	<p>CAProtect</p> <p>Community Association MANAGEMENT LIABILITY POLICY DECLARATIONS</p>
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THIS POLICY AFFORDS CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO **CLAIMS** FIRST MADE DURING THE **POLICY PERIOD** OR THE DISCOVERY PERIOD, IF APPLICABLE. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS IT WITH YOUR INSURANCE AGENT OR BROKER.

Named Insured and Address	Insurer
Item 1. Bayway Condominium Association, Inc. 745 Pinellas Bayway S Tierra Verde, FL 33715	Ascot Insurance Company 55 W. 46th Street, 26th Floor New York, NY 10036
Policy Number	Producer
SFD00002597	Mitchell Insurance Services, Inc 6534 Central Avenue St. Petersburg, FL 33707

Item 2. Policy Period: From 02/18/2025 To 02/18/2026 12:01 a.m. local standard time at the address shown in Item 1.

Item 3. Notice to Insurer:

1. Notice of Claim or Circumstance:  
Attention: Claims Department  
Email: [USClaims@AscotGroup.com](mailto:USClaims@AscotGroup.com)  
Claims Reporting tel.: 1-833-454-3023
2. All Other Notices:  
Ascot Insurance Company  
55 W. 46th Street, 26th Floor  
New York, NY 10036
3. 24-Hour Data Breach Hotline: 1-833-706-0236

Item 4. Limits and Retentions:

Policy Aggregate Limit of Liability	\$1,000,000	
Directors and Officers (D&O Liability)	Limit of Liability	Retention
Insuring Agreement A	\$ 1,000,000	None
Insuring Agreement B	\$ 1,000,000	\$ 5,000
Insuring Agreement C	\$ 1,000,000	\$ 5,000
The Retention listed for Insuring Agreement B and C will apply to Insuring Agreement D and all included Coverage Extensions listed below.		
Insuring Agreement D.1 - Employment Practices Liability Coverage		
Included	Employment Practices Liability	
Employment Practices Liability coverage will be a part of, and not in addition to, the Policy Aggregate Limit of Liability.		

Defense Costs Outside Limit of Liability	LIMIT
Defense Costs Outside Limit of Liability	\$ 1,000,000

Coverage Extensions	LIMIT
Included	<b>Fair Labor Standards Act Sublimit</b> \$ 150,000 in the aggregate
Included	<b>Network Security and Privacy Extension</b> \$ 150,000 in the aggregate
<i>All Coverage Extensions will be a part of, and not in addition to, the Policy Aggregate Limit of Liability.</i>	

Item 5. Prior and/or Pending Litigation Date: 02/18/2025  
Item 6. Optional Discovery Period Premium:

Discovery Period	Percentage of Annual Premium:
1 Year	40%
2 Years	75%
3 Years	100%

Item 7. Premium: \$1,208.00 Total Policy Premium  
TRIA Premium: \$0.00

Item 8. Endorsement(s) Effective at Inception: See Schedule of Forms / Endorsements

These Declarations, together with the completed and signed application, the policy form, and any endorsements attached hereto, complete the above numbered policy.
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Date: 02/18/2025



Underwritten by: **Ascot Insurance Company**

Administrative Office: 55 West 46th Street, 26th Floor • New York, New York • 100361-646-356-8101 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

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Jeff A. Sipos  
Corporate Secretary

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Matthew C. Kramer  
Chief Executive Officer



## CAProtect Management Liability Forms and Endorsements Schedule

### Form Number and Edition

CAPDO-D0001-0422-00

CAPDO-D0002-0422-00

CA-Forms-Schedule

CAPDO-D0004-0422-00

CAPDO-P0001-0422-00

CAPDO-E0026-0422-00

CAPDO-E0027-0422-00

CAPDO-E0028-0422-00

CAPDO-N0001-0422-00

CAPDO-N0002-0422-00

CAPDO-E0029-0422-FL

CAPDO-E0030-0422-FL

### Form Description

CAProtect Community Association Management  
Liability Declarations

D&O Signature Page

Forms Schedule

Table of Contents

Community Association Management Liability form

Coverage Extension - Immigration Claims

Endorsement (Defense Only)

Coverage Extension - Workplace Violence

Endorsement

Coverage for Acts of Terrorism

OFAC Notice

TRIA Policyholder Disclosure

Florida Amendatory Endorsement


Florida Countersignature



## **Management Liability Insurance Table Of Contents**

**An index to the important provisions of your policy is provided below.**

I – Insuring Agreements – What is covered .....	1
II – Coverage Extensions .....	1
III – Limits of Liability and Retention – How much we will pay.....	3
IV – Definitions .....	3
V – Your Obligations .....	8
VI – Our Obligations.....	8
VII – Exclusions – What is not covered.....	9
VIII – Conditions.....	13

	CAProtect
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# Community Association Management Liability Insurance

**THIS IS A CLAIMS MADE POLICY. PLEASE READ YOUR POLICY CAREFULLY.**

In consideration of the premium paid and in reliance upon all statements made and information contained in the **application** or provided to **us** in connection with the underwriting of this policy, and subject to all of the terms, conditions, and exclusions of this policy, **we** and the **named insured** agree as follows:

## I. Insuring Agreements – What is covered

### Management Liability Coverage

- A. **We** will pay on behalf of an **insured person** all **non-indemnifiable loss** resulting from any **claim** made against such **insured person** for any actual or alleged **wrongful act**, provided such **claim** is first made against the **insured person** during the **policy period** or the discovery period (if applicable) and is reported to **us** in accordance with Section V. Your obligations.
- B. **We** will pay on behalf of an **insured organization** all **loss** resulting from any **claim** made against an **insured person** for any actual or alleged **wrongful act** for which the **insured organization** has indemnified the **insured person**, provided such **claim** is first made against the **insured person** during the **policy period** or the discovery period (if applicable) and is reported to **us** in accordance with Section V. Your obligations.
- C. **We** will pay on behalf of an **insured organization** or **property manager** all **loss** resulting from any **claim** made against an **insured organization** or **property manager** for any actual or alleged **wrongful act**, provided such **claim** is first made against the **insured organization** or **property manager** during the **policy period** or the discovery period (if applicable) and is reported to **us** in accordance with Section V. Your obligations.
- D.
  - 1. Employment Practices Liability Coverage  
**We** will pay on behalf of an **insured** all **loss** resulting from any **claim** made against an **insured** for any actual or alleged **employment practices wrongful act**, provided such **claim** is first made against the **insured** during the **policy period** or the discovery period (if applicable) and is reported to **us** in accordance with Section V. Your obligations
  - 2. Third Party Wrongful Act Coverage  
**We** will pay on behalf of an **insured** all **loss** resulting from any **claim** made against an **insured** for any actual or alleged **third party wrongful act**, provided such **claim** is first made against the **insured** during the **policy period** or the discovery period (if applicable) and is reported to **us** in accordance with Section V. Your obligations.

