POLICY HOLDER NOTICE - COUNTRYWIDE

IMPORTANT INFORMATION

NOTICE – OFFER OF TERRORISM COVERAGE;
DISCLOSURE OF PREMIUM

THIS NOTICE DOES NOT FORM A PART OF THE POLICY, GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

As used herein, 1) “we” means the insurer listed on the Declarations or the Certificate of Insurance, as applicable; and 2) “you” means the first person or entity named on the Declarations or the Certificate of Insurance, as applicable.

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Notice is designed to alert you to coverage restrictions and to certain terrorism provisions in the policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

CHANGE IN THE DEFINITION OF A CERTIFIED ACT OF TERRORISM

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. However, the 2007 re-authorization of the Act removed the requirement that the act of terrorism must be committed by or on behalf of a foreign interest, and now certified acts of terrorism may encompass, for example, a terrorist act committed against the United States government by a United States citizen, when the act is determined by the federal government to be "a certified act of terrorism."

In accordance with the Act, we are required to offer you the ability to purchase coverage for losses resulting from an act of terrorism that is certified under the federal program. The other provisions of this policy, including nuclear, war or military action exclusions, will still apply to such an act.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The Department of the Treasury will pay a share of terrorism losses insured under the federal program. In 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention, and shall decrease by 1 percentage point per calendar year until equal to 80%.

LIMITATION ON PAYMENT OF TERRORISM LOSSES

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

Further, this coverage is subject to a limit on our liability pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Act exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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CONFIRMATION OF ACCEPTANCE OF COVERAGE

In accordance with the Act, we offered you coverage for losses resulting from an act of terrorism that is certified under the federal program. This notice confirms that you have chosen to accept our offer of coverage for certified acts of terrorism. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium charge for terrorism coverage, if any, is shown separately on the Declarations or the Certificate of Insurance, as applicable.

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POLICYHOLDER NOTICE
Economic and Trade Sanctions Conditions

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit all United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven't already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

The purpose of this letter is to advise you that your policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups), any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

Your policy language reads as follows:

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the Policy:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

THIS DISCLOSURE NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY: AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE AND PRICE OF YOUR POLICY. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL. YOUR INDEPENDENT INSURANCE AGENT WILL BE ABLE TO EXPLAIN THE TERMS OF THE CONTRACT IN DETAIL.

Policy No.: 618770672	Issued To: Maple Hollow Homeowners Association, Inc. Effective Date: 01/14/2023

NOTICE:

WITH RESPECT TO ASSOCIATION LIABILITY COVERAGE PART, THIS IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE NAMED ENTITY INSUREDS DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES.

THE CRIME COVERAGE PART APPLIES TO A COVERED LOSS SUSTAINED RESULTING FROM ACTS OR EVENTS OCCURRING DURING THE POLICY PERIOD UNLESS CERTAIN CONDITIONS CONCERNING PRIOR INSURANCE ARE MET.

DEFENSE COSTS INCURRED UNDER COVERAGE PARTS A REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

NAMED ENTITY AND MAILING ADDRESS	NAMED ENTITY NUMBER AND PHYSICAL ADDRESS
Item 1. Maple Hollow Homeowners Association, Inc. c/o Welch Randall Property Management 5300 South Adams Avenue Suite 8 Ogden, UT 84405	325 S. Maple Way Layton, UT 84040
POLICY NUMBER	**INSURER**
618770672	Continental Casualty Company CNA Center, 151 North Franklin Street Chicago, IL 60606

Item 2. **Policy Period**: 01/14/2023 to 01/14/2024
12:01 a.m. local time at the address stated in Item 1.

Item 3. **Policy Premium:** $1,146.00

Total Amount Due: $1,146.00

Item 4. Notices to Insurer:

Claims:
CNA – Community Association Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317

Email: newlossnfpca@cna.com

All other notices:
Ian H. Graham Insurance, a division of
Affinity Insurance Services, Inc.
Managing General Underwriter
15303 Ventura Boulevard, 12th Floor
Sherman Oaks, CA 91403

Item 5. Coverage:

This Policy is issued with the Limits of Liability and Retentions set forth, subject to the Prior or Pending Date, if applicable all as set forth in the schedule below.

Defense Costs are included within the applicable limit of liability for **Association Liability Coverage Part**. Defense costs are neither covered nor included within the applicable limits(s) of liability for the **Crime Coverage Part**.

This Policy includes *only* those coverages designated with a "Yes" as "Included" in column ① of the Coverage Schedule set forth below. *If neither "Yes" or "No" is designated for a* ***Coverage Part*** *or a specific* ***Crime Coverage Part*** *Insuring Agreement, such* ***Coverage Part*** *or specific* ***Crime Coverage Part*** *Insuring Agreement is not included*.

COVERAGE PART	① INCLUDED (YES OR NO)	② SCHEDULED LIMITS OF LIABILITY	③ SCHEDULED RETENTIONS	④ PRIOR OR PENDING DATE
Association Liability	Yes	$1,000,000 Aggregate Limit of Liability for all **Loss** paid on behalf of all **Named Entity Insureds** for all **Claims** first made during each **Policy Period**.	$1,000	01/14/2013
Crime:		$ per loss		
Insuring Agreement 1: Employee Dishonesty	Yes	$25,000	$500	
Insuring Agreement 2: Forgery or Alteration	Yes	$25,000	$500	*Not Applicable*
Insuring Agreement 3: Theft, Disappearance and Destruction	Yes	$25,000	$0	
Insuring Agreement 4: Computer Fraud and Wire Transfer Fraud	Yes	$25,000	$500	

Item 6. Any natural person or entity property manager hired by the **Named Entity** to provide **Property Management Services**.

Item 7. Endorsements forming a part of this Policy at issuance:

CNA-81758-XX (3/15)	Notice - Offer of Terrorism Coverage; Disclosure of Premium
G-145126-A (8/03)	Policyholder Notice Economic and Trade Sanctions Conditions
G-145170-AC (6/03)	Community Association Policy General Terms and Conditions
G-145171-AC (6/03)	Community Association Liability Coverage Part
CNA-77509-XX (1/14)	Network Risk and Privacy Claim Endorsement
CNA-77510-XX (1/14)	Privacy Event Expense Endorsement
CNA-77511-XX (1/14)	Amend Claims By Insured Exclusions Endorsement
CNA-77512-XX (1/14)	Wage and Hour Law Claims Defense Costs Coverage Endorsement
CNA-77513-XX (1/14)	Outside Director Endorsement
CNA-77515-XX (1/14)	Supplementary Payment - Defendant Reimbursement Endorsement
CNA-77516-XX (1/14)	Defense Costs Outside the Limits Endorsement
CNA-77517-XX (1/14)	Public Relations Event Expenses Endorsement
CNA-80749-XX (11/14)	Unlimited Extended Reporting Period Endorsement for Past Directors or Officers
CNA-81751-XX (3/15)	Cap on Losses from Certified Acts of Terrorism Endorsement
CNA-90997-XX (1/18)	Immigration Claim Defense Costs Endorsement
CNA-95307-XX (3/19)	Workplace Violence Act Endorsement (with Sublimit)
GSL-8393-XX (3/07)	Remove Specified Peril
GSL-8394-XX (3/07)	Breach of Contract Defense Coverage with Sublimit Endorsement
GSL-11876-XX (2/10)	Bi-Lateral Optional Extended Reporting Period Endorsement
GSL-40679-XX (8/11)	Amend Settlement Endorsement
GSL-40680-XX (8/11)	Mediation Endorsement
G-145172-A (6/03)	Commercial Crime Coverage Part
GSL-8400-XX (2/10)	Amend Commercial Crime Coverage Part
CNA-82731-XX (6/15)	Money Orders and Counterfeit Paper Currency Coverage
CNA-82732-XX (6/15)	Change From Loss Sustained To Loss Discovered Endorsement
CNA-82733-XX (6/15)	Robbery and Safe Burglary Clarification Endorsement
CNA-82735-XX (6/15)	Claims Expense Coverage For All Insuring Agreements Endorsement
CNA-85627-XX (5/16)	Social Engineering Fraud Endorsement
CNA-90994-XX (1/18)	Amend Insuring Agreement Endorsement
GSL-35080-XX (5/11)	Include Designated Book Keepers and Accountants as Employees - Employee Theft Only
CNA-80748-XX (11/14)	First Dollar Defense Endorsement
G-145127-A43 (2/04)	Cancellation and Nonrenewal Endorsement - Utah

These Declarations, along with the completed and signed **Application**, the Policy, and any written endorsements attached shall constitute the contract between the **Named Entity Insureds** and the Insurer.

Authorized Representative: John S Brand

Date: 10/31/2022

In consideration of the payment of the premium and in reliance upon all statements made in the **Application** furnished to the Insurer designated in the Declarations, a stock insurance corporation, hereafter called the Insurer, the Insurer and the **Named Entity Insureds** agree as follows:

I. TERMS AND CONDITIONS

The terms and conditions of each **Coverage Part** apply only to that **Coverage Part** and shall not apply to any other **Coverage Part**. If any provision in these General Terms & Conditions is inconsistent or in conflict with the terms and conditions of any **Coverage Part**, the terms and conditions of that **Coverage Part** shall control for purposes of that **Coverage Part**.

II. DEFINITIONS

Words set forth in bold have the meaning set forth below. However, any bolded word defined in these General Terms & Conditions that is defined differently in a **Coverage Part** shall, for purposes of coverage under that **Coverage Part**, have the meaning defined in that **Coverage Part**.

1. **Application** means all applications for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer or any affiliate of the Insurer of which this Policy is a renewal or replacement. **Application** includes any materials submitted or required to be submitted with the **Application**. An "affiliate of the Insurer" means an insurer controlling, controlled by or under common control with the Insurer.

2. **Coverage Part** means only those coverage parts designated in the Declarations as “Included” in this Policy and attached hereto.

3. **Crime Coverage Part** means the Crime Coverage Part, if such **Coverage Part** is designated as “Included” in the Declarations and attached hereto.

4. **Crime Loss** means loss sustained under the **Crime Coverage Part**.

5. **Defense Costs** means all reasonable and necessary fees charged by attorneys designated by the Insurer, or by the **Named Entity Insureds** with the Insurer’s written consent. **Defense Costs** also include all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Liability Claim** if incurred by the Insurer, or by the **Named Entity Insureds** with the written consent of the Insurer, including the costs of appeal, attachment or similar bonds. However, the Insurer has no obligation to provide such bonds. **Defense Costs** shall not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers, employees, trustees, committee members, or volunteers of **Named Entity**, any **Subsidiary**, or **Property Manager**.

