions.

b. ASSOCIATION REIMBURSEMENT

We will pay on behalf of the "association" any "loss" first made against any "insured person" for which the "association" is permitted or required by law to indemnify the "insured persons", and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under **1.(2)b.** Above), during the policy period or during an Extended Reporting Period, as described in this endorsement.

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

c. ASSOCIATION LIABILITY

We will pay on behalf of the "association" any "loss" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during an Extended Reporting Period, as described in this endorsement.

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

2. DEFENSE AND SETTLEMENT

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

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to **2.** of **Section IV – Conditions** of this endorsement, or notice of such "wrongful act" or "interrelated wrongful acts" was first reported.

For purposes of this endorsement, **2. Exclusions** is deleted and replaced by the following:

3. EXCLUSIONS

This insurance does not apply to any "loss" resulting from any "claim":

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a. **ABSOLUTE ASBESTOS HAZARD**

Directly or indirectly actually or allegedly arising out of or in any way related to an "asbestos hazard". We will not pay for "loss", judgments, settlements, damages, costs, or any expenses that:

(1) May be awarded or incurred by reason of any "claim" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(2) Arise out of any request, demand, order, or statutory or regulatory requirement to test for, monitor, abate, clean up, remove, encapsulate, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of an "asbestos hazard"; or

(3) Arise out of any "claim" for "loss" because of testing for, monitoring, abating, cleaning up, removing, encapsulating, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of an "asbestos hazard".

b. **ABSOLUTE LEAD HAZARD**

Directly or indirectly actually or allegedly arising out of or in anyway related to a "lead hazard". We will not pay for "loss", judgments, settlements, damages, costs, or any expenses that:

(1) May be awarded or incurred by reason of any "claim" or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which a rises out of or would not have occurred in whole or in part but for the "lead hazard"; or

(2) Arise out of any request, demand, or order to:

(a) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, remediate, dispose of, or mitigate or in any way respond to or assess the effects of the "lead hazard" in any form and from any source; or

(b) Repair, replace or improve any property as a result of such effects.

(3) A rise out of any "claim" for damages because of:

(a) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, remediating, disposing, mitigating, or in any way responding to or assessing the effects of the "lead hazard"; or

(b) Repairing, replacing, or improving any property as a result of such effects.

c. **BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY, MENTAL OR EMOTIONAL DISTRESS**

For "bodily injury", "property damage", "personal and advertising injury", mental, or emotional distress.

d. **BUILDING, DEVELOPMENT, SPONSOR LIABILITY**

Arising out of, relating to, directly or indirectly resulting from or in consequence of, or in anyway involving any actual or alleged liability of the "association" or an "insured person", in whole or in part, in the capacity as a builder or developer, or in the capacity of a declarant or sponsor of the "association", or of an "insured person" affiliated with such a builder, developer, declarant, or sponsor, and which is related to actual or alleged misconduct on the part of such builder, developer, declarant, or sponsor, including but not limited to actual or alleged conflict of interest, self-dealing, or disputes concerning conversion, construction or development, concealment of defects, financial misconduct, or failure to properly allocate funds for the maintenance of the common areas or units for which the "association" is responsible.

e. **CLAIMS BY INSURED**

Brought by or on behalf of the "association" or any "insured person", in any capacity, except a "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance, or participation of any "insured person" or the "association".

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f. CONSTRUCTION DEFECTS

(1) Based upon, arising out of, relating to, directly or indirectly resulting from, or in consequence of, or in any way involving actual or alleged "construction defect(s)"; or

(2) Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any "construction defect".

g. CONTRACTUAL LIABILITY

For liability under or breach of any oral, written, or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:

(1) The"association" would have been liable in the absence of such contractor agreement; or

(2) "Claims expense".

h. DISHONEST, FRAUDULENT, CRIMINAL, OR MALICIOUS ACT

A rising out of any dishonest, malicious, fraudulent, or deliberately criminal actor any willful violation of any statute or regulation.

i. EMPLOYMENT-RELATED PRACTICES

A rising out of any "employment-related practices".

j. FINES OR PENALTIES

Fines or penalties imposed by law.

k. FUNGI OR BACTERIA

(1) Arising out of the actual, alleged, threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on, in or within, or emitting from, a building or structure, pool, tub, or other water-containing fixture, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such "loss"; or

(2) Arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

l. ILLEGAL DISCRIMINATION, ERISA, ANTITRUST

Any liability or legal obligation of you or any "insured person" arising out of any of the following:

(1) Any federal, state, county, municipal, or local law, ordinance, order, directive, or regulation barring discrimination, including but not limited to those based upon race, color, nation origin, ancestry, citizenship, gender, sexual orientation, marital status, religion, or religious belief, age, economic status, income, medical condition, pregnancy, parenthood, or mental or physical disability;

(2) For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local, or statutory law or common law;

(3) Any state, federal or governmental antitrust statue or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky Law; or

(4) Any other similar statutes, ordinances, orders, directive, or regulations.

m. ILLEGAL FINANCIAL GAIN

Arising out of the gaining of any profit, remuneration, or advantage to which any insured was not legally entitled.