## II. Coverage Extensions

A. Fair Labor Standards Act Sublimit

Subject to the applicable limit of liability stated in Item 4 of the Declarations, **we** will pay on behalf of an **insured** all **loss** resulting from any **claim** made against an **insured** alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged violation of any federal, state or local statute or common law governing payroll practices or policies, including, but not limited to, the Fair Labor Standards Act (FLSA) (other than the Equal Pay Act), provided such **claim** is first made against the **insured** during the **policy period** or the discovery period (if applicable) and is reported to **us** in accordance with Section V. Your obligations.

However, this Fair Labor Standards Act Sublimit does not apply to any **loss** for any otherwise covered **claim** for employment-related retaliation.

**You** must pay the applicable **retention** in connection with any payments **we** make under this Fair Labor Standards Act Sublimit, and all such payments of **loss** will be a part of, and not in addition to, the Policy Aggregate Limit of Liability stated in Item 4 of the Declarations.

B. Network Security and Privacy Extension

Subject to the applicable limit of liability stated in Item 4 of the Declarations, **we** will pay on behalf of an **insured**:

1. **data breach costs you** incur with **our** prior written consent to respond to a **data breach** that is first discovered by **you** during the **policy period** and reported to **us** in accordance with Section V. Your obligations; and
2. **damages** and **defense costs** resulting from any **network security claim** or **privacy claim** first made against the **insured** during the **policy period** or the discovery period (if applicable) and reported to **us** in accordance with Section V. Your obligations.

**You** must pay the applicable **retention** in connection with any payments **we** make under this Network Security and Privacy Extension, and all such payments of **loss** will be a part of, and not in addition to, the Policy Aggregate Limit of Liability stated in Item 4 of the Declarations.

C. Discovery Period

1. Automatic Discovery Period

If **we** cancel or do not renew this policy for any reason other than non-payment of premium, then **you** will receive an automatic 90-day extension of the coverage granted by this policy with respect to any **claim** first made against any **insured** during this extended coverage, but only with respect to **wrongful acts** allegedly committed prior to the end of the **policy period**, (the "automatic discovery period").

2. Optional Discovery Period

If **you** cancel or if **we** do not renew this policy, **you** have the right to purchase a discovery period for the length of time and percentage of premium stated in Item 6 of the Declarations.

**You** must exercise **your** right to purchase this optional discovery period and pay the additional premium due to **us** before the expiration of the automatic discovery period described in paragraph 1 above.

**You** will have no right to purchase this discovery period at any later date or to elect more than one discovery period.

The discovery period will apply only to **claims** first made against any **insured** during the discovery period for **wrongful acts** allegedly committed prior to the end of the **policy period**. The limits of liability remaining at the end of the **policy period** will apply to the length of the **policy period** and **your** purchase of a discovery period will not increase any limits of liability.

D. Spouses, Domestic Partners, Estates, Heirs, Legal Representatives, and Assigns

Coverage under this policy extends to **loss** arising from a **claim** made against:

1. the lawful spouse or legally recognized domestic partner of an **insured person**, solely where the **claim** is made because of the spouse's or domestic partner's status as such or because of the spouse's or domestic partner's ownership interest in property from which the claimant seeks recovery; and
2. the estates, heirs, legal representatives, or assigns of an **insured person** who is deceased, or against the legal representatives or assigns of an **insured person** who is legally incompetent, bankrupt, or insolvent, but solely for the **wrongful act** of such **insured person**.

This Coverage Extension D. does not apply to any **claim** alleging, arising from, or attributable to any actual or alleged **wrongful act** of the spouse, domestic partner, estate, heir, legal representative, or assign.

E. Supplemental Payments

If **we** request that an **insured person** be present at any trial, hearing, deposition, mediation, or arbitration in connection with any **claim** under this policy, **we** will reimburse such **insured person** for lost wages up to \$250 per day, subject to an aggregate of \$2,500 per **claim** during the **policy period**, or discovery period, if applicable.

Any payments **we** make under this Coverage Extension E will be in addition to, and not a part of, the applicable limit of liability or the Policy Aggregate Limit of Liability, and no **retention** will apply to such amounts.

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### III. Limits of Liability and Retention – How much we will pay

A. Aggregate limit

The Policy Aggregate Limit of Liability stated in Item 4 of the Declarations is the maximum amount **we** will be obligated to pay for all covered **loss** resulting from **claims** made and **data breaches** discovered during the **policy period** or any discovery period, if applicable, regardless of the time of payment, the number of **claims** or **data breaches**, or the number of claimants.

B. Sublimits of liability

In the event any coverage granted by this policy, or by endorsement to the policy, is subject to a sublimit of liability, such sublimit will be the maximum liability **we** will have for all **loss** subject to such sublimit. Unless otherwise specifically provided for, a sublimit will be part of and not in addition to the applicable limit of liability or the Policy Aggregate Limit of Liability.

C. Defense Costs

Pursuant to Section VI.A. Defense, any **defense costs** incurred by **us** in the defense of any **claim** for which **you** have consented to use **our** pre-approved counsel will be subject to the Defense Costs Outside Limit of Liability stated in Item 4 of the Declarations, and will be in addition to, and not a part of, the Policy Aggregate Limit of Liability. Such **defense costs** will not be subject to the applicable **retention**. However, if **you** do not consent to **our** defense counsel selection, any **defense costs you** incur with **our** consent will be subject to and will reduce the Limit of Liability applicable to the corresponding Insuring Agreement and the applicable **retention**.

D. Retention

**You** are responsible for paying the applicable **retention** identified in Item 4 of the Declarations in connection with each **claim** or **data breach**. **We** will only be liable for the amount of **loss** in excess of the applicable **retention**. Such **retention** will be borne by **you** and will be uninsured.

If a single **claim** implicates, in whole or in part, more than one Limit of Liability and therefore more than one **retention**, then as to such **claim**, the highest **retention** as identified in Item 4 of the Declarations or the endorsement will apply, but in no event will more than one **retention** be applied to a **claim**.



However, if a **claim** is fully resolved through alternative dispute resolution prior to **our** payment of any **damages** and **you** obtain a release from the claimant(s) on behalf of all **insureds**, **we** will reduce the **retention** applicable to such **claim** by 50% or \$5,000, whichever is less.

No **retention** will apply to **non-indemnifiable loss** under Section I. Insuring Agreements – What is covered, A.

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#### IV. Definitions

The following bolded terms will have the meanings indicated below. Any endorsement attached to and forming a part of this policy may have additional definitions applicable to this policy.