6. **ERISA or any Similar Act** means the Employee Retirement Income Security Act of 1974, as amended, or any similar common or statutory law of the United States or its states, territories or possessions, or any other jurisdiction anywhere in the world.

7. **Executive Officer** means with respect to **Named Entity**, any **Subsidiary**, or **Property Manager**, its trustees, chairperson, chief executive officer, president, chief financial officer, in-house general counsel, and the director of human resources or equivalent position.

8. **Financial Insolvency** means, with respect to any **Named Entity** covered under any **Coverage Part** designated as “included” in the Declarations attached hereto:

a. the appointment by any state or federal official, agency or court of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Named Entity**; or such **Named Entity** becoming a debtor in possession; and

b. except with respect to a **Change in Status**, the inability of such organization financially or under applicable law to advance **Defense Costs** or indemnify the **Insureds** for **Liability Loss**.

9. **Fungi** means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of fungi.

10. **Insured Person** means any natural person covered under the **Liability Coverage Part**.

11. **Interrelated Wrongful Acts** means any **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.

12. **Liability Claim** means any claim covered under the **Liability Coverage Part**.

13. **Liability Coverage Part** only means the **Association Liability Coverage Part**, if such **Coverage Part** is designated as "Included" in the Declarations attached to this policy.

14. **Liability Loss** means loss covered under the **Liability Coverage Part**.

15. **Loss** means all **Liability Loss** and all **Crime Loss**.

16. **Microbe** means any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease including but not limited to any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of microbes.

17. **Named Entity** means the association named in Item 1 of the Declarations, including such association as a debtor in possession under Chapter 11 of the United States Bankruptcy Code or an equivalent status under the law of any other country.

18. **Named Entity Insureds** means the **Named Entity**, **Subsidiaries**, **Property Manager** and **Insured Persons** covered under under any **Coverage Part** designated as "Included" in the Declarations.

19. **Policy Period** means the period from the effective date of this Policy to the Policy expiration date stated in Item 2 of the Declarations, or its earlier cancellation date.

20. **Policy Premium** means the original premium and the fully annualized amount of any additional premiums, other than the Extended Reporting Period premium, charged by the Insurer before or during the **Policy Period**.

21. **Pollutants** means any substance exhibiting hazardous characteristics as, is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state or local or foreign counterpart. **Pollutants** also means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products.

22. **Property Manager** means the entity or natural person specified in Item 6 of the Declarations. If an entity is specified in Item 6, **Property Manager** shall also include **Property Manager Employees** employed by such entity to provide real estate **Property Management Services** to the **Named Entity**.

23. **Property Manager Employee** means any natural person in the regular service of a **Property Manager** in the ordinary course of such **Property Manager's** business, whom such **Property Manager** governs and directs in the performance of such service, including any part-time, seasonal, leased or temporary employee, or any duly elected or appointed director, officer, member of the board of managers or management committee member while performing **Property Management Services** within the usual scope of a **Property Manager Employee**.

24. **Subsidiary** means any entity which qualifies as a non-profit entity under Internal Revenue Code Section 501(c)(3) and any amendment thereto, during any time in which the **Named Entity** owns or controls, directly or through one or more **Subsidiaries**, the right to elect or appoint more than 50% of the entity's directors or trustees.

25. **Change in Status** means the consolidation or merger of the **Named Entity** into or with another entity, or **Financial Insolvency**:

III. EXTENDED REPORTING PERIOD/DISCOVERY

1. Solely with respect to any **Liability Coverage Part**, if the Insurer non-renews this Policy, the **Named Entity** shall be provided, at no additional charge, an extension of this Policy for a period of 30 days immediately following the end of the **Policy Period**, but only with respect to **Claims** made against **Named Entity Insureds** and reported to the Insurer during such extension by reason of any **Wrongful Act** committed before the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**.

   This period shall be referred to as the automatic Extended Reporting Period.

2. If the Insurer non-renews this Policy, the **Named Entity** shall have the right to purchase, upon payment of an additional premium equal to 100% of the annualized **Policy Premium**, an extension of this Policy for a period of 12 months immediately following the end of the **Policy Period**, but only with respect to;

   a. under the **Liability Coverage Part**,. any **Wrongful Act** committed before the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**;

   b. under the **Crime Coverage Part**, loss sustained completely prior to the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**, which is discovered by the **Named Entity** no later than one year from the date of that termination or cancellation.

   This period shall be referred to as the optional Extended Reporting Period.

3. As a condition precedent to the right to purchase the optional Extended Reporting Period, (i) the total premium for this Policy must have been paid; (ii) the **Named Entity** must request such Extended Reporting Period in writing, and such request must be received by the Insurer, at the address for notices set forth in Item 4 of the Declarations page, within 30 days of the end of the **Policy Period** or the effective date of any **Change in Status**, and (iii) the full payment of the premium for such Extended Reporting Period must be received by the Insurer within 30 days after the end of the **Policy Period**.

4. If the optional Extended Reporting Period is purchased, the entire premium shall be deemed fully earned at its commencement without any obligation by the Insurer to return any portion thereof.

5. There is no separate or additional limit of liability for the automatic or optional Extended Reporting Period.

6. No receiver, conservator, liquidator, trustee, rehabilitator, or similar official and no governmental agency, body or representative can exercise the right to: (i) purchase extended discovery with respect to the **Crime Coverage Part**; or (ii) report any claim under the **Crime Coverage Part**. In addition, the Extended Reporting Period terminates immediately with respect to the **Crime Coverage Part** on the effective date of any other insurance obtained by **Named Entity Insureds** or any other party which replaces, in whole or in part, the coverage afforded by the **Crime Coverage Part**, regardless of whether such insurance provides coverage for **Loss** sustained prior to the effective date of this Policy.

IV. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Insured Persons** shall be considered **Named Entity Insureds** under the **Liability Coverage Part**; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse, where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or legally recognized domestic partners. All terms and conditions of this Policy, including without limitation the retention applicable to **Liability Loss** incurred by the **Insured Person**, shall also apply to loss incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

V. LIMIT OF LIABILITY/RETENTIONS

1. Limit of Liability

   a. The Scheduled Limits of Liability set forth in Item 5 of the Declarations as the Scheduled Limits of Liability for the **Association Liability Coverage Part** shall be the maximum aggregate Limits of Liability of the Insurer for all **Liability Loss** under such **Coverage Part**, regardless of the number of **Claims** made against the **Named Entity Insureds**;

   b. The Scheduled Limit of Liability set forth in Item 5 of the Declarations as the Scheduled Limit of Liability for the **Crime Coverage Part** shall be the maximum limit of liability of the Insurer for each **Crime Loss** under the **Crime Coverage Part**. Such limit of liability shall not accumulate from **Policy Period** to **Policy Period**

   c. If the Limit of Liability for any **Coverage Part** is exhausted by payment of **Loss**, the Insurer's obligations under such **Coverage Part** shall be deemed completely fulfilled and extinguished.

   d. The Insurer shall pay **Liability Loss** on behalf of the **Named Entity Insureds**, and shall pay **Crime Loss** as incurred by the **Named Entity Insureds**, without consideration of other future obligations.

   e. The liability of the Insurer for all **Crime Loss** sustained by more than one **Named Entity Insured** shall not exceed the amount that the Insurer would pay if all **Crime Loss** had been sustained by one **Named Entity Insured**.

f. In the event any loss is covered partly by the **Crime Coverage Part** and partly by any prior canceled or terminated insurance that the Insurer or any affiliate issued to the **Named Entity Insureds**, the most the Insurer will pay with respect to such loss is the larger of the amount recoverable under the **Crime Coverage Part** or the prior insurance.

g. If any loss is covered partly by the **Crime Coverage Part** and partly by any prior canceled or terminated insurance issued by any carrier other than the Insurer or any affiliate: (i) any retention amount applicable to the loss under the **Crime Coverage Part** will be reduced by any deductible or retention amount applicable under the prior insurance, and (ii) the limit applicable to the loss under the **Crime Coverage Part** will be reduced by any amount paid or payable to the **Named Entity Insured** under the prior insurance.

2. Retentions

a. Subject to paragraph c below, the Insurer is liable to pay only that amount of **Loss** in excess of any applicable retention. The Insurer will have no obligation to pay all or any portion of any applicable retention.

b. Separate Retentions as set forth in Item 5 of the Declarations as the Scheduled Retentions shall apply to each **Loss** under each **Coverage Part**.

c. No retention applies with respect to any **Liability Loss** in a **Claim** against any **Insured Persons** if the **Named Entity**, or any **Subsidiary** are not permitted to advance **Defense Costs** or to indemnify such **Insured Persons** for **Liability Loss** by reason of:

(1) **Financial Insolvency**; or

(2) a good faith determination by **Named Entity**, or any **Subsidiary** that such payment is not permitted under the broadest construction of applicable law.

d. Subject to Section XII below, if a **Loss** is covered under more than one **Coverage Part** and if more than one retention applies to such **Loss**, the maximum total retention amount applicable to such **Loss** shall be the amount of the largest applicable retention.

VI. DEFENSE AND SETTLEMENT OF LIABILITY CLAIMS

1. Defense of **Claims**

The Insurer has the right and duty to defend all **Liability Claims**, even if the allegations are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **Liability Claim** as it deems necessary. The Insurer's obligation to defend any **Liability Claim** or pay any **Liability Loss**, including **Defense Costs**, shall be completely fulfilled and extinguished if the limit of liability has been exhausted by payment of **Liability Loss**, or if the **Named Entity** has failed to pay its full retention for reasons other than **Financial Insolvency**.

2. Settlement

The Insurer shall not settle a **Liability Claim** without the consent of the **Named Entity Insureds**, other than any **Property Manager**, which shall not be unreasonably withheld. If the **Named Entity Insureds**, other than any **Property Manager** unreasonably refuse to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the applicable limit of liability under this Policy shall be reduced to the amount for which the **Liability Claim** could have been settled plus all **Defense Costs** incurred up to the time the Insurer made its recommendation.

3. Cooperation of **Named Entity Insureds**

   The **Named Entity Insureds** shall not admit liability, consent to any judgment, agree to any settlement or make any settlement offer without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any **Loss** to which it has not consented. The **Named Entity Insureds** agree that they shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. The **Named Entity Insureds** shall furnish the Insurer with copies of reports, investigations, pleadings, and all related papers, and such other information, assistance and cooperation as the Insurer may reasonably request.