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n. INSURANCE

Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.

o. PENDING OR PRIOR LITIGATION

Arising out of any demand, "suit", or other proceeding against any insured which was pending on or existed prior to the applicable Pending or Prior Litigation Date shown in the Schedule of this endorsement, or arising out of the same or substantially the same facts, circumstances, or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.

p. POLLUTION HAZARD

Arising out of:

(1) The actual, alleged, threatened, or suspected discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion, or inhalation of, contact with, exposure to, existence of, or presence of "pollutants" at any time;

(2) Any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of, "pollutants"; or

(3) A "claim" made or "suit" brought by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in anyway responding to, or assessing the effects of, "pollutants";

including without limitation any "claim" by or on behalf of the "association".

q. PRIOR ACTS OR NOTICE

A rising out of "wrongful acts" or "interrelated wrongful acts" alleged or contained in any "claim" which:

(1) Occurred before the Retroactive Date, if any, shown in the Schedule of this endorsement; or

(2) Has been reported, or in any circumstance of which notice has been given:

(a) During a prior policy period of this policy; or

(b) Under any insurance policy of which this policy is a replacement.

r. PROFITS OR LOSSES

Profits or losses, including accounting thereof, resulting from the purchase or sale of any investments.

s. PUNITIVE OR EXEMPLARY DAMAGES

For "punitive or exemplary damages", however, if a "suit" is brought against an "insured person" or "association" with respect to a "claim" for acts or alleged acts falling within the coverage of this endorsement, seeking both compensatory and "punitive or exemplary damages", then we will provide a defense to such action without liability for such "punitive or exemplary damages".

t. SALARIES

"Claims"or"suits"a rising out of salaries, compensation, or bonuses of employees, directors, or officers.

u. SERVICE TO OTHER ENTITIES

Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.

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v. SEXUAL MOLESTATION

Arising out of "wrongful acts" based upon any actual, alleged, attempted, proposed, or threatened sexual molestation, abuse, assault, or battery, whether or not intentional, of any natural person. This exclusion applies regardless of the legal theory or basis upon which an "insured person" is alleged to be liable, including but not limited to assertions of improper or negligent employment, continued employment, investigation, failure to investigate, supervision or failure to supervise, reporting to the proper authorities or failure to report of a person whose conduct would be excluded by this paragraph.

w. WORKERS' COMPENSATION AND SIMILAR LAWS

Any obligation for which an "association" or "insured persons" may be held liable under a Workers Compensation, Unemployment Compensation, or Disability Benefits Law, or under any similar law, regulation, or ordinance.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this provision.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

For the purposes of the coverage provided by this endorsement, section **Supplementary Payments – Coverages A and B** does not apply.

SECTION II – WHO IS AN INSURED

For the purposes of the coverage provided by this endorsement, **Section II – Who is an Insured** is deleted and replaced by the following:

1. The "association" is an insured.
2. "Insured persons" are insureds.

SECTION III – LIMITS OF INSURANCE

For purposes of this endorsement, **Section III – Limits of Insurance** is deleted and replaced by the following:

1. The most we will pay for the sum of all "loss" under **1. Insuring Agreement is** the Directors and Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement. This limit applies regardless of the number of:

   a. Insureds;

   b. "Claims" made or "suits" brought;

   c. Persons, organizations, or government agencies making "claims" or bringing "suits"; or

   d. "Wrongful Acts" which result in a "loss".

   If the Directors and Officers Liability Annual Aggregate Limit of Insurance is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement.

2. The Directors and Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for all damages because of a "wrongful act" committed during the term of this policy.

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

3. **DEDUCTIBLE**

   Subject to item **1.** and **2.** of **Section III – Limits of Insurance**, we will pay only that amount of "loss" which is in excess of the deductible shown in the Schedule of this endorsement. The deductible will be borne by the insureds, uninsured, and at their own risk. A single deductible will apply to all "loss" resulting from all "claims" alleging the same "wrongful acts" or "interrelated wrongful acts".

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We may pay all or part of the deductible in order to settle any "claim" or "suit". You will pay us promptly for any deductible amount we pay. If the "association"is permitted or required by law to indemnify an "insured person" for "loss", but fails or refuses, other than for reason of "financial insolvency", then our payment for such"loss" will not be subject to any deductible and the "association" shall be responsible for, and shall hold us harmless from, and shall reimburse us for such "loss" up to the deductible shown in the Schedule of this endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

For purposes of this endorsement, **2. Duties in the Event of Occurrence, Offense, Claim, or Suit** is deleted and replaced by the following:

2. DUTIES IN THE EVENT OF A WRONGFUL ACT, CLAIM, OR SUIT

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

(1) How, when, and where the "wrongful act" took place;

(2) The names and addresses of any person involved in the specific "wrongful act", including names, and addresses of the potential claimants;

(3) Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";

(4) The nature of the alleged or potential damages arising from such specific "wrongful act"; and

(5) The circumstances by which the insureds first became aware of the specific "wrongful act".

b. If a "claim" is received by any insured, you must:

(1) Immediately record the specifics of the "claim" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim"; and

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

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

For the purposes of this endorsement, the following is added:

CONSENT TO SETTLE

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

For the purposes of this endorsement, the following section is added:

EXTENDED REPORTING PERIOD

a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:

(1) This endorsement is cancelled or not renewed for any reason; or

(2) We renew or replace this endorsement with insurance that:

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(a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(b) Does not apply to "wrongful acts" on a claims-made basis.

b. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" to which the following applies:

(1) The"claim" is first made during an Extended Reporting Period;

(2) The"wrongful act" occurs before the end of the policy period; and

(3) The"wrongful act" did not commence before the Retroactive Date.