<b>Application</b>	means all application forms, any documents and materials included with or attached or incorporated by reference to any application forms, any materials submitted to or requested by <b>us</b> for such application, any publicly available documents filed by the <b>insured organization</b> with any governmental agency, entity, or body in the twelve months prior to the inception of the <b>policy period</b> , and any other representations made to <b>us</b> in connection with the underwriting of this policy or any other policy of which this policy is a renewal or replacement, all of which are deemed attached to and form a part of this policy.
<b>Claim</b>	<p>means:</p> <ol style="list-style-type: none"><li>1. a written demand for monetary, non-monetary or injunctive relief, including any demand for mediation, arbitration, or any other alternative dispute resolution process;</li><li>2. a formal civil or criminal proceeding, including any appeals therefrom, for monetary, non-monetary, or injunctive relief which is commenced by the service of a complaint or similar pleading, the return of an indictment, information, or similar document, or receipt of notice of charges; or</li><li>3. a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any <b>insured</b> which is commenced by the receipt of charges, formal investigative order, service of summons, or similar document.</li></ol> <p>A <b>claim</b> will be deemed to have been first made at the time notice of the <b>claim</b> is first received by any <b>insured</b>.</p>
<b>Computer network</b>	means a local or wide area network owned or operated by or on behalf of a person or organization, provided <b>computer network</b> does not include the Internet, telecommunications networks, or other public infrastructure networks.
<b>Construction defect</b>	<p>means any actual or alleged defective, faulty, or delayed construction or any other matter constituting a construction defect under applicable law regardless of whether it results from:</p> <ol style="list-style-type: none"><li>1. defective or incorrect architectural plans or other designs;</li><li>2. defective or improper soil testing;</li><li>3. defective, inadequate, or insufficient protection from subsoil or earth movement or <b>subsidence</b>;</li><li>4. construction, manufacture, or assembly of any tangible property;</li><li>5. the failure to provide or pay for any construction-related goods or services; or</li></ol>

6. the supervision or management of any construction-related activities.

**Damages**

mean settlements, judgments, pre-judgment and post-judgment interest, front and back pay, and compensatory damages for which an **insured** is legally obligated to pay. **Damages** includes punitive or exemplary damages and the multiple portion of any multiplied damage award to the extent insurable by law of the applicable jurisdiction most favorable to the insurability of such amounts.

**Damages** does not include:

1. taxes, whether owed to or by any **insured**;
2. civil or criminal fines or penalties;
3. any costs to comply with an injunction or any other non-monetary or equitable relief or the costs to comply with any agreement to provide such relief;
4. any amount claimed or determined to be owed under any partnership, stock, or other ownership agreement; and
5. the value of perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof.

**Data breach**

means any actual or suspected theft, loss, unauthorized disclosure, or unauthorized access of **private information** that is in the care, custody, or control of the **insured organization** or a third-party for whom the **insured organization** is legally liable.

**Data breach costs**

means reasonable and necessary:

1. legal and forensic fees and costs to investigate the cause of the **data breach**, identify persons affected or potentially affected and determine the extent that any law, regulation, statute, or contract requires notification of the **data breach**;
2. costs of notification of the **data breach**, if required by law, regulation, statute, or contract or voluntarily incurred with **our** prior written consent;
3. costs to monitor, freeze, or thaw credit or provide credit restoration services for persons affected by the **data breach**; and
4. public relations or similar costs to minimize reputational harm to the **insured organization** by hiring a public relations or crisis communications firm,

charged by qualified breach response providers.

**You** have **our** consent to incur **data breach costs** provided by a firm on **our** approved panel; however, **you** must notify **us** of the **data breach** in accordance with Section V. Your obligations prior to incurring any **data breach costs**.

**Defense costs**

means reasonable and necessary legal fees and costs, charges, or expenses, consented to by **us**, incurred solely in connection with the investigation and defense or appeal of any **claim**, including the premium for an appeal bond, attachment bond, or similar bond arising out of a covered judgment, but without any obligation for **us** to apply for or furnish such bond.

**Defense costs** does not include:

1. wages, salary, fees, benefits or other compensation of any **insured Person** or employee of any **insured**;

**Employment  
practices wrongful  
act**

2. the overhead expenses of the **insured organization** or **property manager**; or
3. any amounts incurred in defense of any claim which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty.

means, solely as respects an **insured person** of the **insured organization** or applicant for employment with the **insured organization**, any:

1. wrongful dismissal, discharge, or termination of employment, whether actual or constructive
2. employment-related misrepresentation; negligent hiring, retention, training, reassignment, or supervision;
3. wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful demotion, wrongful discipline, wrongful failure to grant tenure or practice privileges, or negligent employee evaluation, including the making of defamatory statements in providing a reference for any **insured person** of the **insured organization**;
4. harassment, including sexual harassment, that interferes with performance or creates a hostile, intimidating, or offensive work environment;
5. employment discrimination, including discrimination based on race, color, national origin, religion, gender, age, sexual orientation or preference, disability, pregnancy, or any other protected class recognized under any national, federal, state, provincial, or local statute or ordinance, regulation, decree or common law anywhere in the world;
6. employment-related defamation, libel, slander, or invasion of privacy
7. failure to provide or enforce adequate or consistent corporate policies and procedures relating to any **employment practices wrongful act**;
8. violation of Title VII of the Civil Rights Act of 1964, as amended and any rules and regulations promulgated thereunder; the Age Discrimination in Employment Act (ADEA), as amended and any rules and regulations promulgated thereunder; the Civil Rights Act of 1991, as amended and any rules and regulations promulgated thereunder; the Americans With Disabilities Act (ADA), as amended and any rules and regulations promulgated thereunder; the Family and Medical Leave Act (FMLA), as amended and any rules and regulations promulgated thereunder; the Pregnancy Discrimination Act of 1978, as amended and any rules and regulations promulgated thereunder, or any similar national, federal, state, provincial, or local statute or ordinance, regulation, decree or common law anywhere in the world;
9. employment-related retaliation; or
10. acts described above in parts 1-9 committed or allegedly committed through the use of the **insured organization's** internet systems, e-mail, telecommunications, or similar systems, and any failure to provide and enforce adequate policies and procedures relating to such use of such systems.

**Employment practices wrongful act** does not include any act described in parts 1-10 above actually or allegedly committed against a director, trustee, officer, employee, leased employee,