VII. NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE/ SWORN PROOF OF LOSS

1. If, during the **Policy Period** or any Extended Reporting Period, if applicable, any **Claim** is first made against the **Named Entity Insureds**, the **Named Entity Insureds** shall, as a condition precedent to the obligations of the Insurer under this Policy, give a written notice to the Insurer as soon as reasonably possible.

2. If, during the **Policy Period** the **Named Entity Insureds** first become aware of a specific **Wrongful Act** which may reasonably give rise to a future **Liability Claim** and during such period give written notice to the Insurer of:

   a. the names of any potential claimants and a description of the **Wrongful Act** which forms the basis of their potential **Claim**;

   b. the identity of the specific **Named Entity Insureds** allegedly responsible for such specific **Wrongful Act**;

   c. the consequences that have resulted or may result from such specific **Wrongful Act**;

   d. the nature of the potential monetary damages or non-monetary relief which may be sought in consequence of such specific **Wrongful Act**; and

   e. the circumstances by which **Named Entity Insureds** first became aware of such specific **Wrongful Act**;

   then any **Liability Claim** otherwise covered pursuant to the **Liability Coverage Part** which is subsequently made and which arises out of such **Wrongful Act** shall be deemed to have been first made and reported to the Insurer by the **Named Entity Insureds** at the time such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such notice results in a **Liability Claim**.

3. Except as provided in subsection 2 above, a **Liability Claim** shall be deemed made:

   a. in the case of a civil, criminal, administrative, regulatory proceeding or arbitration, on the earliest of the date of service upon or other receipt by any **Named Entity Insured** of a complaint, indictment, notice of charge or similar document against the **Named Entity Insured** in such proceeding or arbitration;

   b. in the case of a written demand for monetary damages or non-monetary relief, on the **Named Entity Insureds'** receipt of such written demand.

4. More than one **Liability Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Liability Claim** which shall be deemed made on the earlier of:

   a. the date on which the earliest such **Liability Claim** was first made, or

   b. the first date valid notice was given by the **Named Entity Insureds** to the Insurer under this Policy of any **Wrongful Act** or under any prior policy of any **Wrongful Act**, or any fact, circumstance, situation, event or transaction which underlies any such **Liability Claim**.

5. With respect to the **Crime Coverage Part**, within 90 days after discovery the **Named Entity Insured** sustained a loss, the **Named Entity Insured** shall provide a detailed sworn proof of loss. The **Named Entity Insureds** will, upon request of the Insurer, submit to an examination under oath. The **Named Entity Insureds** will also notify the police if they have reason to believe that any loss involves a violation of law.

6. The **Named Entity Insureds** shall give written notice to the Insurer under this Policy as specified in Item 4 of the Declarations, which shall be effective upon receipt.

VIII. CANCELLATION

1. The Insurer may not cancel this Policy except for non-payment of any premium when due by providing to **Named Entity** written notice stating when, not less than 20 days thereafter, such cancellation shall be effective. This Policy is issued in consideration of the payment of the premium. If there is non-payment of the premium due on inception of the **Policy Period**, this policy does not take effect, and the Named Insured will be so notified.

2. The **Named Entity Insureds** grant the exclusive authority to cancel this Policy to **Named Entity**. **Named Entity** may cancel this Policy by providing the Insurer written notice stating when thereafter such cancellation shall be effective. The mailing or delivery of such notice shall be sufficient. The unearned premium shall be computed pro rata and premium adjustment may be made at the time cancellation is effected or as soon as practicable.

IX. NOTICES TO THE NAMED ENTITY

Any notices required under Section VIII, **CANCELLATION**, shall be provided to **Named Entity** at the address set forth in Item 1 of the Declarations and to the **Property Manager** if and at the address, specified in Item 6 of the Declarations for this Policy. The mailing of such notice shall be sufficient.

X. OTHER INSURANCE

If any **Loss** resulting from any **Claim** is insured under any other policies, this Policy shall apply only to the extent the **Loss** exceeds the amount paid under such other 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 this Policy.

XI. APPLICATION

The **Named Entity Insureds** represent and acknowledge that the statements contained in the **Application** are true, are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy, and shall be deemed material to the acceptance of this risk or the hazard assumed by the Insurer under this Policy. This Policy is issued in reliance upon the truth of such representations.

XII. COORDINATION AMONG COVERAGE PARTS

Should two or more **Coverage Parts** apply to the same **Loss**, the Insurer will not pay more than the actual **Loss** incurred by the **Named Entity Insureds**.

XIII. COVERAGE FOR NEW SUBSIDIARIES

1. If, after the effective date of this Policy, (i) **Named Entity**, or any **Subsidiary** creates or acquires an entity, or (ii) **Named Entity**, or any **Subsidiary** merges with another entity such that **Named Entity**, or any **Subsidiary** is the surviving entity, then such entity, and any subsidiaries, directors, officers, trustees or employees of such entity who otherwise would thereby become a **Named Entity Insured**, shall be covered under this Policy, subject to its terms and conditions, only if the Insurer, at its sole option, upon submission of such information as the Insurer may require and payment of any additional premium and/or amendment of the provisions of the Policy, agrees to provide coverage for such entity, subsidiaries, directors, officers or employees.

2. There shall be no coverage under the **Liability Coverage Part** for any **Wrongful Act** by such created, acquired or merged entity, or by any persons or entities considered to be **Named Entity Insureds** pursuant to Section XII.1 above, where such **Wrongful Act** occurred in whole or in part before the effective date of such acquisition or merger or for any **Wrongful Act** occurring on or after such date which, together with any **Wrongful Acts** occurring before such date, would be considered **Interrelated Wrongful Acts**. There is no coverage under the **Crime Coverage Part** (if included) for any event discovered prior to the effective date of such creation, merger or acquisition either by **Named Entity Insured**, or by the created, acquired or merged entity.

XIV. CHANGE OF STATUS

1. **Change in Status** of **Named Entity**

   In the event of a **Change in Status** of **Named Entity**, coverage under this Policy shall continue until this Policy is otherwise terminated, but only with respect to **Wrongful Acts** occurring, or **Loss** under the **Crime Coverage Part** sustained, before the effective date of the **Change in Status**, unless (i) the Insurer is notified in writing of the **Change in Status** prior to the **Change in Status** effective date and agrees in writing to provide coverage for **Wrongful Acts** occurring, or **Crime Loss** sustained, on or after such effective date, and (ii) **Named Entity** accepts any special terms, conditions, exclusions or additional premium charge required by the Insurer.

2. Cessation of **Subsidiary**

   If any organization ceases to be a **Subsidiary**:

   a. there shall be no coverage under the **Liability Coverage Part** for any **Wrongful Act** by such organization or any **Insured Person** of such organization occurring after the date such organization ceased to be a **Subsidiary**; and

   b. there shall be no coverage under the **Crime Coverage Part** (if included) for **Crime Loss** sustained by the **Subsidiary** after the date it ceased to be a **Subsidiary**.

3. Transfer of a **Plan**

   If the sponsorship of a **Plan** is transferred so that **Named Entity**. or any **Subsidiary** is no longer the sole employer sponsor of such **Plan**, there shall be no coverage under the **Crime Coverage Part** (if included) for **Crime Loss** sustained by or with respect to such **Plan** after the date of such transfer.

XV. SUBROGATION AND RECOVERY

1. To the extent it pays any **Loss**, the Insurer shall be subrogated to all the **Named Entity Insureds'** rights of recovery therefor. The **Named Entity Insureds** shall execute all papers necessary to secure such rights, including executing any documents necessary to enable the Insurer effectively to bring suit in their name, and shall not act or fail to act in any way that impairs the Insurer's rights of subrogation or recovery.

2. If a **Loss** is in part insured and in part uninsured under this Policy or is in an amount in excess of the applicable limit of liability, the **Named Entity Insureds** and the Insurer shall attempt to agree upon an equitable allocation of any recoveries made, whether before or after payment of the **Loss** by the Insurer, from any person or source responsible for causing the **Loss**. Reasonable expenses incurred in making a recovery shall always have priority of payment from all such recoveries. If, after exerting their best efforts, the **Named Entity Insureds** and the Insurer are unable to agree upon such an allocation after taking into account due consideration for the respective parties' willingness to pay the expenses of making any recovery, the Insurer, if requested by the **Named Entity Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Named Entity Insureds**, one arbitrator selected by the Insurer, and a third independent arbitrator selected by the first two arbitrators.

3. In no event shall the **Named Entity Insureds** be entitled to recoup from recoveries any amount to satisfy any retention until after all amounts which the Insurer is required to pay or pays under any applicable **Coverage Part** are reimbursed to the Insurer.

4. Any allocation of recoveries for purposes of this Section **XV** shall not change any provisions dealing with calculation of insured **Crime Loss** under the **Crime Coverage Part**.

XVI. CHANGES

Notice to or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the provisions of this Policy, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Policy.

XVII. NAMED ENTITY AUTHORIZATION

1. The **Named Entity Insureds** agree that **Named Entity** will act on behalf of the **Named Entity Insureds** with respect to giving of all notice to the Insurer (except notices provided in Section VII.1 or 2), the receipt of notices from the Insurer, the payment of the premiums, the receipt of any return premiums that may become due under this Policy, and the acceptance of endorsements.

2. Payment of **Crime Loss** covered under the **Crime Coverage Part** to **Named Entity** shall discharge the Insurer from all further obligations under the **Crime Coverage Part** with respect to such **Crime Loss**, regardless of which **Named Entity Insured** sustained the **Crime Loss**.

XVIII. NO ACTION AGAINST INSURER

1. No action shall be taken against the Insurer unless, as a condition precedent, there shall have been full compliance with all the provisions of this Policy nor until the amount of the **Named Entity Insureds'** obligation to pay shall have been finally determined either by final and nonappealable judgment against the **Named Entity Insureds** after trial or by written agreement of the **Named Entity Insureds**, the claimant and the Insurer.

2. No person or organization shall have any right under this Policy to join the Insurer as a party to any **Liability Claim** against the **Named Entity Insureds** to determine the **Named Entity Insureds'** liability, nor shall the Insurer be impleaded by the **Named Entity Insureds** or their legal representatives in any such **Liability Claim**.