Once in effect, Extended Reporting Periods may not be cancelled by us, except for fraud.

c. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

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

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

d. A Supplemental Extended Reporting Period of five years is available, but only by endorsement and for an extra premium charge. This supplemental period starts when the Basic Extended Reporting Period set forth in **2.c.** above, ends.

e. You must give us a written request for the Supplemental Extended Reporting Period within 60 days after the end of the policy period or the effective date of cancellation, whichever comes first.

f. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this endorsement.

g. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

(1) The exposures insured;

(2) Previous types and amounts of insurance;

(3) Limit of Insurance available under this endorsement for future payment of damages; and

(4) Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased. Upon payment, this endorsement may not be cancelled by us, except for fraud. The premium for the Supplemental Extended Reporting Period endorsement will be deemed to be fully earned when the endorsement takes effect.

h. If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental extended reporting period aggregate limit of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit of Insurance will be equal to the dollar amount shown in the Schedule of this endorsement as the Directors and Officers Liability Annual Aggregate Limit of Insurance.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
2. "Association" means the entity named in the Schedule of this endorsement as the named association.

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3. "Claim" means:

   a. A written demand for monetary damages or non-monetary relief against any insured;

   b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;

   c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or

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

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

4. "Claims expenses" means that part of a "loss" consisting of reason able and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment, or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits, or expenses of any "insured person".

5. "Construction defect(s)" shall mean 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. Defective, inadequate or insufficient materials;

   e. Construction, manufacture, or assembly of any tangible property;

   f. The failure to provide or pay for any construction-related goods or services; or

   g. The supervision or management of any construction-related activities.

6. "Employment-related practices" means any actual or alleged:

   a. Refusal to employ or promote a person;

   b. Dismissal, discharge, or termination of employment;

   c. Practices, policies, acts, or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at a person;

   d. Breach of any implied employment contract;

   e. Employment-related misrepresentation;

   f. Violation of any federal, state, or local statute, regulation, ordinance, or common law concerning employment or discrimination in employment;

   g. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;

   h. Wrongful reference, discipline, or deprivation of a career opportunity;

   i. Failure to adopt adequate workplace or employment policies and procedures; or

   j. Illegal retaliatory treatment.

   "Employment-related practices" includes any consequential injury or damages to a spouse, child, parent, brother, sister, sibling, or dependent of a person whom any of the employment-related practices described in this definition is directed.

7. "Financial insolvency" means the status of the "association" resulting from:

   a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator, or similar official to control, supervise, manage, or liquidate the "association"; or

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b. The "association" becoming a debt or in possession.

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

9. "Insured person" means any former, present, or future:

a. Director, officer, trustee, "employee", or "volunteer worker" of the "association";

b. Temporary or "leased workers";

c. Executive board or committee members; or

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

10. "Interrelated wrongful act" means all causally connected "wrongful acts".

11. "Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.

12. "Loss" means "claims expenses", damages, settlement amounts, legal fees, and costs awarded pursuant to judgments.

"Loss" does not include:

a. Civil or criminal fines or penalties imposed by law;

b. "Punitive or exemplary damages,"the multiplied portion of multiplied damages;

c. Any amounts other than "claims expense," which an insured is obligated to pay as a result of a "claim" seeking relief or redress in any form other than monetary damages;

d. Taxes; or

e. Matters that are uninsurable pursuant to applicable law.

13. "Punitive or exemplary damages"means damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize, or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages.

14. "Wrongful act"means:

a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission, or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.

b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect, or breach of duty, omission, or act by the "association".

"Wrongful act" does not include "employment-related practices".

For purposes of this endorsement, item **21.** is deleted and replaced by the following:

21. "Suit" means a civil proceeding in which damages because of a "wrongful act"to which this insurance applies are alleged. "Suit" includes:

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following is added to **4.a. Primary Insurance**:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

(1) You have agreed in a written contract or written agreement that this insurance is primary and non-contributory; and

(2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed subsequent to the execution of such contract or agreement.

The following is added to **4.b. Excess Insurance**:

(1) When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over the "additional insured's own insurance".

(2) Regardless of the written contract or written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent, or on any other basis for which the additional insured has been added as an additional insured on other policies.

SECTION V – DEFINITIONS

For purposes of this endorsement the following is added:

"Additional insured's own insurance" means any other insurance for which the additional insured is designated as a Named Insured.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS BY CONTRACT – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

For purposes of this endorsement, the following are added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

ADDITIONAL INSURED

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising from the sole negligence of the additional insured.

(2) "Bodily injury", "property damage", or "personal and advertising injury" that occurs prior to you commencing operations at any location where such "bodily injury", "property damage", or "personal and advertising injury" occurs.