	temporary or seasonal employee, volunteer, or staff member of a <b>property manager</b> .
<b>Financial insolvency</b>	means the status of the <b>insured organization</b> as a result of the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official by any federal or state official, agency or court to supervise, control, manage or liquidate the <b>insured organization</b> , or the <b>insured organization</b> becoming a debtor-in - possession.
<b>Insured</b>	means: <ol style="list-style-type: none"> <li>1. the <b>insured organization</b>, including any such entity as a debtor-in-possession under the United States Bankruptcy Code or the equivalent status under the law of any other jurisdiction in the event of the <b>insured organization's financial insolvency</b>;</li> <li>2. any <b>insured person</b>; or</li> <li>3. any <b>property manager</b>, but only if such <b>property manager</b> is acting pursuant to the written authority granted to it by the <b>insured organization</b> or on behalf of and at the direction of the <b>insured organization</b>.</li> </ol>
<b>Insured organization</b>	means the <b>named insured</b> or any <b>subsidiary</b> .
<b>Insured person</b>	means any natural person who was, now is, or will be a director, trustee, officer, employee, leased employee, temporary or seasonal employee, volunteer, or staff member of the <b>insured organization</b> , including any executive board members and committee members, whether salaried or not, but only while acting solely in his or her capacity as such.  <b>Insured person</b> also includes any natural person who was, now is, or will be a director, trustee, officer, employee, leased employee, temporary or seasonal employee, volunteer, or staff member of a <b>property manager</b> , but only while acting solely in his or her capacity as such and only for <b>wrongful acts</b> committed or allegedly committed while employed by the <b>property manager</b> and acting on behalf of the <b>insured organization</b> .
<b>Loss</b>	means <b>damages, defense costs</b> , and solely with respect to Coverage Extension B. Network Security and Privacy Extension, <b>data breach costs</b> .
<b>Named insured</b>	means the entity identified in Item 1 of the Declarations.
<b>Network security claim</b>	means a <b>claim</b> alleging failure of the <b>insured organization's computer network</b> security, resulting in: <ol style="list-style-type: none"> <li>1. a third party sustaining any unauthorized disclosure of, inability to access, or inaccuracy with respect to, <b>private information</b> in violation of any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of <b>private information</b>; or</li> <li>2. the transmission of a computer virus to a third party's <b>computer network</b>.</li> </ol>
<b>Non-indemnifiable loss</b>	means <b>loss</b> of an <b>insured person</b> for which the <b>insured organization</b> is not permitted to indemnify under applicable law or for which the <b>insured organization</b> refuses or is unable to indemnify due to <b>financial insolvency</b> .

<b>Personally identifiable information</b>	<p>means the following in any format:</p> <ol style="list-style-type: none"> <li>1. information that alone or in conjunction can be used to uniquely identify an individual;</li> <li>2. information relating to a natural person that is defined as personal information under a breach notice law;</li> <li>3. financial account information of an individual that would enable use of or access to that individual's financial accounts; and</li> <li>4. protected and individually identifiable health information as those terms are defined by Health Information Technology for Economic and Clinical Health Act of 2009, the Health Insurance Portability and Accountability Act of 1996 Privacy Rule or any amendment thereto.</li> </ol> <p><b>Personally identifiable information</b> does not include any information that is publicly available.</p>
<b>Policy period</b>	means the period from the inception of this policy to the expiration date stated in Item 2 of the Declarations or its earlier termination, if applicable.
<b>Privacy claim</b>	<p>means a <b>claim</b> alleging:</p> <ol style="list-style-type: none"> <li>1. violation of any law or regulation that requires the <b>insured</b> to provide notification to affected persons of a suspected breach of such person's <b>personally identifiable information</b>;</li> <li>2. unauthorized disclosure of, inability to access, or inaccuracy with respect to, <b>private information</b> in violation of any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of <b>private information</b>; or</li> <li>3. negligent failure to implement privacy or security practices required by law or regulation following, or in connection with, a <b>data breach</b>.</li> </ol>
<b>Private information</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. <b>personally identifiable information</b>; or</li> <li>2. a third party's or <b>insured's</b> private or confidential information that is in the care, custody, or control of the <b>insured organization</b>, or a service provider acting on behalf of the <b>insured organization</b>.</li> </ol>
<b>Property manager</b>	means any person or entity providing real estate property management services to the <b>insured organization</b> pursuant to a fee-based written contract.
<b>Related wrongful acts</b>	means <b>wrongful acts</b> which are based upon, arise from, or are logically or causally connected by a common nexus of fact, circumstance, situation, event, transaction, or cause or a series of connected facts, circumstances, situations, events, transactions, or causes. <b>Claims</b> can allege <b>related wrongful acts</b> regardless of whether such <b>claims</b> involve the same or different claimants, <b>insureds</b> , legal causes of action, or time periods.
<b>Retention</b>	means the amount identified as such in Item 4 of the Declarations as applicable to the corresponding coverage.
<b>Subsidence</b>	means any earth movement of any kind, including but not limited to landslide, mudflow, earth sinking, earth rising, or slope movement, regardless of the cause.
<b>Subsidiary</b>	means any:

1. entity which qualifies as a not-for-profit organization under the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the **named insured** has or controls the right to elect or appoint more than 50% of the Board of Directors or other governing body of such entity as of the inception date of this policy;
  2. similar entity which was created or acquired by the **named insured** during the **policy period**, provided such entity's total assets do not exceed 35% of the total consolidated assets of the **named insured** as of the inception date of this policy; or
  3. entity added by endorsement to this policy as a subsidiary.
- Coverage for any **subsidiary** applies only to **wrongful acts** actually or allegedly committed during the time such entity qualifies as a **subsidiary** under this policy.

**Third party wrongful act** means any actual or alleged:

1. discrimination, including discrimination based on race, color, national origin, religion, gender, age, sexual orientation or preference, disability, or pregnancy, allegedly committed or attempted by an **insured** or an **insured person**, in his or her capacity as such, against any individual other than an **insured person** or applicant for employment with the **insured organization**; or
2. harassment, including sexual harassment or harassment based on race, color, national origin, religion, gender, age, sexual orientation or preference, disability, or pregnancy, allegedly committed or attempted by an **insured** or an **insured person**, in his or her capacity as such, against any individual other than an **insured person** or applicant for employment with the **insured organization**.

**We/us/our** means the company identified in Item 1 of the Declarations as the Insurer.

**Wrongful act** means any:

1. actual or alleged error, misstatement, misleading statement, act or omission, neglect, or breach of duty by the **insured organization** and/or any **insured persons** acting in their capacity as such;
2. **employment practices wrongful act**;
3. **third-party wrongful act**; or
4. matter claimed against any **insured person** solely by reason of their status with the **insured organization**.

**You/your** means the **named insured**.

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## V. Your Obligations

### A. Notice and reporting requirements

#### Notice of a claim

**You** must give written notice to **us** of any **claim** made against an **insured** during the **policy period** or the discovery period, if applicable, as soon as possible after such **claim** is known or should have reasonably become known to a board member of the **insured organization** or an employee of the **property manager**.

Notice of a circumstance	If during the <b>policy period</b> any <b>insured</b> becomes aware of any act, error, omission, fact, circumstance, or situation which may reasonably be expected to give rise to a <b>claim</b> under this policy, and provides written notice to <b>us</b> of the circumstance as soon as possible but in no event later than the expiration or cancellation date of this policy, then any <b>claim</b> subsequently made against an <b>insured</b> which arises out of such circumstance will be deemed to have been made when notice was first given to <b>us</b> .
Notice of a data breach	<b>You</b> must give written notice to <b>us</b> of any <b>data breach</b> as soon as possible after such <b>data breach</b> is discovered, but in no event later than 30 days after discovery. Additionally, notice of a <b>data breach</b> may be provided to <b>us</b> via the phone number as stated in Item 3 of the Declarations; however, notice to any hotline alone will not serve as proper notice under this policy.