3. Legal proceedings for the recovery of any **Loss** claimed under the **Crime Coverage Part** shall not be brought prior to the expiration of 90 days after proof of loss was received by the Insurer nor more than two years after the loss was discovered.

XIX. ASSIGNMENT OF INTEREST

Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed to this Policy.

XX. TERRITORY

Coverage shall apply solely to **Claims** brought and maintained entirety within and subject to the laws of the United States of America or any territory, possession, state, province or subdivision thereof.

XXI. ENTIRE AGREEMENT

The **Named Entity Insureds** agree that this Policy, consisting of the **Application**, the **Coverage Parts**, and all endorsements listed in the Declarations, constitute the entire contract existing between them and the Insurer or any of its agents relating to this insurance.

XXII. ECONOMIC AND TRADE SANCTIONS

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any **Named Entity Insured**, or any person or entity claiming the benefits of a **Named Entity Insured**, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;

2. Any **Claim** that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such **Claim** is prohibited by U.S. economic or trade sanctions;

3. Any **Claim** that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;

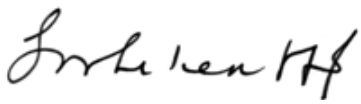
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or

5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy, a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this Policy, a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Chairman and Secretary at Chicago, Illinois, but the same shall not be binding upon the Insurer unless countersigned by a duly authorized representative of the Insurer.



Chairman

Secretary

I. INSURING AGREEMENT

The Insurer shall pay all **Loss** resulting from any **Claim** first made against any **Named Entity, Subsidiary, Insured Person** or **Property Manager** during the **Policy Period** or the Extended Reporting Period, if applicable, for a **Wrongful Act** committed, attempted, or allegedly committed or attempted, by such **Named Entity Insured** before or during the **Policy Period.**

II. DEFINITIONS

For purposes of coverage under this **Coverage Part:**

1. **Claim** means:

   a. a written demand for monetary damages or nonmonetary relief against a **Named Entity Insured** for a **Wrongful Act;**

   b. a civil, criminal, or administrative adjudicatory proceeding against a **Named Entity Insured** for a **Wrongful Act**, including any appeal therefrom; or

   c. a proceeding before the United States Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency, against a **Named Entity Insured** for a **Wrongful Act** which is a **Wrongful Employment Practice.**

2. **Construction Defect** means any alleged or actual defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of (i) faulty or incorrect design or architectural plans, (ii) improper soil testing, (iii) inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence, (iv) the construction, manufacture or assembly of any tangible property, (v) the failure to provide construction related goods or services as represented or to pay for such goods or services, or (vi) the supervision of such activities.

3. **Insured Persons** means all past, present or future duly elected or appointed directors, officers, trustees, employees (including full time, part time, seasonal, temporary, leased or loaned employees), or committee members of **Named Entity** or any **Subsidiary;** volunteers acting on behalf of and at the specific direction of the **Named Entity** or any **Subsidiary;** or **Property Manager Employees.**

4. **Loss** means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest) and **Defense Costs** for which the **Named Entity Insureds** are legally obligated to pay on account of a covered **Claim. Loss** shall not include:

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

   b. taxes;

   c. any amounts for which there is no legal recourse against the **Named Entity Insureds;** or

   d. matters which are uninsurable under the law pursuant to which this Policy is construed.

   Loss shall include punitive, exemplary or multiple damages, if insurable, to the fullest extent permitted by any applicable law.

5. **Publishers' Wrongful Act** means a **Wrongful Act** that is:

   a. copyright, trademark, trade name, trade dress or service mark infringement;

   b. unauthorized use of title;

   c. plagiarism; or

   d. misappropriation of ideas.

6. **Property Manager Services** means the following services provided by the **Property Manager** for **Named Entity** for a fee:

   a. development and implementation of management plans and budget;

   b. oversight of physical maintenance of property;

   c. solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;

   d. development, implementation and management of loss control and risk management plans for real property;

   e. development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the property;

   f. feasibility studies and recommendations regarding maintenance, repairs, renovations or alterations of managed premises, provided said maintenance, repairs, renovation or alterations do not involve the services of an architect; and

   g. personnel administration and record keeping, including tax filings, in connection with a managed property.

7. **Specified Peril** means aircraft or self propelled missiles; explosion; fire; lightning; flood, surface water, waves, tidal water, overflow of a body of water or spray from any of the foregoing, even if driven by wind; hail; leakage from fire equipment; mechanical breakdown; smoke; soil, subsoil or earth movement or subsidence, whether by earthquake, landslide, mudslide, volcanic eruption or other natural or man-made causes; or wind.

8. **Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed or attempted by:

   a. the **Insured Persons** in their capacity as such, or any matter claimed against the **Insured Person** solely by reason of serving in such capacity;

   b. any **Named Entity** or **Subsidiary**; or

   c. a **Property Manager**, but solely in the capacity as a **Property Manager** performing **Property Manager Services**,

   including but not limited to any **Publishers' Wrongful Act**, any **Wrongful Employment Practice**, and any **Wrongful Personal Injury.**

9. **Wrongful Employment Practice** means any **Wrongful Act** constituting or relating to:

   a. wrongful dismissal or discharge or termination of employment, whether actual or constructive;

   b. employment-related misrepresentation;

   c. violation of any federal, state or local laws (whether common-law or statutory) concerning employment or discrimination in employment, including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866;

   d. sexual harassment or other unlawful harassment in the work place;

   e. wrongful deprivation of career opportunity or failure to employ or promote;

   f. wrongful discipline of employees;

   g. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;

h. negligent evaluation of employees;

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

j. employment-related defamation or invasion of privacy; or

k. employment-related wrongful infliction of emotional distress

10. **Wrongful Personal Injury** means a **Wrongful Act** of:

a. false arrest, wrongful detention or imprisonment;

b. malicious prosecution;

c. libel, slander or other defamation;

d. publication or an utterance in violation of an individual's right to privacy;

e. wrongful entry or eviction, or other invasion of the right to private occupancy; or

f. discrimination, other than employment related discrimination.

III. EXCLUSIONS

1. Exclusions Applicable to all **Loss**

The Insurer shall not be liable to pay any **Loss** in connection with any **Claim:**

a. based upon, directly or indirectly arising out of, or in any way involving any:

(1) actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person (except employment-related wrongful infliction of emotional distress in a **Claim** for a **Wrongful Employment Practice**);

(2) actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of **Fungi** or **Microbes;** or the actual, alleged or threatened failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, assess the effects of or advise of the existence of any **Fungi** or **Microbes.** This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **Losses** claimed;

(3) **Construction Defect**;

(4) **Specified Peril** (except that part of **Loss** which constitutes **Defense Costs** in a **Claim** for such **Specified Peril**); or

(5) damage to tangible property; loss of use or view, or destruction or deterioration of any tangible property; or failure to supervise, repair or maintain tangible property. However, this exclusion shall not apply to that part of **Loss** which constitutes **Defense Costs** in **Claims** for (a) decisions by the board of the **Named Entity** or any committee thereof to impose assessments upon residents, unit owners or members of the **Named Entity**; or (b) decisions of the board of the **Named Entity** 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;

b. based upon, directly or indirectly arising out of, or in any way involving:

(1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy, in whole or in part, regardless of whether such prior policy affords coverage; or

(2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;

c. based upon, directly or indirectly arising out of, or in any way involving or constituting any civil, criminal, administrative or regulatory proceeding, investigation or arbitration against any of the **Named Entity Insureds**:

(1) pending prior to the applicable Prior or Pending Date set forth in the Coverage Schedule of the Declarations; or

(2) which has been the subject of any notice given under any prior policy, regardless whether such prior policy affords coverage for such proceeding, investigation, or arbitration;

or any fact, circumstance, situation, transaction or event underlying or alleged in such proceeding, investigation or arbitration;

d. based upon, directly or indirectly arising out of, or in any way involving: any nuclear reaction, radiation or contamination, or any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, **Pollutants**; any request, direction or order that any of the **Named Entity Insureds** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of **Pollutants** or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or any actual or alleged property damage, or bodily injury, sickness, disease or death of any person, or financial loss to **Named Entity** or any **Subsidiary**, their security holders, or their creditors resulting from any of the aforementioned matters; provided however, this exclusion shall not apply to any **Claim** for retaliatory treatment of the claimant by the **Named Entity Insureds** on account of the claimant's actual or threatened disclosure of the matters described in this exclusion;

e. for any **Wrongful Act** by **Insured Persons** in the discharge of their duties in their capacities, or solely by reason of their status, as directors, officers, trustees, regents, governors or employees of any entity other than **Named Entity**, any **Subsidiary** or the **Property Manager**, even if directed or requested by **Named Entity**, any **Subsidiary** or the **Property Manager** to serve as directors, officers, trustees, regents, governors or employees of such other entity;

f. where it is established in a final adjudication by the judge, jury or arbitrator in such **Claim** that such **Named Entity Insured** gained any profit, remuneration or pecuniary advantage to which they were not legally entitled. For purposes of determining the applicability of this exclusion, the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured Person**, and only facts pertaining to and knowledge possessed by an **Executive Officer** shall be imputed to the **Named Entity**, any **Subsidiary** or **Property Manager** for the purpose of determining if coverage is available;

g. where it is established in a final adjudication by the judge, jury or arbitrator in such **Claim** that such **Named Entity Insured** committed any fraudulent or criminal **Wrongful Act** with actual knowledge of its wrongful nature or with intent to cause damage. For purposes of determining the applicability of this exclusion, the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured Person**, and only facts pertaining to and knowledge possessed by an **Executive Officer** shall be imputed to the **Named Entity**, any **Subsidiary** or **Property Manager** for the purpose of determining if coverage is available;

h. based upon, directly or indirectly arising out of, or in any way involving a lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations, or the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state, local or common law;

i. based upon, directly or indirectly arising out of, or in any way involving any actual or alleged violation of (i) **ERISA or any Similar Act;** (ii) any law governing workers' compensation, unemployment insurance, social security, disability or similar law, (iii) the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), (iv) the Fair Labor Standards Act (except the Equal Pay Act), (v) the National Labor Relations Act, (vi) the Occupational Safety and Health Act of 1970 (OSHA), or (vii) any similar federal, state or local law. However, this exclusion shall not apply to any **Claim** for retaliatory treatment of the claimant by the **Named Entity Insureds** on account of claimant's exercise of a right pursuant to any such laws;

j. by or derivatively on behalf of the **Named Entity** or any **Subsidiary;**

l. for:

(1) any **Wrongful Act** by **Insured Persons** of any **Subsidiary** occurring before the date such entity became a **Subsidiary**, or

(2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts;**

m. for:

(1) a **Named Entity Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees. Provided, however, that this exclusion shall not apply to any **Claim** for liability under an employment contract;

(2) liability of others assumed by the **Named Entity Insured** under any oral or written contract or agreement,

except that coverage otherwise available to a **Named Entity Insured** shall apply to such **Named Entity Insured's** liability that exists in the absence of such contract or agreement; or

n. made against any of the **Insureds** in their capacity as sponsors, builders or developers of the **Named Entity**, or based upon, directly or indirectly arising out of, or in any way involving any actual or alleged misconduct of a sponsor, builder or developer of the **Named Entity**, including but not limited to actual or alleged conflict of interest, self-dealing, or disputes concerning conversion, construction or development.