(3) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render of any professional architectural, engineering, or surveying services, including:

(a) The preparing, approving, editing of, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals, or instructions;

(b) Supervisory, inspection, quality control, architectural, engineering, surveying, or services activities;

(c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service; and

(d) Monitoring, sampling, or testing service necessary to perform any of the services included in **(a)**, **(b)**, or **(c)** above.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others, or any other business practices by an insured, if "bodily injury", "property damage", or "personal and advertising injury", arises out of the rendering or failure to render of any professional services.

(4) "Bodily injury", "property damage", or "personal and advertising injury" occurring after:

(a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, abandoned, or otherwise left incomplete; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(5) Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made a part of this policy.

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SECTION II – WHO IS AN INSURED

For purposes of this endorsement, the following is added:

ONGOING OPERATIONS

Any person or organization whom you have agreed to add as an additional insured on your policy in a written contract, written agreement, or because of a permit issued by a state or political subdivision, provided that the "bodily injury", or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured that are the subject of the written contract or written agreement; or

b. The ownership, maintenance, or use by you of premises or facilities rented or leased to you by such person or organization; or

c. The maintenance, operation, or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision.

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "products completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded to such additional insured described above:

e. Only applies to the extent permitted by law; and

f. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to **a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

g. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, abandoned, or otherwise left incomplete; or

h. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to **b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respect to **c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

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SECTION III – LIMITS OF INSURANCE

For purposes of this endorsement, the following is added:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

For purposes of this endorsement, the following is added to **2. Duties in the Event of Occurrence, Offense, Claim, or Suit**:

An additional insured under this endorsement must:

(1) Cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions;

(2) See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim or "suit"; and

(3) Tender the defense and indemnity of any "suit" to all insurers who also have insurance available to the additional insured in compliance with the terms of this endorsement.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" from the additional insured.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

CROSS SUITS LIABILITY

This insurance does not apply to any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "bodily injury", "property damage", or "personal and advertising injury".

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

SECTION III – LIMITS OF INSURANCE

The following is added:

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 a pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS of the Commercial General Liability Coverage Form

SECTION VI – EMPLOYMENT PRACTICES LIABILITY CONDITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement, the following is added:

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 injury, damage, damages, claims, suits, wrongful acts, losses, or employment practices that are otherwise excluded under this Coverage Part.

SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form

SECTION VIII – DEFINITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement, the following is added:

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

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

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

All other provisions of this policy apply.

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PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

SECTION I – COVERAGES

The following exclusion is added:

TERRORISM PUNITIVE DAMAGES

This insurance does not apply to damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS of the Commercial General Liability Coverage Form

SECTION VI – EMPLOYMENT PRACTICES LIABILITY CONDITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement, the following is added:

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 injury, damage, damages, claims, suits, wrongful acts, losses, or employment practices that are otherwise excluded under this Coverage Part.

SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form

SECTION VIII – DEFINITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement, the following is added:

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

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The following is added to **2. Exclusions**:

FUNGI OR BACTERIA

(1) "Bodily injury" or "property damage" arising out of the actual, alleged, threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on, in, or within, or emitting from, a building or structure, pool, tub, or other water-containing fixture, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

(2) Any damages, loss, cost, or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions**:

FUNGI OR BACTERIA

(1) "Personal and advertising injury" arising out of the actual, alleged, threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on, in or within, or emitting from, a building or structure, pool, tub, or other water-containing fixture, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury.

(2) Any damages, loss, cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

SECTION V – DEFINITIONS

The following is added:

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

All other provisions of this policy apply.

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SILICA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

SILICA

This insurance does not apply to:

(1) Any liability, damages, loss, or injury, arising out of, or allegedly caused in whole or in part by "silica risks".

(2) Any demand, claim, or "suit" against any insured of which any part alleges liability, damages, loss, or injury, arising out of, or allegedly caused in whole or in part by "silica risks".

(3) Any damages, loss, costs, or expenses arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of "silica risks".

(b) Claim or suit by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of "silica risks".

SECTION V – DEFINITIONS

The following is added:

"Silica risks" means the inhalation of or exposure to silica at any time, in any form, alone or combined with any other substances or factors, whether included as a component part of a product or otherwise.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOBACCO, TOBACCO PRODUCTS, NICOTINE, NICOTINE PRODUCTS, OR ELECTRONIC SMOKING DEVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

TOBACCO, TOBACCO PRODUCTS, NICOTINE, NICOTINE PRODUCTS, OR ELECTRONIC SMOKING DEVICES

"Bodily injury", "property damage", or "personal and advertising injury" arising, or allegedly arising, in whole or in part, either directly or indirectly, out of the:

(1) Inhalation, consumption, ingestion, absorption, use, possession, sale, design, manufacture, storage, processing, labeling, packaging, importing, exporting, maintenance, repair, serving, furnishing, removal, disposal, handling, testing, distribution, transportation, marketing, advertising, existence, of; or

(2) Exposure, direct, or secondhand, to;

"tobacco or tobacco products", "nicotine or nicotine products", or "electronic smoking devices"; either alone or in combination with other substances, goods, or products.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Electronic smoking device" includes, but is not limited to any electronic or any other:

a. Cigarette;

b. Cigar;

c. Cigarillo;

d. Hookahs;

e. Pipe;

f. Vapor product or personal vaporizer;

g. Mist inhalers;

h. Atomizer;

i. Device, by whatever name known, that delivers nicotine or is used to inhale any substance;

j. Component, part, accessory, charging device, or battery used in connection with any such device;

k. Substance, chemical, mineral, or other material, good, or product that may be used with any such device; or

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l. By-products or residues emanating from such device.