When notifying **us** of any **claim**, circumstance, or **data breach** you must provide **us** with all information, assistance, and cooperation which **we** reasonably request and do nothing to prejudice **our** position or **our** potential or actual rights of recovery. Written notice and copies of any reports, investigations, pleadings, or other documents in connection with such **claim**, circumstance, or **data breach** must be sent to the address stated in Item 3 of the Declarations.

B. Cooperation

The **insured** must provide **us** with full and complete cooperation and agree to provide **us** with all information, assistance, and cooperation that **we** reasonably request with respect to any **claim** or **data breach**. The **Insureds** agree that they will do nothing to prejudice **our** position or **our** potential or actual rights of recovery with respect to **loss** paid under this policy. The failure of any **insured person** to provide full and complete cooperation will not be imputed to any other **insured person**.

C. Data breach obligations

In connection with any **data breach**, **you** must provide **us** with all information that **we** reasonably require, including full particulars as to the dates, persons and entities involved in the **data breach** and the manner in which the **insured** first became aware of the **data breach**.

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## VI. Our Obligations

A. Defense

**We** have the right and duty to defend any **claim** to which this insurance applies, even if the allegations of such **claim** are groundless, false, or fraudulent.

**We** have the right to appoint defense counsel of **our** own choosing; however, **we** will obtain **your** prior consent. If **you** consent to **our** selection of defense counsel, **defense costs** that **we** incur in the defense of a covered **claim** will be in addition to, and not a part of, the limit of liability applicable to such **claim**, up to the Defense Limit of Liability stated in Item 4 of the Declarations, and no **retention** will apply to such **defense costs**.

If **you** do not consent to **our** defense counsel selection, any **defense costs** **you** incur in connection with such **claim** will be a part of, and will erode, the applicable limit of liability for such **claim** as stated in Item 4 of the Declarations.

**Our** duty to defend will cease upon exhaustion of the applicable limit of liability.

B. Settlement

**We** have the right to investigate any **claim** or circumstance and to conduct negotiations and, with **your** consent, enter into a settlement of any **claim** that **we** deem appropriate. If **you** refuse to consent to a settlement acceptable to the claimant and recommended by **us**, **our** liability for all **loss** in connection with such **claim** will not exceed:

1. the amount in excess of the **retention** for which **we** could have settled or resolved the **claim**, including **defense costs** incurred up to the date **we** recommended in writing the settlement; plus
2. subject to the limits of liability, 80% of covered **loss** in excess of the amount for which **we** could have settled or resolved the **claim**, including **defense costs**, incurred after **your** refusal. **You** will be responsible for the remaining 20% of the covered **loss** and such amounts will reduce the applicable limits of liability.

In no event will the **insured** admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, incur any **defense costs**, or otherwise assume any obligation with respect to any **claim** that is covered in whole or in part by this policy without **our** prior written consent, such consent not to be unreasonably withheld.

C. Order of payments

In the event of **loss** arising from a covered **claim** to which this policy applies, **we** will first pay **loss** for which coverage is provided under Insuring Agreement I.A. of this policy; and thereafter with respect to whatever remaining amount of the Limit of Liability is available after such payment, pay such other **loss** for which coverage is provided under any other applicable Insuring Agreements in Section I of this policy.

## VII. Exclusions – What is not covered

### A. Exclusions applicable to all claims

This policy does not apply to and **we** will have no obligation to make payment for any **loss** in connection with any **claim**:

Bodily  
injury/property  
damage

alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any:

1. bodily injury, sickness, disease, or death of any person, or assault or battery;
2. damage to or destruction or deterioration of any tangible property, the loss of use of any tangible property, loss of view, or failure to supervise, repair, or maintain any tangible property; or
3. humiliation, mental anguish, emotional distress, invasion of privacy, wrongful entry, trespassing, eviction, false arrest, false imprisonment, malicious prosecution, abuse of process, libel, or slander.

Part 2 of this exclusion will not apply to **defense costs** incurred in connection with a **claim** for:

- a. decisions by **your** board or any committee thereof to impose assessments upon residents, unit owners, or members of the **named insured**; or
- b. decisions by **your** board in approving or rejecting the request to make physical changes to tangible property, but in no event decisions relating to the execution or quality of such physical changes.

Part 3 of this exclusion will not apply to:

- i. any otherwise covered **claim** for an **employment practices wrongful act** or **third-party wrongful act**; or
- ii. any otherwise covered **privacy claim** for emotional distress directly resulting from a **data breach**.

Construction defect

alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged **construction defect**.



Contractual liability	<p>alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any liability of an <b>insured</b> under any contract or agreement, express or implied, written or oral, including the liability of others assumed by any <b>insured</b>; however, this exclusion will not apply to:</p> <ol style="list-style-type: none"> <li>1. liability that would exist in the absence of such contract or agreement;</li> <li>2. an otherwise covered <b>claim</b> for an <b>employment practices wrongful act</b>; or</li> <li>3. <b>defense costs</b> incurred in connection with such <b>claim</b>.</li> </ol>
Excluded costs and damages	<p>other than <b>defense costs</b>:</p> <ol style="list-style-type: none"> <li>1. for any obligation of the <b>insured organization</b>, as a result of a <b>claim</b>, seeking relief or redress in any form other than money damages, including but not limited to any obligations of the <b>insured organization</b> to modify any building or property; or</li> <li>2. for any obligation of the <b>insured organization</b> to pay compensation earned by any <b>insured person</b> in the course of employment, but not paid by the <b>insured organization</b>, including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days; however, this exclusion will not apply to front pay and back pay.</li> </ol>
Fraudulent/criminal acts or unjust enrichment	<p>alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, the:</p> <ol style="list-style-type: none"> <li>1. gaining of any profit, advantage, or remuneration to which an <b>insured</b> was not legally entitled; or</li> <li>2. deliberate fraudulent or criminal acts or intentional or knowing violation of law of any <b>insured</b>,</li> </ol> <p>but only if established by any judgment or other non-appealable final adjudication adverse to any <b>insured</b> in the <b>claim</b>.</p>
Labor related laws	<p>alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged violation of any federal, state or local statute or common law governing payroll practices or policies, including, but not limited to, the Fair Labor Standards Act (FLSA) (other than the Equal Pay Act); the Employee Retirement Income Security Act of 1974 (ERISA); the National Labor Relations Act; the Worker Adjustment and Retraining Notification (WARN) Act; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Occupational Safety and Health Act (OSHA); or any similar national, federal, state, provincial, or local statute or ordinance, regulation, decree or common law anywhere in the world, including those relating to the payment of wages, hours worked, overtime, on-call time, rest periods, minimum wage compensation, reimbursement of expenses, garnishments or withholding of deductions, employee entitlements, and classification of employees regarding eligibility for compensation and benefits; provided, however, this exclusion will not apply to:</p> <ol style="list-style-type: none"> <li>1. <b>loss</b> for any <b>claim</b> for employment-related retaliation; or</li> <li>2. the extent any <b>claim</b> is covered under the Fair Labor Standards Act Sublimit described in Section II. Coverage Extensions.</li> </ol>
Mold, fungi, or virus	<p>alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any:</p>