2. Exclusions Applicable to **Loss** other than **Defense Costs**

The Insurer shall not be liable to pay that portion of **Loss**, other than **Defense Costs**, which constitutes:

a. the cost of any non-monetary relief, including without limitation any costs associated with any injunctive relief of any kind or nature imposed by any judgment or settlement;

b. the costs associated with providing any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act and any amendments thereto or any similar federal, state or local statute, regulation, or common laws;

c. medical or insurance benefits to which the claimant allegedly was entitled or would have been entitled had **Named Entity** or any **Subsidiary** provided the claimant with a continuation or conversion of insurance; or

d. **Loss** arising out of the failure to maintain or effect insurance.

3. Exclusions Applicable to **Property Manager**

The Insurer shall not be liable to pay any **Loss** of the **Property Manager** based upon, directly or indirectly arising out of, or in any way involving:

a. the commingling, misappropriation or improper use of, or failure to pay, collect, or safeguard funds;

b. advice as to property value;

c. the transfer or failure to transfer funds;

d. notarization certification or acknowledgment of a signature;

e. any cease and desist order; or

f. the failure to give timely notice of claim or loss under any insurance policy

g. any **Claim** brought by or derivatively on behalf of the **Named Entity Insured** against a **Property Manager** or a **Property Manager Employee.**

NETWORK RISK AND PRIVACY CLAIM ENDORSEMENT

It is understood and agreed that the **Association Liability Coverage Part**, the Section entitled **DEFINITIONS**, is amended as follows:

I. The definition of **Claim** is amended to include the following:

Claim also includes **Privacy and Network Damage Claims**.

II. Solely with respect to the coverage provided by this endorsement, the following definitions are added:

Electronic Infection means the transmission of a computer virus to a **Network**.

Network means a party's local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, **Network** shall not include the Internet, telephone company networks, or other public infrastructure networks.

Non-public Personal Information means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

Privacy and Network Damage Claim means a **Claim** alleging that:

a. a third party suffered **Privacy Injury or Identity Theft**; or

b. the **Named Entity's Network** sustained a **Security Breach** or **Electronic Infection** that caused a third party to suffer **Privacy Injury or Identity Theft**.

Privacy Injury or Identity Theft means any unauthorized disclosure of, inability to access, or inaccuracy with respect to, **Non-public Personal Information** in violation of any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of **Non-public Personal Information**, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.

Security Breach means the failure of the **Named Entity's Network** hardware, software, firmware, the function or purpose of which is to protect against computer viruses.

III. This endorsement shall not be construed to increase the Limits of Liability of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 1 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

PRIVACY EVENT EXPENSE ENDORSEMENT

It is understood and agreed that the **Association Liability Coverage Part** is amended as follows:

I. The section entitled **INSURING AGREEMENT** is amended to add the following

PRIVACY EVENT EXPENSE

The Insurer will reimburse the **Named Entity** for **Privacy Event Expenses**, up to the limit of liability in the amount of $100,000, that it incurs to directly respond to a **Privacy Event** first discovered during the **Policy Period**; provided, however, that all **Privacy Event Expenses** must be:

a. reported to the Insurer as soon as reasonably practicable after the **Insured Persons** learn of such **Privacy Event** but in no event later than ten (10) days after termination or expiration of the **Policy Period**;

b. incurred within twelve months following the date that the **Named Entity Insured** reports the **Privacy Event**; and,

c. consented to in writing by the Insurer (such consent not to be unreasonably withheld).

All **Related Events** will be considered as having been made at the time the first **Privacy Event** is made.

The Limit of Liability stated above shall be a part of, and not in addition to, the Limit of Liability set forth on the Declarations for the Association Liability Coverage Part.

II. Solely with respect to the coverage provided by this endorsement, the section entitled **DEFINITIONS** is amended to add the following

Nonpublic Corporate Information means proprietary and confidential information, including trade secrets, of a third-party entity.

Nonpublic Personal Information means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

Privacy Event means any event or series of events or **Related Events** which in the reasonable opinion of any director or officer of the **Named Entity Insured** did cause or is reasonably likely to result in the disclosure or unauthorized use of **Protected Information** in the **Named Entity Insured's** care or custody.

Privacy Event Expenses means all reasonable and necessary fees, costs and expenses incurred by the **Named Entity Insured** and consented to by the Insurer:

A. to provide voluntary notification to individuals or entities whose **Protected Information** may have been subject to a **Privacy Event**;

B. to directly effect compliance with a **Security Breach Notice Law** including notification to individuals or entities who are required to be notified;

C. to hire a computer forensics firm to investigate the existence and cause of a **Privacy Event** and to determine the extent such **Protected Information** has been or may have been disclosed;

D. to hire an attorney or expert to negotiate with regulators and determine the applicability of and the actions necessary to comply with **Security Breach Notice Laws** after a **Privacy Event**;

E. to minimize harm to the **Named Entity Insured's** reputation from a **Privacy Event**, including but not limited to the costs to set up a call center or provide a credit monitoring service for those impacted by a **Privacy Event**;

F. to remediate any deficiencies that gave rise to the **Privacy Event**.

Protected Information means **Nonpublic Corporate Information** or **Nonpublic Personal Information**.

Related events mean all **Privacy Events** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

Security Breach Notice Law means any statute or regulation that requires an entity that maintains **Protected Information** to provide notice of a **Privacy Event** to specified individuals of any actual or potential unauthorized disclosure or potential disclosure of such **Protected Information**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 2 Policy No.: 618770672	Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

AMEND CLAIMS BY INSURED EXCLUSIONS ENDORSEMENT

It is understood and agreed as follows:

I. The Section of the **Association Liability Coverage Part** entitled **EXCLUSIONS** is amended as follows:

A. The subsection entitled Exclusions Applicable to All **Loss**, Exclusion j., is deleted in its entirety.

B. The subsection entitled Exclusions Applicable to **Property Manager**, Exclusion g., is deleted in its entirety and replaced by the following:

any **Claim** brought by or derivatively on behalf of the **Named Entity** against a **Property Manager** or a **Property Manager Employee**.

II. The Section of the General Terms & Conditions entitled **NAMED ENTITY AUTHORIZATION**, paragraph 1., is amended by the addition of the following:

Notwithstanding anything to the contrary in the Policy, in the event of a **Claim** brought by or on behalf of the **Named Entity** or any **Subsidiary**, the **Named Entity** is not authorized to give notice of such **Claim** to the Insurer or to receive any notice from the Insurer in connection with such **Claim**, unless the **Claim** was asserted against the **Named Entity**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 3	Issued To: Maple Hollow Homeowners Association, Inc.
Policy No.: 618770672	Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

WAGE AND HOUR LAW CLAIMS DEFENSE COSTS COVERAGE ENDORSEMENT

It is understood and agreed as follows:

I. The **Association Liability Coverage Part** is amended as follows:

A. The Section entitled **DEFINITIONS** is amended by the addition of the following new Definitions:

- **Wage and Hour Law Claim** means any **Claim** alleging violation of a **Wage and Hour Law**.
- **Wage and Hour Law** means those provisions of a state or local law or any federal law (including the applicable provisions of the Fair Labor Standards Act other than the Equal Pay Act) or any state, local or federal regulations governing the payment of wages (including but not limited to the payment of overtime, on-call time, rest periods minimum wages) or the classification of employees for the purpose of determining employees' eligibility for compensation or other benefits.

B. The Section entitled **EXCLUSIONS**, the Subsection entitled Exclusions Applicable to all **Loss**, Exclusion i., is deleted in its entirety and replaced by the following:

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged violation of (i) **ERISA or any Similar Act**; (ii) any law governing workers' compensation, unemployment insurance, social security, disability or similar law, (iii) the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), (iv) the National Labor Relations Act, (v) the Occupational Safety and Health Act of 1970 (OSHA), or (vi) any similar federal, state or local law. However, this exclusion shall not apply to any **Claim** for retaliatory treatment of the claimant by the **Named Entity Insureds** on account of claimant's exercise of a right pursuant to any such laws;

C. The Section entitled **EXCLUSIONS**, the Subsection entitled Exclusions Applicable to **Loss** other than **Defense Costs**, is amended by the addition of the following new exclusion:

- The Insurer shall not be liable under this **Coverage Part** to pay that portion of **Loss**, other than **Defense Costs**, which constitutes damages based upon or arising out of any **Wage and Hour Law**. The Insurer will pay all **Defense Costs** associated with any **Wage and Hour Law Claim** subject to the **Wage and Hour Law Claim** Limit of Liability set forth in paragraph II. of this Endorsement, and the Insurer shall provide the **Named Entity Insured** with a defense of such **Wage and Hour Law Claims**. Such defense will not waive any of the Insurer's rights under this Policy. Notwithstanding anything to the contrary herein, there is no coverage under this **Liability Coverage Part** for any actual or alleged violation of a **Wage and Hour Law** if any **Executive Officer**, any supervisory employee of the **Named Entity**, **Subsidiary** or **Property Manager** or any employee within the human resources or risk management department of the **Named Entity**, **Subsidiary** or **Property Manager** was aware of the violations of the **Wage and Hour Law** prior to the inception date of this Policy.