2. "Nicotine or nicotine product" includes, but is not limited to any:

a. Nicotine, nicotine in any form, or product that contains nicotine;

b. Substance or ingredient used in a nicotine product or sprayed on or applied to a natural source of nicotine;

c. Nicotine cessation or replacement good, product, service, advice, or instruction;

d. Synthetic nicotine, in any form;

e. By-products or residues of "nicotine or nicotine products";

f. Device used for the absorption, consumption, ingestion, inhalation, or delivery of nicotine, or any container, material, part, equipment, or accessory furnished in connection with such device;

g. Warranty or representation made at any time with respect to the fitness, quality, durability, performance, or use of natural or synthetic nicotine, or with respect to any good or product that contains natural or synthetic nicotine; or

h. Providing of or failure to provide warnings or instructions with respect to natural or synthetic nicotine, or with respect to any good or product that contains natural or synthetic nicotine.

3. "Tobacco or tobacco product" includes, but is not limited to any:

a. Tobacco, in any form, including raw, cured, chewing, snuff, pipe, smokeless tobacco, or any product that contains tobacco;

b. Substance or ingredient used in a tobacco product or sprayed on or applied to tobacco;

c. Tobacco cessation or replacement good, product, service, advice, or instruction;

d. Filter, paper, tip, additives, flavorings, pipe, wrapper, or any other tobacco-related accessory;

e. By-products or residue of "tobacco or tobacco products";

f. Device used for the absorption, consumption, ingestion, inhalation, or delivery of tobacco, or any container, material, part, equipment, or accessory furnished in connection with such device;

g. Warranty or representation made at any time with respect to the fitness, quality, durability, performance, or use of tobacco, or with respect to any good or product that contains tobacco; or

h. Providing of or failure to provide warnings or instructions with respect to tobacco, or with respect to any good or product that contains tobacco.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL MISCONDUCT OR ABUSIVE ACTS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

SEXUAL MISCONDUCT OR ABUSIVE ACTS

Any liability, damages, loss, injury, demand, claim, or "suit" arising out of, caused by, or allegedly caused by, in whole or in part by the:

(1) Actual, alleged, or threatened "sexual misconduct" or "abusive acts";

(2) An act or omission in connection with conduct excluded by **(1)** above, including, but not limited to, actual or alleged:

(a) Failure to post notices as required by any applicable judicial, statutory, regulatory, or other legal measure of any nation, province, state, municipality, or other governmental division or subdivision, or any Native American tribe or tribal nation;

(b) Failure to offer, provide, or require attendance at training designed to identify and prevent "sexual misconduct" or "abusive acts"; or

(c) Failure or inadequacy of any controls, practices, training, procedures, or security designed to identify or prevent "sexual misconduct" or "abusive acts";

(3) Negligence or other wrongdoing in the supervision, hiring, employment, retention, monitoring, investigation, or training, of any persons related to the conduct excluded by **(1)** or **(2)** above, or the reporting or failure to report to proper authorities conduct excluded by **(1)** or **(2)** above, or the failure to protect others from the conduct excluded by **(1)** or **(2)** above;

(4) Any allegations that are based on an alleged practice, custom or policy, including but not limited to any allegation that a person's civil rights have been violated in connection with conduct excluded by **(1)**, **(2)**, or **(3)** above;

(5) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services in connection with the conduct excluded by **(1)** or **(2)** above; or

(6) Oral or written publication, in any manner, of material that violates a person's right of privacy in connection with the conduct excluded by **(1)** or **(2)** above.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Abusive act" means any act or series of acts of actual, alleged, or threatened cruelty or violent treatment of a non-sexual nature of a person in any manner, whether oral, verbal, physical, financial, or psychological.

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2. "Sexual misconduct" means any act or series of actual, alleged, or threatened acts of misconduct that is of a sexual nature involving any person or persons and committed by one or more persons.

   "Sexual misconduct" includes but is not limited to:

   a. Sexual intercourse, including but not limited to any kind of sexual penetration, of any bodily orifice or part;

   b. Molestation, abuse;

   c. Assault, physical touching, contact including but not limited to any, kissing or fondling of any bodily part, including but not limited to genitalia;

   d. Harassment, advances;

   e. Victimization, exploitation, requests for favors;

   f. Coercion to engage in sexual activities;

   g. Exhibitionism, voyeurism;

   h. Verbal or non-verbal communication; or

   i. Showing or sharing of text, pictures, drawings, audio, video, or digital content.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

The following exclusion is added:

PERFLUORINATED COMPOUNDS OR PER- AND POLYFLUOROALKYL SUBSTANCES

(1) Any liability arising out of the actual, alleged, threatened, or suspected discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion or inhalation of, contact with, exposure to, existence of, or presence of "PFC/PFAS"; or

(2) Any loss, cost, or expense arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of "PFC/PFAS"; or

(b) Claim or suit by or on behalf of any governmental authority or any other, person, entity, or organization for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, remediating, disposing of, or in any way assessing the effects of "PFC/PFAS".