	<ol style="list-style-type: none"> <li>1. actual, alleged, or threatened: <ol style="list-style-type: none"> <li>a. inhalation of, ingestion of, contact with, or exposure to any fungi, including any mold, mildew, mycotoxins, spores, scents, or byproducts produced or released by fungi, virus, or bacteria; or</li> <li>b. existence of or presence of any fungi, including any mold, mildew, mycotoxins, spores, scents, or byproducts produced or released by fungi, virus, or bacteria on or within a building or structure including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to any injury or damage; or</li> </ol> </li> <li>2. loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of fungi, including any mold, mildew, mycotoxins, spores, scents, or byproducts produced or released by fungi, virus, or bacteria by any <b>insured</b> or by any other person or entity.</li> </ol>
Nuclear incident	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any nuclear reaction, nuclear radiation, or radioactive contamination, or any related act or incident.
Organization vs. insured	<p>brought by, for the benefit of, or at the behest of the <b>insured organization</b> against any other <b>insured</b>; however, this exclusion will not apply to any <b>claim</b>:</p> <ol style="list-style-type: none"> <li>1. brought by the receiver, conservator, liquidator, trustee, rehabilitator, examiner, or similar official of the <b>insured organization</b>, if any, in the event of <b>financial insolvency</b>; or</li> <li>2. brought or maintained derivatively on behalf of the <b>insured organization</b>, provided such <b>claim</b> is brought and maintained without any active assistance or participation of or solicitation by any <b>insured</b>.</li> </ol>
Other capacity	<ol style="list-style-type: none"> <li>1. alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any liability of an <b>insured</b>, in whole or in part, in the capacity as a builder or developer, or in the capacity of a sponsor of the <b>insured organization</b>, or of an <b>insured</b> affiliated with such a builder, developer, or sponsor, and which is related to actual or alleged misconduct on the part of such builder, developer, or sponsor, including but not limited to actual or alleged conflict of interest, self-dealing, or disputes concerning conversion, construction, or development; or</li> <li>2. for any <b>wrongful act</b> of any <b>insured persons</b> in their respective capacity as a director, officer, trustee, or equivalent position of an entity other than the <b>insured organization</b>.</li> </ol>
Other employee benefits	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any benefits or insurance for workers' compensation, disability, unemployment, retirement, social security, or laws governing such or similar employment benefits; provided, however, this exclusion will not apply to <b>loss</b> for any <b>claim</b> for employment-related retaliation.

Pollution	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged seepage, pollution, radiation, emission, contamination or irritant of any kind, including but not limited to smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind; however, this exclusion will not apply to coverage provided under Insuring Agreement A.
Prior notice/pending litigation	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving: <ol style="list-style-type: none"> <li>1. the same or substantially the same <b>wrongful act</b>, fact, act, circumstance, or situation which has been the subject of any written notice given before the inception of the <b>policy period</b> under any policy of which this policy is a renewal or replacement;</li> <li>2. any <b>wrongful act</b> or any circumstance known by any <b>insured person</b> prior to the date stated in Item 5 of the Declarations which has a reasonable likelihood of resulting in a <b>claim</b> being made; provided, however, this exclusion will only apply to the <b>insured organization</b> and those <b>insured persons</b> having such knowledge; or</li> <li>3. any <b>claim</b>, litigation, administrative or arbitration proceeding, or investigation pending against any <b>insured</b> prior to the date stated in Item 5 of the Declarations.</li> </ol>
TCPA/FDCPA/ CAN-SPAM	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged violation of the Telephone Consumer Protection Act (TCPA), Fair Debt Collection Practices Act (FDCPA), the Controlling the Assault of Non-Solicited Pornography And Marketing Act (CAN-SPAM), or any similar foreign, national, federal, state, provincial, or local statute or ordinance, regulation, decree, or common law anywhere in the world.
War	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, war, whether declared or not, invasion, civil war, mutiny, coup d'état, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions.

**B. Exclusions applicable only to Insuring Agreement C.**

This policy does not apply to and **we** will have no obligation to make payment for any **loss** in connection with any **claim** made against an **insured organization**:

Intellectual property	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, service mark, trade secret or any other intellectual property rights.
Trade practices	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any of the following activities: anti-trust, business competition, unfair or deceptive trade practices or tortious interference in another's business or contractual relationship, including, but not limited to, violations of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act or any other similar state or federal statutory provision.

**C. Exclusions applicable to Coverage Extension A. Network Security and Privacy Extension**

This policy does not apply to and **we** will have no obligation to make payment for any **loss** or **data breach costs** in connection with any **claim** made against an **insured organization** or **data breach** sustained by an **insured organization**:

Act of God	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or act of God, however caused.
Governmental actions	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any <b>claim</b> brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity, including any seizure, confiscation, nationalization, destruction, or loss of use of any <b>computer network</b> or electronic data due to any action by a governmental authority.
Infrastructure failure	alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the direct operational control of the <b>insured</b> , however caused, including any electrical power interruption, short-circuit, surge, brownout or blackout.
Unauthorized collection	<p>alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, the:</p> <ol style="list-style-type: none"><li>1. unlawful use or collection of <b>private information</b>; or</li><li>2. failure to provide adequate notice that <b>private information</b> is being collected or used,</li></ol> <p>by an <b>insured</b>, with knowledge of any director, trustee, officer of the <b>insured organization</b>. However, this exclusion will not apply to an otherwise covered <b>claim</b> for a <b>data breach event</b>.</p>

For the purpose of determining the applicability of any of these exclusions, the **wrongful acts** of, facts pertaining to, and knowledge possessed by any **insured person** will not be imputed to any other **insured person**, and only the **wrongful acts** of, facts pertaining to, and knowledge possessed by any past, present, or future Executive Director, President, or Chairman of the **insured organization** will be imputed to the **insured organization**.

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**VIII. Conditions**

**A. Action against us**

No action may be brought against **us** unless, as a condition precedent to such action, there has been full compliance with all the terms of this policy by the **insureds**. Neither the **insureds** nor any claimant or their legal representatives will have the right to join **us** as a party to any action against an **insured** to determine the **insured's** liability.

**B. Assignment**

This policy and all rights hereunder are not assignable without **our** prior written consent, which consent will be at **our** sole discretion.

**C. Bankruptcy**

**Your** bankruptcy, **financial insolvency**, or dissolution will not relieve **us** of any of **our** obligations under this policy. In the event an execution against an **insured** on a final judgment is returned unsatisfied, such judgment creditor will have a right of action on this policy against **us** to the same extent that the **insured** would have, had the **insured** paid the final judgment.