II. The Section of the General Terms & Conditions entitled **LIMIT OF LIABILITY/RETENTIONS** is amended to add the following new paragraphs:

- **Wage and Hour Law Claims Defense Costs** Only Limit of Liability

  Subject to the applicable Retention, if any, and the Insurer's maximum aggregate Limit of Liability under the **Liability Coverage Part**, the amount of:

  $100,000

  shall be the maximum Aggregate Limit of Liability of the Insurer for all **Defense Costs** under the Policy in connection with **Wage and Hour Law Claims**, regardless of the number of **Wage and Hour Law Claims**, made against a **Named Entity Insured**. This amount is a sublimit of liability which further reduces, and in no way increases, the Scheduled Limit of Liability for the **Liability Coverage Part** as stated in the Declarations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 4 Policy No.: 618770672	Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

OUTSIDE DIRECTOR ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

I. The Section of the **Association Liability Coverage Part** entitled **EXCLUSIONS**, the Subsection entitled Exclusions Applicable to all **Loss**, Exclusion e., is deleted in its entirety and replaced by the following:

for any **Wrongful Act** by **Insured Persons** in the discharge of their duties in their capacities, or solely by reason of their status, as directors, officers, trustees, regents, governors or employees of any entity other than **Named Entity**, any **Subsidiary** or the **Property Manager**, even if directed or requested by **Named Entity**, any **Subsidiary** or the **Property Manager** to serve as directors, officers, trustees, regents, governors or employees of such other entity; provided, however, that this exclusion does not apply to **Insured Persons** representing the **Named Entity** on other community association boards, joint councils, master associations or sub associations, provided that such entities are not-for-profit;

II. Solely with respect to the coverage provided by this endorsement, the General Terms & Conditions, the Section entitled **OTHER INSURANCE**, is amended by the addition of the following:

Any coverage under this Policy for **Claims** against any **Insured Person** representing the **Named Entity** on other community association boards, joint councils, master associations or other related associations shall be specifically excess of any valid and collectible insurance and/or indemnification available to such **Insured Person** from such board, council or association.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 5
Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc.
Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

SUPPLEMENTARY PAYMENT – DEFENDANT REIMBURSEMENT ENDORSEMENT

It is understood and agreed that the **Association Liability Coverage Part** is amended by the addition of the following Supplementary Payment:

- **Supplementary Payment - Defendant Reimbursement**

  If the Insurer requests an **Insured Person's** presence at a trial, hearing, deposition, mediation or arbitration, the Insurer will pay up to $250.00 a day per person for reimbursement of lost wages, subject to a maximum amount of $2,500 per **Claim** per **Policy Period**. Such payments are in addition to the limits of liability and do not erode any retention.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 6
Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc.
Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

DEFENSE COSTS OUTSIDE THE LIMITS ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

I. The third paragraph of the Notice on the Declarations is deleted in its entirety.

II. Item 5. of the Declarations, the Column entitled SCHEDULED LIMITS OF LIABILITY, is amended to read as follows:

SCHEDULED LIMITS OF LIABILITY (exclusive of **Defense Costs**)

III. The General Terms & Conditions, the Section entitled **LIMIT OF LIABILITY/RETENTIONS**, the paragraph entitled Limit of Liability is amended as follows:

A. The following new paragraph is added:

- **Defense Costs**

  Defense Costs are in addition to the limits of liability.

B. The following parenthetical is added in every instance where the defined term **Liability Loss** or **Loss** (other than when used in the defined term **Crime Loss**) appears:

(other than **Defense Costs**)

IV. The General Terms & Conditions, the Section entitled **DEFENSE AND SETTLEMENT OF LIABILITY CLAIMS**, is amended as follows:

A. The subsection entitled Defense of **Claims** is deleted in the entirety and replaced by the following:

Defense of **Claims**

The Insurer has the right and duty to defend all **Liability Claims**, even if the allegations are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **Liability Claim** as it deems necessary. The Insurer's obligation to defend any **Liability Claim** or pay any **Liability Loss** shall be completely fulfilled and extinguished if the limit of liability has been exhausted by payment of **Liability Loss**.

B. The subsection entitled Settlement is deleted in its entirety and replaced by the following:

Settlement

The Insurer shall not settle a **Liability Claim** without the consent of the **Named Entity Insureds**, other than any **Property Manager**, which consent shall not be unreasonably withheld. If the **Named Entity Insureds**, other than any **Property Manager**, unreasonably refuse to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the applicable limit of liability under this Policy shall be reduced to the amount for which the **Liability Claim** could have been settled.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 7
Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc.
Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

PUBLIC RELATIONS EVENT EXPENSES ENDORSEMENT

It is understood and agreed that the **Association Liability Coverage Part** is amended as follows:

A. The following is added as a Supplementary Payment:

- **Public Relations Event Expenses**

  The Insurer will reimburse the **Named Entity** up to $15,000 per **Public Relations Event**, subject to a maximum of $50,000 per **Policy Period**, for reasonable **Public Relations Expenses** incurred by the **Named Entity** for advisory services provided by a public relations firm to the **Named Entity** as a result of a **Public Relations Event** which occurs during the **Policy Period**.

B. The Section entitled **DEFINITIONS** is amended by the addition of the following new Definitions:

- **Public Relations Event** means:

  A. departure, incapacitation, illness or death of an **Executive Officer** or association board member of the **Named Entity**;

  B. the **Named Entity's** dissolution for any reason other than bankruptcy; or

  C. violent act, kidnapping, sexual assault, criminal firearm use or workplace accident resulting in negative local or national media coverage of the **Named Entity**.

- **Public Relations Expenses** means reasonable fees and expenses incurred by the **Named Entity** for advisory services provided by a public relations firm to the **Named Entity** for up to 60 days following a **Public Relations Event**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 8
Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc.
Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

UNLIMITED EXTENDED REPORTING PERIOD ENDORSEMENT FOR PAST DIRECTORS OR OFFICERS

Solely with respect to the **Association Liability Coverage Part**, it is understood and agreed that the General Terms & Conditions, the Section entitled **EXTENDED REPORTING PERIOD/DISCOVERY**, is amended as follows:

I. The following new paragraph is added:

If the **Named Entity** cancels or non-renews this Policy, other than as a result of a takeover, an **Insured Person** who is a past director or officer of the **Named Entity**, but was not serving in such capacity at the time the Policy was cancelled or non-renewed, shall have, at no additional charge, an unlimited period in which to report **Claims**, but only with respect to **Claims** first made against such **Insured Person** after the date of such cancellation or non-renewal arising out of **Wrongful Acts** which occurred prior to the date of cancellation or non-renewal; provided, however, that such unlimited period shall not apply to any **Claim** arising out of a **Wrongful Employment Practice** made against such **Insured Person** if such **Insured Person** was not a director or officer of the **Named Entity** at the time such **Wrongful Employment Practice** occurred.

This period shall be referred to as the unlimited Extended Reporting Period.

Further, there shall be no coverage for any **Claim** otherwise covered under this endorsement if any other policy of insurance which is a renewal, replacement or extension (including run-off) of this Policy, covering such **Insured Person**, is in effect at the time the **Claim** is made, whether or not such policy affords coverage for such **Claim**.

II. Paragraph 5. is deleted in its entirety and replaced by the following:

There is no separate or additional limit for the automatic, optional or unlimited Extended Reporting Period.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed
Endorsement No.: 9 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

SCHEDULE

Solely with respect to any Coverage Part set forth in the Schedule, it is understood and agreed as follows:

Whenever used in this endorsement, 1) "we" means the insurer listed on the policy declarations page; and 2) "you" means the Named Insured listed on the policy declarations page.

A. Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as extended and reauthorized (the "Act"). The criteria contained in the Act for a "certified act of terrorism" include the following:

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

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

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 10	Issued To: Maple Hollow Homeowners Association, Inc.
Policy No.: 618770672	Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

IMMIGRATION CLAIM DEFENSE COSTS ENDORSEMENTS
(with Sublimit)

It is understood and agreed that the solely with respect to the **Association Liability Coverage Part**, the Policy is amended as follows:

I. The General Terms and Conditions is amended as follows:

A. The section entitled **NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE/ SWORN PROOF OF LOSS**, paragraph "3." is amended to add the following:

c. or, notwithstanding anything to the contrary, any **Immigration Claim** shall be deemed made on the earliest of the date of:

i. service upon, or other receipt by any **Named Entity Insured** of a complaint, subpoena, indictment, notice of charge or similar document in a criminal proceeding, criminal administrative proceeding or criminal regulatory proceeding; or

ii. an **Insured Person** being identified by name in a formal order of investigation, Wells Notice, target letter (within the meaning of Title 9, §11.151 of the United States Attorney's Manual), or similar document, someone against whom a criminal investigation may be brought.

B. The section entitled **LIMIT OF LIABILITY/RETENTIONS** is amended as follows:

Immigration Claims Defense Costs Sublimit of Liability

Subject to the applicable retention and the **Policy Period** aggregate Limit of set forth in the Declarations, the amount of $100,000 shall be the maximum per **Policy Period** aggregate Limit of Liability of the Insurer for all **Defense Costs** under the Policy for all **Immigration Claims** covered under the **Association Liability Coverage Part**, regardless of the number of such Immigration **Claims**, **Named Entity Insureds** or claimants. This amount is a sublimit of liability which further reduces, and in no way increases, the Limit of Liability for the **Association Liability Coverage Part** set forth in the Declarations.

II. The Association Liability Coverage Part, is amended as follows:

A. The section entitled **DEFINITIONS** is amended as follows:

1. The definition of **Claim**, is deleted in its entirety and replaced with the following:

Claim means:

a. a written demand for monetary damages or nonmonetary relief against a **Named Entity Insured** for a **Wrongful Act**;

b. a civil, criminal, or administrative adjudicatory proceeding against a **Named Entity Insured** for a **Wrongful Act**, including any appeal therefrom (other than an **Immigration claim**); or

c. a proceeding before the United States Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency, against a **Named Entity Insured** for a **Wrongful Act** which is a **Wrongful Employment Practice** (other than an **Immigration claim**); or

d. an **Immigration Claim** for a **Wrongful Act**, which is a **Wrongful Immigration Employment Practice**, including any appeal therefrom;

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2. **Immigration Claim** means;

   a. a criminal proceeding, criminal administrative or criminal regulatory proceeding against a **Named Entity Insured**; or

   b. a criminal investigation of an **Insured Person**;

   based upon or arising out of an actual or alleged violation of the Federal Immigration & Nationality Act, 8 U.S.C., Section 1101, et seq., as amended.

3. The definition of **Wrongful Employment Practice**, is amended to add the following

   - **Wrongful Immigration Employment Practice**

4. The following new definition is added:

   Wrongful Immigration Employment Practice means any actual or alleged hiring, harboring, employment or attempted employment of illegal aliens or potential illegal aliens committed or attempted by the Insured Persons in their capacity as such or by the **Named Entity** or **Subsidiar**y.