This exclusion applies whether the substances listed above are alone or combined with any other substances or factors, whether included as a component part of a product or otherwise.

This exclusion applies regardless of whether such exposure occurs within or outside a building.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following is added:

"PFC/PFAS" means perfluorinated compounds (PFC) or per- and polyfluoroalkyl substances (PFAS) including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorononanoic acid (PFNA), perfluorobutyric acid (PFBA), perfluorobutane sulfonic acid (PFBS), perfluoropentanoic acid (PFPeA), perfluorohexane sulfonic acid (PFHxS), GenX, C8 (perfluorinated carboxylic acid), ADONA, perfluorohexanoic acid (PFHxA),perfluoroheptanoic acid (PFHpA), perfluorooctane sulfonamide (PFSOA), perfluorodecanoic acid, (PFDA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTrDA), perfluorotetradecanoic acid (PFTeDA), or 6:2 fluorotelomer sulfonate (6:2 FTS) or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFC-related or PFAS-related damages, expense, loss, demand, claim, liability, or legal obligation.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BIOMETRIC INFORMATION PRIVACY CLAIM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

SECTION I – COVERAGES

The following exclusion is added:

BIOMETRIC INFORMATION PRIVACY CLAIM

This insurance does not apply to any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate any federal, state, local, province, Native American tribe or tribal nation law, or other governmental division or subdivision law that regulates or restricts the collection, storage, use, conversion, retention, sharing and/or publication in any manner, and/or disposal of "biometric information", including, but not limited to, violations of any notifications, disclosures, sale, or authorizations related to such "biometric information".

SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form

SECTION VIII – DEFINITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement the following is added:

"Biometric information" means any:

a. Biometric identifier including, but not limited to, a retina or iris scan, fingerprint, handprint, voiceprint, scan of hand, finger, ear, or face geometry, eye or finger vein verification, handwriting or signature, deoxyribonucleic acid (DNA), or any other personally identifiable measurable biological, physiological, behavioral, or immutable characteristic of an individual or individuals; or

b. "Biometric information", including any information, regardless of how captured, converted, stored, or shared, which is based on biometric identifiers used to identify an individual.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

COMMUNICABLE DISEASE

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the actual or alleged transmission of an "infectious or communicable disease";

(2) Any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, detoxify, or neutralize, or in any way respond to or assess the effects of an "infectious or communicable disease"; or

(3) Any claim or suit by or on behalf of any government authority or any other person, entity, or organization for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, an "infectious or communicable disease".

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

(4) Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a "infectious or communicable disease";

(5) Testing for an "infectious or communicable disease";

(6) Failure to warn of an "infectious or communicable disease";

(7) Failure to prevent the spread of the "infectious or communicable disease"; or

(8) Failure to report the "infectious or communicable disease" to authorities.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following is added:

"Infectious or communicable disease" means any illness or contamination resulting from a pathogen, infectious agent, or their by-products that occurs through the direct or indirect transmission by an infected human or animal host, organism or from the inanimate environment to a human or animal host.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN TRAFFICKING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

The following exclusion is added:

HUMAN TRAFFICKING

Any liability, loss, injury, demand, claim, "suit", indemnification for, or damages of any kind arising out of or allegedly arising out of actual, alleged, threatened, or suspected:

(1) "Human trafficking" committed or caused directly or indirectly, by you, any insured, any person, any entity, including their agents, "employees", "volunteer workers", "temporary workers", or those who perform service or work on behalf of an insured, or by any means whatsoever regardless of any other cause or event contributing concurrently or in any sequence to it;

(2) Violation of any regulation or law of any nation, province, state, municipality, or other governmental division or subdivision, or any Native American tribe or tribal nation pertaining to "human trafficking", including but not limited to:

(a) The Trafficking Victims Protection Act; and

(b) Any amendment or reauthorizations thereof;

(3) Act, omission, or failure to provide an environment safe from "human trafficking", including but not limited to the failure to:

(a) Provide adequate security;

(b) Maintain a premises in a safe and secure condition; or

(c) Warn of environmental dangers or propensity that could contribute to "human trafficking";

(4) Negligent or passive participation or other wrongdoing in "human trafficking", including but not limited to the failure to detect, investigate, recognize, intervene in, or prevent "human trafficking";

(5) Failure to post notices related to "human trafficking" as required by any applicable judicial, statutory, regulatory, or other legal measure of any nation, province, state, municipality, or other governmental division or subdivision, or any Native American tribe or tribal nation;

(6) Failure to offer, provide, or require attendance at training designed to identify and prevent "human trafficking";

(7) Failure or inadequacy of any controls, practices, training, policies or procedures, or security designed to detect, identify, investigate, recognize, or prevent "human trafficking";

(8) Negligence or other wrongdoing in supervision, hiring, employment, retention, monitoring, investigation, reporting to proper authorities, or failure to report to proper authorities in connection with "human trafficking";

(9) Negligence, wrongdoing, or offense arising out of false detention or imprisonment related to "human trafficking"; or

(10) Allegations that are based on an alleged custom, practice, or policy, including but not limited to any allegation that a person's civil rights have been violated in connection with "human trafficking".