#### **D. Cancellation and non-renewal**

##### **1. Cancellation**

- a. **You** may cancel this policy at any time by providing **us** written notice at the address stated in the Declarations. If **you** cancel this policy for any reason, **we** will retain the pro rata proportion of the premium.
- b. **We** may only cancel this policy in the event of nonpayment of premium. In that event, **we** will deliver to the **named insured** written notice, by registered, certified, or other first-class mail at the last known principal address of the **named insured**, stating when the cancellation will be effective. **We** will provide at least ten days written notice to the **named insured** before cancellation for non-payment of any premium. The mailing of such notice will be sufficient proof of notice.

##### **2. Non-renewal**

**We** have no obligation to renew this policy. If **we** elect not to renew this policy, **we** will provide **you** with written notice of **our** decision not to renew at least 60 days prior to the expiration of the **policy period**.

#### **E. Change in control**

If, during the **policy period**:

1. the **named insured** consolidates or merges with or into, or sells all or substantially all of its assets to any other person or entity, or group of persons or entities acting in concert, such that the **named insured** is not the surviving entity;
2. another organization or person acquires the right to elect or appoint more than 50% of the Board of Directors or other governing body of the **named insured**; or
3. the **named insured** ceases to qualify as a not-for-profit organization under any federal, provincial, and territorial legislation and/or the Internal Revenue Code,

then, this policy shall continue in full force and effect until the expiration of the **policy period** solely with respect to any **wrongful acts** that take place before the effective date of the change in control. This policy may not be cancelled following a change in control and the entire premium for this policy will be deemed fully earned as of the effective date of the change in control.

**You** must provide **us** with written notice of the change in control as soon as possible.

#### **F. Governing law**

To the extent permitted by applicable law or regulation, this policy will be construed in accordance with the laws of the State of New York without giving effect to any conflicts or choice of law principles.

#### **G. Headings**

The headings and subheadings used in this policy, including the titles of any endorsement, are solely for convenience and are not part of the terms and conditions of coverage.

#### **H. Other Insurance**

The insurance provided by this policy will apply only as excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this policy by reference to its policy number.

Specifically, and for further clarification, any coverage under Coverage Extension B. Network Security and Privacy Extension will be specifically excess of any general liability, business owners, or cyber liability policy issued to the **insured organization**.

#### **I. Representations and severability**

**You** and **we** agree that the particulars and statements contained in the **application** for this policy, including any materials submitted in connection therewith, are the

representations of the **insured** and were relied upon by **us** as accurate and complete. The **application** is the basis of the coverage granted under this policy and is incorporated into this policy.

If the particulars and statements contained in the **application** are inaccurate or incomplete and materially affect either the acceptance of the risk or the hazard assumed by **us**, then this policy will not afford coverage with respect to **insured person** who knew, as of the policy inception date, the facts that were not accurately or completely disclosed.

In no event will **we** rescind coverage under Insuring Agreement A.

**J. Sole agent**

By acceptance of this policy, **you** will be designated to act on behalf of all **insureds** for purposes or the rights and obligations under this policy, including but not limited to the:

1. giving and receiving of notices and correspondence;
2. cancellation or non-renewal of the policy;
3. payment of premiums and **retentions**; and
4. Receipt of any return premiums due under this policy.

**K. Subrogation**

If **we** make any payment under this policy, **we** will be subrogated to all of the **insured's** rights of recovery. The **insureds** must do everything necessary to secure such rights, including the execution of such documents necessary to enable **us** to effectively bring suit in the name of any **insured**. In no event, however, will **we** exercise **our** rights to subrogation against an **insured person** unless such **insured person** has been convicted of a deliberate criminal act or has been determined by a final adjudication to have committed a deliberate fraudulent act, or to have committed any intentional act directly resulting in any profit, advantage, or remuneration to which such **insured person** was not legally entitled.

If **we** pay indemnifiable **loss** on behalf of an **insured person**, **we** will have the contractual right under this policy to recover from the **insured organization** the amount of such **loss** equal to the amount of the **retention** not satisfied by **you** and **we** will be subrogated to the rights of such **insured person**.

**L. Territory and currency**

Coverage provided by this policy will apply to **wrongful acts** occurring anywhere in the world, so long as any **claim** is brought against the **insured** within the United States of America, its territories or possessions, or Canada.

All premium, **loss**, Limits of Liability, **retentions**, and any other amounts stated in this policy are expressed and payable in the currency of the United States of America. If any **loss** under the policy is incurred, stated, determined, or adjudicated in a currency other than United States dollars, payment under this policy will be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date **our** obligation to pay such **loss** is established.



## COVERAGE EXTENSION - IMMIGRATION CLAIMS ENDORSEMENT (DEFENSE ONLY)

Named Insured	Policy Number	Effective Date	Endorsement No.
Bayway Condominium Association, Inc.	SFD00002597	02/18/2025	1

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

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

I. The following is added to Section II. Coverage Extensions:

IM-A. Immigration Claim Defense Only Sublimit

Subject to the applicable limit of liability stated below, **we** will pay on behalf of an **insured defense costs**, but not any **damages**, incurred in connection with any **claim** made against an **insured** alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged violation of the Federal Immigration & Nationality Act, 8 U.S.C., Section 1101, *et seq.*, as may be amended, provided such **claim** is first made against the **insured** during the **policy period** or the discovery period (if applicable) and is reported to **us** in accordance with Section V. Your obligations.

**You** must pay the applicable **retention** in connection with any payments **we** make under this Immigration Claim Defense Only Sublimit, and all such payments of **loss** will be a part of, and not in addition to, the Policy Aggregate Limit of Liability stated in Item 4 of the Declarations.

Immigration Claim Defense Only Sublimit: \$150,000 in the aggregate

II. Solely for purposes of the coverage provided by this Endorsement, the following is added to the end of the definition of **Claim** in Section IV. Definitions:

**Claim** also means a formal order of investigation which identifies an **insured person** as someone against whom a criminal investigation may be initiated, which is commenced by such order, a Wells Notice, target letter (within the meaning of Title 9, §11.151 of the United States Attorney's Manual), or similar document.

III. Solely for purposes of the coverage provided by this Endorsement, the following is added to the end of the "Labor and related laws exclusion" in Section VIII. Exclusions – What is not covered, A.:

This exclusion will also not apply to the extent any **defense costs** are covered under Coverage Extension IM-A. Immigration Claim Defense Only Sublimit.

All other terms and conditions remain unchanged.



## COVERAGE EXTENSION – WORKPLACE VIOLENCE ENDORSEMENT

Named Insured	Policy Number	Effective Date	Endorsement No.
Bayway Condominium Association, Inc.	SFD00002597	02/18/2025	2

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

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

I. WV- Workplace Violence Extension

Subject to the applicable limit of liability stated below, **we** will reimburse **workplace violence costs** the **insured organization** incurs resulting directly from a **workplace violence event** that first takes place **during** the **policy period** and is reported to **us** in writing at the address stated in Item 3 of the Declarations as soon as possible, but in any event no later than 60 days after the **workplace violence event** takes place.