B. The section entitled **EXCLUSIONS**, the sub-section Exclusions Applicable to **Loss** other than **Defense Costs** is amended to add the following new exclusion:

   For an **Immigration Claim**.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 11 Policy No.: 618770672	Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

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WORKPLACE VIOLENCE ACT ENDORSEMENT (WITH SUBLIMIT)

It is understood and agreed that notwithstanding anything to the contrary and solely with respect to the coverage provided by this endorsement, the Policy is amended as follows:

I. The General Terms and Conditions are amended as follows:

Workplace Violence Act Expenses Sublimit of Liability

Subject to Scheduled Limits of Liability for the **Association Liability Coverage Part**, the, the amount of $100,000 shall be the maximum aggregate Limits of Liability of the Insurer for all W**orkplace Violence Act Expenses** under the Policy for all Workplace Violence Acts covered under the Insuring Agreement entitled **Workplace Violence Act Expenses**, regardless of the number of such **Workplace Violence Acts** or **Named Entity Insureds**. This amount is a sublimit of liability which further reduces, and in no way increases, the Limit of Liability for the **Association Liability Coverage Part** set on the Declarations.

II. The **Liability Coverage Part** is amended as follows:

A. The section entitled **INSURING AGREEMENT** is amended by the addition of the following new Insuring Agreement:

Workplace Violence Act Expenses

The Insurer shall pay all **Loss** that constitutes Workplace Violence Act Expenses, up to the **Workplace Violence Act Expenses** sublimit of liability, resulting from any **Workplace Violence Act** first taking place during the **Policy Period**, provided that such **Workplace Violence Act** is reported to the Insurer in writing as soon as practicable but in no event later than sixty (60) days after the occurrence of the **Workplace Violence Act**. No retention applies to **Workplace Violence Act Expenses.**

B. The section entitled **DEFINITIONS** is amended as follows:

1. The definition of **Loss** is amended by the addition of the following:

Loss also means **Workplace Violence Act Expenses**.

2. The following new definitions are added:

Premises means any buildings, facilities or properties occupied by the **Named Entity**, **Subsidiary** or **Property Manager** and in which such **Named Entity**, **Subsidiary** or **Property Manager** conducts its business operations.

Workplace Violence Act means any intentional or unlawful act:

a. of deadly force involving the use of a lethal weapon; or

b. involving the threat of deadly force via the display of a lethal weapon;

which is committed on or in the **Premises** and which causes, or could cause, bodily injury or death to an **Insured Person**.

Workplace Violence Act Expenses means the reasonable and necessary fees and expenses (other than regular or overtime wages or salaries) incurred by the **Named Entity**, **Subsidiary** or **Property Manager**, with the prior written consent of the Insurer, in connection with a **Workplace Violence Act** and for:

a. an independent security consultant for the first ninety (90) days immediately following the date on which the **Workplace Violence Act** takes place;

b. an independent public relations consultant for the first ninety (90) days immediately following the date on which the **Workplace Violence Act** takes place;

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c. a counseling seminar for all employees of the **Named Entity**, **Subsidiary** or **Property Manager** conducted by an independent consultant within the first ninety (90) days immediately following the date on which the **Workplace Violence Act** takes place;

d. an independent security guard service for the first fifteen (15) days immediately following the date on which the **Workplace Violence Act** takes place; and

e. an independent forensic analyst for the first ninety (90) days immediately following the date on which the **Workplace Violence Act** takes place.

C. The section entitled **EXCLUSIONS** is amended as follows:

1. The paragraph entitled Exclusions Applicable to All Loss is amended by the addition of the new exclusion:

   • based upon or arising out of a **Workplace Violence Act**;

2. The following is added:

Exclusions Applicable to Workplace Violence Acts

The Insurer shall not be liable to pay under this **Coverage Part**:

1. any **Workplace Violence Act Expenses** resulting from any **Workplace Violence Act** which takes place at or in any location other than an **Named Entity**, **Subsidiary**, or **Property Manager's Premises**;

2. any **Workplace Violence Act Expenses** resulting from any **Workplace Violence Act** which is based upon or arises out of declared or undeclared war, civil war, insurrection, civil commotion, insurrection, rebellion, revolution, military action, invasion, riot, government intervention, expropriation or nationalization;

3. any **Workplace Violence Act Expenses** resulting from any **Workplace Violence Act** which is based upon or arises out of the use or threat of force or violence occurring for the purpose of demanding money, securities or property; or

4. any legal costs, attorneys' fees, expenses, settlement, judgments, penalties or other amounts incurred as a result of any proceeding brought against any **Named Entity Insured** in connection with a **Workplace Violence Act**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 12 Policy No.: 618770672	Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

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REMOVE SPECIFIED PERIL

In consideration of the premium paid for this Policy, it is agreed that the **Liability Coverage Part** is amended as follows:

1. Section II. DEFINITIONS, Definition 7., **Specified Peril** is deleted in its entirety.
2. Section III. EXCLUSIONS, Paragraph 1., Exclusions Applicable to All **Loss**, subparagraph (a)(4) **Specified Peril**, is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

Must be Completed
Endorsement No.: 13
Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc.
Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

BREACH OF CONTRACT DEFENSE COVERAGE WITH SUBLIMIT ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that the **Liability Coverage Part**, Section **III**, **EXCLUSIONS**, is amended as follows:

1. Paragraph 1, Exclusions Applicable to All **Loss**, subparagraph m. is deleted in its entirety and replaced as follows:

   m. for:

   (1) a **Named Entity Insured's** actual or alleged liability under any oral contract or agreement, including but not limited to express warranties or guarantees. Provided, however, that this exclusion shall not apply to any **Claim** for liability under an employment contract;

   (2) liability of others assumed by the **Named Entity Insured** under any oral or written contract or agreement,

   except that coverage otherwise available to a **Named Entity Insured** shall apply to such **Named Entity Insured's** liability that exists in the absence of such contract or agreement; or

2. Paragraph 2. Exclusions Applicable to **Loss** Other than **Defense Costs**, is amended to add the following new Exclusion:

   - The Insurer shall not be liable to pay that portion of **Loss**, other than **Defense Costs**, for:

     a **Named Entity Insured's** actual or alleged liability under any written contract or agreement, including but not limited to express warranties or guarantees. Provided, however, that this exclusion shall not apply to any **Claim** for liability under an employment contract; except that coverage otherwise available to a **Named Entity Insured** shall apply to such **Named Entity Insured's** liability that exists in the absence of such written contract or agreement.

     Defense Costs coverage provided herein shall be subject to the following Retention and Sublimit. Such sublimit shall be included within, and not in addition to, the aggregate Limit of Liability for all **Liability Loss** as stated in Item 5. on the Declarations.

     Retention: $1,000 per **Claim**

     Sublimit: $1,000,000 per **Claim** and in the aggregate

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 14 Policy No.: 618770672	Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

BI-LATERAL OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that the **General Terms & Conditions**, Section III. **EXTENDED REPORTING PERIOD/DISCOVERY**, is amended as follows:

1. paragraph 2 is deleted in its entirety and replaced with the following:

   2. If the **Named Entity** cancels or non-renews or the Insurer non-renews this Policy, the **Named Entity** shall have the right to purchase, upon payment of an additional premium equal to 100% of the annualized **Policy Premium**, an extension of this Policy for a period of 12 months immediately following the end of the automatic Extended Reporting Period, but only under the **Liability Coverage Part**, and only with respect to any **Wrongful Act** committed before the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**;

      This period shall be referred to as the optional Extended Reporting Period.

2. Paragraph 6 is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 15	Issued To: Maple Hollow Homeowners Association, Inc.
Policy No.: 618770672	Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

AMEND SETTLEMENT ENDORSEMENT

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the General Terms & Conditions, Section **VI. DEFENSE AND SETTLEMENT OF LIABILITY CLAIMS**, Paragraph 2. Settlement, is deleted in its entirety and replaced as follows:

2. **Settlement**

   The Insurer shall not settle a **Liability Claim** without the written consent of the **Named Entity Insureds**, other than the **Property Manager**. If the **Named Entity Insured**, other than the **Property Manager**, refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the limit of liability applicable to such **Liability Claim** for all **Loss** including **Defense Costs** under this Policy shall be reduced to:

   a. the amount of the proposed settlement plus **Defense Costs** incurred up to the date of the **Named Entity Insured's** refusal to consent to proposed settlement of such **Liability Claim**;

   plus:

   b. eighty percent (80%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph a. above, incurred in connection with such **Liability Claim**. The remaining twenty percent (20%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph a. above will be borne uninsured and at the **Insured's** own risk;

   which amount shall not exceed the remainder of the applicable limit of liability specified on the Declarations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 16 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

MEDIATION ENDORSEMENT

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the General Terms & Conditions, Section **VI. DEFENSE AND SETTLEMENT OF LIABILITY CLAIMS**, is amended to add the following new paragraph at the end as follows:

Mediation

If, prior to institution of arbitration proceedings or service of suit or within sixty (60) days of the institution of such proceedings or service of suit, the Insurer and the **Named Entity** agree to use a process of non binding intervention by a neutral third party to resolve any **Liability Claim** reported to the Insurer, and if such **Liability Claim** is resolved through such process, the Insurer will reduce the retention applicable to such **Liability Claim** by fifty percent (50%) or five thousand dollars ($5,000.00), whichever is less.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 17 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

I. INSURING AGREEMENTS

1. **Employee Theft**

   The Insurer will pay the **Named Entity**, any **Subsidiary** and any **Plan** for loss of, and loss from damage to, Covered Property resulting directly from a Covered Cause of Loss.

   a. Covered Property: **Money, Securities**, and **Property Other Than Money and Securities.**

   b. Covered Cause of Loss: **Employee Theft.**

The Insurer will provide the following coverages to the **Named Entity** and any **Subsidiary:.**

2. **Forgery** or **Alteration**

   The Insurer will pay for loss involving Covered Instruments resulting directly from a Covered Cause of Loss.

   a. Covered Instruments: Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **Money** that are actually or purportedly:

      (1) made or drawn by or drawn upon the **Named Entity** and any **Subsidiary;**

      (2) made or drawn by one acting as an agent for the **Named Entity** and any **Subsidiary**

   b. Covered Cause of Loss: **Forgery** or **Alteration** of, on or in any Covered Instrument.

   c. Coverage Extension: If the **Named Entity** and any **Subsidiary** are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and the **Named Entity** and any **Subsidiary** have the Insurer's prior written consent to defend against the suit, the Insurer will pay for any reasonable legal expenses that the **Named Entity** and any **Subsidiary** incur and pay in that defense. The amount the Insurer will pay under this extension is in addition to the Limit of Insurance applicable to this Insuring Agreement and is not subject to the Retention.