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This exclusion applies to any insured, including you, any additional insured, any person, any entity, including their agents, "employees", "volunteer workers", "temporary workers", or those who perform service or work on behalf of an insured or by any means whatsoever regardless of any other cause or event contributing concurrently or in any sequence to it; and

Regardless of whether such persons or entities knew or should have known, or directly or indirectly benefited financially or by any other means from the actual, alleged, threatened, or suspected "human trafficking".

SECTION V – DEFINITIONS

For purposes of this endorsement, the following is added:

1. "Human trafficking" means the aiding and abetting, recruitment, enticement, facilitation, grooming, harboring, detaining, transportation, provision, advertisement, maintenance, patronage, solicitation, exploitation, or receipt by any means of a person or persons to engage in an illegal act or acts or illegal purpose, or use of the labor or service of a person or persons, including, but not limited to:
   - **a.** Domestic servitude or work in factories and agricultural settings;
   - **b.** Labor exploitation;
   - **c.** Forced labor;
   - **d.** Involuntary servitude;
   - **e.** Kidnapping;
   - **f.** Slavery;
   - **g.** Peonage or debt bondage;
   - **h.** Migratory smuggling;
   - **i.** Organ harvesting or donation;
   - **j.** Marriage;
   - **k.** Commercial sex act, sexual exploitation, sex work, or rape including any allegation that a person is deceived, coerced, or forced to take part in any sexual activity, or that they lacked legal capacity to consent to any sexual activity;
   - **l.** Conscription, enlistment, or any form of engagement in any military, militia, or war fighting group by deceit, coercion, or force or when such person lacked legal capacity to consent to any such conscription or enlistment; or
   - **m.** Forced criminality or violence of any kind.
2. "Human trafficking" also includes knowingly benefiting financially or receiving anything of value as a result of "human trafficking".

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability:**

PUNITIVE OR EXEMPLARY DAMAGES

Either obligation to pay, or to judgments which reflect "punitive or exemplary damages" awarded against an insured, regardless of any other provision of this policy.

However, if a "suit" is brought against an insured with respect to a claim for acts or alleged acts seeking compensatory damages within coverage afforded by the policy and "punitive or exemplary damages", we will afford a defense to such action without liability for such "punitive or exemplary damages".

SECTION V – DEFINITIONS

For purposes of this endorsement, the following is added:

"Punitive or exemplary damages" include damages which are imposed or awarded to punish or deter wrongful conduct, to set an example, to fine, penalize, or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

CYBER INCIDENT

"Bodily injury", "property damage", or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses, or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

SECTION V – DEFINITIONS

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

"Cyber incident" means any:

a. Unauthorized access to or use of any computer system.

b. Malicious code, virus, or any other harmful code that is directed at, enacted upon, or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMON POLICY CONDITIONS

The following is added to **11.b.**:

We waive any right of recovery we may have against any person or organization because of any payments we make under this Coverage Part, provided:

(1) You and that person or organization have agreed in writing a contract or agreement that you waive such rights against that person or organization; and

(2) The injury or damage occurs subsequent to the execution of the written contract or written agreement.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V – DEFINITIONS

Item **11.f.** is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;

(2) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural, or engineering activities.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

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

1. CANCELLATION

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

b. We may cancel this policy or coverage part by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) Five days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:

(a) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(i) Seasonal unoccupancy; or

(ii) Buildings in the course of "construction or renovation".

"Construction or renovation" means alterations to an existing building or structure with evidence of continuous, substantial construction, or major renovation activity.

However, "construction or renovation" does not include:

i. Routine maintenance or repair; or

ii. Updates to the existing building that are cosmetic in nature, including but not limited to: interior/exterior paint, new furniture, window ware, rugs, and plumbing/electrical fixtures.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(b) After damage by a Covered Cause of Loss, permanent repairs to the building:

(i) Have not started; and

(ii) Have not been contracted for; within 30 days of initial payment of loss.

(c) The building has:

(i) An outstanding order to vacate;

(ii) An outstanding demolition order; or

(iii) Been declared unsafe by governmental authority.

(d) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(e) Failure to:

(i) Furnish necessary heat, water, sewer service, or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

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(ii) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

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. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

e. If this policy or coverage part 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. CHANGES

This policy or coverage part 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 or coverage part 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.

3. CONCEALMENT, MISREPRESENTATION, OR FRAUD

We may void this policy or coverage part and/or deny a claim if, before or after a loss, you or any insured:

a. Concealed or misrepresented any material fact or circumstance; or

b. Made incorrect statements or representations with regard to any material fact or circumstance; or

c. Engaged in any fraudulent conduct;

at the time of application or any time during the policy period.

4. EXAMINATION OF YOUR BOOKS AND RECORDS

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

5. INSPECTIONS AND SURVEYS

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. 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:

(1) Are safe and healthful; or

(2) Comply with laws, regulations, codes, or standards.

c. Items **a.** and **b.** 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.

d. Item **b.** 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.