No **retention** will apply to any payments **we** make under this Workplace Violence Extension, and all such payments of **workplace violence costs** will be a part of, and not in addition to, the Policy Aggregate Limit of Liability stated in Item 4 of the Declarations.

Workplace Violence Extension: \$150,000 in the aggregate

II. The following definitions are added to Section III. Definitions:

- Workplace violence costs** means the following reasonable fees, expenses, or costs, incurred with **our** prior written consent, of:
1. an independent security consultant for 90 days following the date **workplace violence event** occurs;
  2. an independent public relations consultant for 90 days following the date **workplace violence event** occurs;
  3. counseling seminar for all employees of the **insured organization** or **property manager** conducted by an independent consultant within the first 90 days immediately following the date on which the **workplace violence event** takes place;
  4. an independent security guard service for the first 15 days immediately following the date on which the **workplace violence event** takes place; and
  5. an independent forensic analyst for the first 90 days immediately following the date on which the Workplace Violence Act takes place.
- Workplace violence event** means any intentional and unlawful act
1. of deadly force involving the use of a lethal weapon or other object; or
  2. involving the threat of deadly force via the display of a lethal weapon or other object,



which is committed on or in the premises, buildings, grounds, or facilities occupied by the **insured organization** or **property manager** for purposes of conducting its business operations, and which causes, or could cause, bodily injury or death to an **insured person**.

III. Solely for purposes of the coverage provided by this Endorsement, the following exclusions are added to Section VII. Exclusions – What is not covered:

**D. Exclusions applicable to Coverage Extension WV-A. Workplace Violence Extension**

This policy does not apply to and **we** will have no obligation to make any payment for any:

1. **workplace violence costs** resulting from any **workplace violence event** which takes place at or in any location other than an **insured organization's** or **property manager's** premises, buildings, grounds, or facilities occupied by the **insured organization** or **property manager** for purposes of conducting its business operations.
2. **workplace violence costs** resulting from any **workplace violence event** arising out of, based upon or attributable to, directly or indirectly, or in any way involving, declared or undeclared war, civil war, insurrection, civil commotion, insurrection, rebellion, revolution, military action, invasion, riot, government intervention, expropriation or nationalization.
3. **workplace violence costs** resulting from any **workplace violence event** arising out of, based upon or attributable to, directly or indirectly, or in any way involving, the use or threat of force or violence occurring for the purpose of demanding money, securities, or property.
4. **defense costs** or **damages** incurred as a result of any proceeding or **claim** brought against any **insured** in connection with a **workplace violence event**.

All other terms and conditions remain unchanged



## COVERAGE FOR ACTS OF TERRORISM

Named Insured	Policy Number	Effective Date	Endorsement No.
Bayway Condominium Association, Inc.	SFD00002597	02/18/2025	3

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

It is hereby understood and agreed that the Conditions of the policy are amended by the addition of the following:

### **Act of Terrorism Coverage**

Subject to all other terms and conditions of the policy, coverage is available for **loss** caused by an **Act of Terrorism** as defined below.

**Act of Terrorism** means any act that is certified by the Secretary, 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:
  - (a) human life;
  - (b) property; or
  - (c) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of:
  - (a) an air carrier or vessel described in paragraph (5)(B) of the Terrorism Risk Insurance Act; or
  - (b) 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.

With respect to any one or more Acts of Terrorism under the Terrorism Risk Insurance Act, as amended in 2019, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

No act shall be certified by the Secretary as an Act of Terrorism if:

- (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers compensation; or
- (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

All other terms and conditions remain unchanged.



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

Named Insured	Policy Number	Effective Date	Endorsement No.
Bayway Condominium Association, Inc.	SFD00002597	02/18/2025	4

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

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

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

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

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <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.



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The premium charge for terrorism coverage, if any, is shown separately on the Declarations page, as applicable.



## FLORIDA AMENDATORY ENDORSEMENT

Named Insured	Policy Number	Effective Date	Endorsement No.
Bayway Condominium Association, Inc.	SFD00002597	02/18/2025	5

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

I. The **Damages** definition under Section **IV. Definitions** is replaced by the following:

**Damages**

mean settlements, judgments, pre-judgment and post-judgment interest, front and back pay, and compensatory damages for which an **insured** is legally obligated to pay.

**Damages** does not include:

1. taxes, whether owed to or by any **insured**;
2. civil or criminal fines or penalties;
3. any costs to comply with an injunction or any other non-monetary or equitable relief or the costs to comply with any agreement to provide such relief;
4. any amount claimed or determined to be owed under any partnership, stock, or other ownership agreement;
5. the value of perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof; and
6. punitive or exemplary damages and the multiplied portion of any multiplied damage award.

II. The Pollution exclusion under Section **VII. Exclusions – What is not covered** is replaced by the following:

**Pollution**

alleging, arising out of, based upon or attributable to, directly or indirectly, or in any way involving, any actual or alleged seepage, pollution, radiation, emission, contamination or irritant of any kind, including but not limited to smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, this exclusion will not apply to coverage provided under Insuring Agreement A.

III. Section **VIII. Conditions**, paragraph **D. Cancellation and non-renewal**, **1. Cancellation** is replaced by the following:

**D. Cancellation and non-renewal**

**1. Cancellation**

- a. **You** may cancel this policy at any time by providing **us** written notice at the address stated in the Declarations. If **you** cancel this policy for any reason, **we** will retain the pro rata proportion of the premium. **We** shall refund the paid premium less the earned portion thereof within 15 working days after the effective date of cancellation.
- b. **We** may only cancel this policy in the event of nonpayment of premium. In that event, **we** will deliver to the **named insured** written notice, by registered, certified, or other first-class mail at the last known principal address of the **named insured**, stating the reason for cancellation and when the cancellation will be effective. **We** will provide at least ten days written notice to the **named insured** before cancellation for non-payment of any premium. The mailing of such notice will be sufficient proof of notice.

IV. The following is added to Section **VIII. Conditions**:

**Loss Settlement**

When **you** and **we** agree in writing to the settlement of a **claim**, **we** will tender payment according to the terms of such agreement no later than 20 days after such settlement is reached.

Any judgment or decree for the recovery of money entered against **us** shall be fully satisfied within 60 days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

**Coverage Information Requests And Complaint Issues**

Answers to questions about **your** insurance, coverage information, or assistance in resolving complaints can be obtained by calling **us** at 1-646-356-8101.

All other terms and conditions of this Policy remain unchanged.



## FLORIDA COUNTERSIGNATURE

Named Insured	Policy Number	Effective Date
Bayway Condominium Association, Inc.	SFD00002597	02/18/2025

The signature shown below complies with the countersignature laws and regulations of the State of Florida.

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Signature of Insurance Agent

Thomas Lane

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Insurance Agent (Print Name)

E183306

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Insurance Agent License Number

02/18/2025

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Date

All other terms and conditions of this Policy remain unchanged.

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