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6. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

7. LIBERALIZATION

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

8. PAYMENT OF PREMIUMS

If your initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

9. PREMIUMS

a. 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.

b. The premium shown in the Declarations was calculated based on rates and rules 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.

c. If we offer to renew or continue this policy, you may accept to continue this policy in force by paying a renewal premium for each successive one-year period. The premium will be computed at our then current rate and rules for coverage then offered and must be:

(1) Paid to us prior to the anniversary date; and

(2) Coverage under renewal policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution.

d. Failure to pay the required renewal premium when due shall mean that you have not accepted our renewal offer. Therefore, this policy will automatically terminate at the end of the current policy period, and you will have no coverage. Undeclared exposures, changes in exposures, or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

10. PREMIUM AUDIT

a. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will calculate the premiums for this policy in accordance with our rules and rates.

b. Any premiums shown in this policy as advance premium shall be considered a deposit premium only. At the close of each audit period, we may compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

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11. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

a. Applicable to the Commercial Property Coverage Part and Commercial Inland Marine Coverage Part:

If any person or organization to or for whom we make payment under this policy or coverage part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

(1) Prior to a loss to your Covered Property or covered income;

(2) After a loss to your Covered Property or covered income only if, at time of loss, that party is one of the following:

(a) Someone insured by this insurance;

(b) A business firm;

(i) Owned or controlled by you; or

(ii) That owns or controls you; or

(c) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers. This will not restrict your insurance.

b. Applicable to anything not referenced in **a.** above

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

12. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy or coverage part 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.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

COMMON POLICY CONDITIONS

Under **1. Cancellation**, item **b.** is deleted and replaced by the following:

b. POLICIES IN EFFECT

(1) LESS THAN 60 DAYS

If this policy or coverage part has been in effect for 60 days or less, we may cancel this policy or coverage part 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.

(2) 60 DAYS OR MORE

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

(a) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(b) At least 45 days before the effective date of cancellation if we cancel for any other reason.

The following is added and supersedes any provision to the contrary:

1. NONRENEWAL

If we decide not to renew this policy or coverage part, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy or coverage part written for a term of more than one year or with no fixed expiration date.

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

2. INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy or coverage part unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy or coverage part term must be based on one or more of the following reasons:

a. Nonpayment of premium;

b. A false statement knowingly made by the insured on the application for insurance; or

c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy or coverage part unless the first Named Insured has notified us of the change and we accept such change.

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

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CIVIL UNION

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

Any policy definition and provision designating an insured under this policy, are amended, wherever appearing, where terms denoting a marital relationship are used, to include parties to a civil union under Colorado law. The civil union must be established in the state of Colorado according to Colorado law.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CONTRACTORS ERRORS AND OMISSIONS COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE – CONTRACTORS ERRORS AND OMISSIONS

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage – Contractors Errors and Omissions:**

NUCLEAR ENERGY LIABILITY

(1) Under any Liability Coverage, to "bodily injury", "property damage", or a "claim" arising out of a "contractors error or omission":

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

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

(3) Under any Liability Coverage, to "bodily injury", "property damage", or a "claim" arising out of a "contractors error or omission" resulting from "hazardous properties" of "nuclear material", if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or

(ii) Has been discharged or dispersed therefrom;

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

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

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SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form

SECTION VII – DEFINITIONS of the Contractors Error And Omissions Coverage Form

For purposes of this endorsement, the following are added:

1. "Hazardous properties" includes radioactive, toxic, or explosive properties.
2. "Nuclear facility" means:
   a. Any "nuclear reactor";
   b. Any equipment or device designed or used for:
      (1) Separating the isotopes of uranium or plutonium;
      (2) Processing or utilizing "spent fuel"; or
      (3) Handling, processing, or packaging "waste";
   c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
   d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

   and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
3. "Nuclear material" means "source material", "special nuclear material", or "by-product material".
4. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
5. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
6. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
7. "Waste" means any waste material:
   (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
   (b) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

For purposes of this endorsement, the following is amended:

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

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – UNIT-OWNERS OF TOWNHOUSE OR HOMEOWNER ASSOCIATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured each unit-owner, but only with respect to liability as a member of the homeowner or townhouse association shown in the Declarations as a Named Insured. However, no such unit-owner is an additional insured with respect to its liability arising out of the ownership, maintenance, use or repair of:

1. The real property to which the unit-owner has title; or
2. That portion of the premises which is reserved for the unit-owner's exclusive use or occupancy.

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IMPORTANT NOTICE – PLEASE READ CAREFULLY

Terrorism Insurance Premium Disclosure And Opportunity To Reject

Thank you for insuring your business with Liberty Mutual. We appreciate the trust and confidence you have placed in us. We take our responsibility to our customers seriously, and part of that responsibility is keeping you informed at all times.

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of $100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed $100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is $200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

> [A]ny 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
>
> (i) to be an act of terrorism;
>
> (ii) to be a violent act or an act that is dangerous to
>
> (I) human life;
>
> (II) property; or
>
> (III) infrastructure;
>
> (iii) to have resulted in damage within the United States, or outside of the United States in the case of
>
> (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
>
> (II) the premises of a United States mission; and
>
> (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



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REJECTING TERRORISM INSURANCE COVERAGE – WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line-item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT: **Please ensure any rejection is received within (30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature	Print Name	Date Signed
_____	_____	_____

Named Insured: Morningside Homeowners Association Inc

Policy Number: JKF (27) 70 96 36 82

Policy Effective/Expiration Date: From 08/13/2026 to 08/13/2027

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

Note: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI, and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions, and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

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This policy is signed on our behalf by:



Hamid Mirza
President



Damon P. Hart
Secretary

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