   Mechanically reproduced facsimile signatures shall be deemed handwritten signatures.

3. **Theft**, Disappearance and Destruction

   The Insurer will pay for loss of Covered Property resulting directly from a Covered Cause of Loss.

   a. Section 1--Inside the Premises

      (1) Covered Property: **Money** and **Securities** inside the **Premises** or a **Banking Premises.**

      (2) Covered Causes of Loss:

         (a) **Theft**

         (b) Disappearance

         (c) Destruction

      (3) Coverage Extensions:

         (a) Containers of Covered Property: The Insurer will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the **Premises** resulting directly from an actual or attempted:

(i) **Theft** of, or

(ii) unlawful entry into,

those containers.

(b) Premises Damage: The Insurer will pay for loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft** of Covered Property if the **Named Entity** and any **Subsidiary** are the owner of the **Premises** or are liable for damage to it.

b. Section 2--Outside the Premises

(1) Covered Property: **Money** and **Securities** outside the **Premises** in the care and custody of a **Messenger.**

(2) Covered Causes of Loss:

(a) **Theft**

(b) Disappearance

(c) Destruction

(3) Coverage Extension:

The Insurer will pay for loss of Covered Property resulting directly from a Covered Cause of Loss while outside the **Premises** in the care and custody of an armored motor vehicle company. But the Insurer will pay only for the amount of loss that the **Named Entity** and any **Subsidiary** cannot recover:

(a) Under the **Named Entity** and any **Subsidiary's** contract with the armored motor vehicle company; and

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

4. **Computer Fraud** and **Wire Transfer Communication** Fraud

The Insurer will pay for loss of, and loss from damage to, Covered Property resulting directly from a Covered Cause of Loss.

a. Covered Property: **Money, Securities** and **Property Other Than Money and Securities**.

b. Covered Cause of Loss: **Computer Fraud**.

It is a condition of coverage for loss from an account of the **Named Entity** and any **Subsidiary** at a banking institution that the **Named Entity Insureds** authorize, pursuant to written agreements with such banking institutions, the electronic or wire transfer of Covered Property at the **Named Entity** and any **Subsidiary 's** request that:

a. Contains a listing of the **Named Entity** and any **Subsidiary's Employees** who are authorized to initiate wire transfers;

b. Requires that the banking institution verify by telephone conversation with the **Named Entity** and any **Subsidiary's** authorized **Employees** any electronic or wire transfer instructions communicated by the **Named Entity** and any **Subsidiary** other than:

(1) **Prearranged Transfers**; or

(2) transfers made through an automated teller machine,

before transferring Covered Property;

c. Requires the banking institution to confirm completed transfers in writing to the **Named Entity** and any **Subsidiary** within five working days; and

d. Does not impair the **Named Entity** and any **Subsidiary's** right of action against the banking institution for any loss of Covered Property resulting from failure to exercise reasonable care or to comply with the **Named Entity** and any **Subsidiary's** communication instructions.

II. DEFINITIONS

For purposes of this **Coverage Part:**

1. **Alteration** means the material modification of an original document by a person acting without authority and with intent to deceive.

2. **Banking Premises** means the interior of that portion of any building occupied by a banking institution or similar safe depository.

3. **Computer Fraud** means:

   a. **Theft** of Covered Property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the **Premises** or **Banking Premises** to a person (other than a **Messenger**) outside those **Premises** or to a place outside those **Premises**; and

   b. **Theft** of **Money** or **Securities** following and directly related to use of written or verbal instructions which are purported to have been made by the **Named Entity Insureds**, to fraudulently cause an electronic transfer of that property from the **Banking Premises** to:

      (i) another account, except an account controlled by the **Named Entity Insureds**, within the **Banking Premises**; or

      (ii) a person (other than a **Messenger**) or place outside the **Banking Premises.**

4. **Custodian** means the **Named Entity Insureds**, any of their partners or any **Employee** while having care and custody of the property inside the **Premises**, excluding any person while acting as a **Watchperson** or janitor.

5. **Employee** means:

   a. Any natural person while in **Named Entity's** or any **Subsidiary's** service (and for 30 days after termination of service), if **Named Entity** or any **Subsidiary** (i) compensates such natural person directly by salary, wages or commissions, and (ii) has the right to direct and control such natural person while performing services for the **Named Entity** or any **Subsidiary** ; or

   b. Any natural person performing services for **Named Entity** or any **Subsidiary** on a leased, loaned, volunteer, non-compensated, temporary or part-time basis, but only while and to the extent such persons are subject to **Named Entity** or any **Subsidiary** direction and control and performing services for **Named Entity** or any **Subsidiary** , including but not limited to **Property Manager**; or

c. With respect to any **Plan**:

(i) A natural person who is a trustee, officer, employee or a manager, except an administrator or a manager who is an independent contractor; and

(ii) A natural person who is a director or trustee of the **Named Entity** or any **Subsidiary**, while handling funds or other property of the **Plan.**

However, **Employee** does not mean any sponsor, developer, or developer of the **Named Entity** or any **Subsidiary.**

6. **Employee Theft** means the unlawful taking of Covered Property to the deprivation of the **Insured**, where such unlawful taking is committed by an **Employee** acting alone or in collusion with others.

7. **Forgery** means the signing of the name of another person or organization, including a facsimile signature, without authority and with intent to deceive; but it does not include a signature consisting in whole or in part of one's own name, signed with or without authority, in any capacity, for any purpose.

8. **Messenger** means an **Employee** of the **Named Entity Insureds**, or any of **Named Entity Insured's** partners while having care and custody of the property outside the **Premises.**

9. **Money** means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

10. **Plan** means any of the **Named Entity's** or **Subsidiaries'** Employee Welfare or Pension Plan which is subject to the provisions of ERISA.

11. **Prearranged Transfer** means an electronic transfer which is part of a regular or scheduled series of electronic transfers, authorized by written agreement, to a designated banking institution specifying:

a. the amount of Covered Property to be transferred; and

b. account number to be credited.

12. **Premises** means the interior of that portion of any building that the **Named Entity Insureds** occupy in conducting its business.

13. **Property Other Than Money and Securities** means any tangible property, other than **Money** or **Securities**, that has intrinsic value, but does not include any property listed in any **Crime Coverage Part** as property which is not covered.

14. **Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Named Entity Insureds**; but does not include **Money.**

15. **Theft** means any act of stealing.

16. **Wire Transfer Communication Fraud** means **Theft** of Covered Property following and directly related to use of written or verbal instructions which are purported to have been made by you, to fraudulently cause an electronic transfer of that property from the **Banking Premises** to:

    a. another account, except an account controlled by you, within the **Banking Premises**; or

    b. a person (other than a messenger) or place outside the **Banking Premises.**

III. EXCLUSIONS

The Insurer shall not be liable to pay the following loss under this Crime Coverage Part:

1. Acts committed by any sponsor, builder, or developer of the **Named Entity Insureds**, while acting in their capacity as a sponsor, builder or developer.

2. Loss caused by any **Employee** by acts committed after the **Named Entity Insureds** or any of its directors or officers not in collusion with the **Employee** first learn of any dishonest act committed by the **Employee**, whether before or after becoming employed by the **Named Entity Insureds.**

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

4. Loss that is an indirect result of any Covered Cause of Loss including, but not limited to, loss resulting from:

    a. The **Named Entity Insureds'** inability to realize income that **Named Entity Insureds** would have realized had there been no loss of, or loss from damage to, Covered Property.

    b. Payment of damages of any type for which the **Named Entity Insureds** are legally liable. However, the Insurer will pay compensatory damages arising directly from a loss covered under this insurance.

    c. Payment of costs, fees or other expenses that the **Named Entity Insureds** incur in establishing either the existence or the amount of loss under this insurance.

5. Loss which is potential income, including but not limited to interest and dividends, not realized by the **Named Entity Insureds.**

6. Fees and expenses related to any legal action, except as may be provided under Subsection c of Insuring Agreement 2.

7. Loss resulting from any nuclear reaction, radiation or contamination, or any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, **Pollutants**; any request, direction or order that the **Named Entity Insureds** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of **Pollutants** or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or any actual or alleged property damage, or bodily injury, sickness, disease or death of any person, or financial loss to **Named Entity Insureds**, their security holders, or their creditors resulting from any of the aforementioned matters.

8. Loss resulting from actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of **Fungi** or **Microbes**; or the actual, alleged or threatened failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, assess the effects of or advise of the existence of any **Fungi** or **Microbes.** This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the losses claimed.

9. Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

10. Under Insuring Agreement 1, loss caused by any **Employee** of the **Named Entity Insureds**, or predecessor in interest of the **Named Entity Insureds**, for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.

11. Under Insuring Agreements 1 and 4, loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

    a. an inventory computation; or

    b. a profit and loss computation.

12. Loss resulting from any dishonest or criminal act committed by any **Named Entity Insureds's Employees**, directors, trustees or authorized representatives:

    a. acting alone or in collusion with other persons; or

    b. while performing services for the **Named Entity Insureds** or otherwise

    However, this exclusion does not apply to Insuring Agreement 1.

13. Under Insuring Agreement 3, loss resulting from accounting or arithmetical errors or omissions.

14. Under Insuring Agreement 3, loss resulting from the giving or surrendering of property in any exchange or purchase.

15. Under Insuring Agreement 3, loss from damage to the **Premises** resulting from fire, however caused.

16. Under Insuring Agreement 3, loss of property contained in any money operated device unless the amount of **Money** deposited in it is recorded by a continuous recording instrument in the device.

17. Under Insuring Agreement 3, loss of property after it has been transferred or surrendered to a person or place outside the **Premises** or **Banking Premises:**

    a. On the basis of unauthorized instructions; or

    b. As a result of a threat to do:

        (1) Bodily harm to any person; or

        (2) Damage to any property.

    However, this exclusion does not apply under Section 2 of Insuring Agreement 3 to loss of Covered Property while outside the **Premises** or **Banking Premises** in the care and custody of a **Messenger** if the **Named Entity Insureds:**

        (i) Had no knowledge of any threat at the time the conveyance began; or

        (ii) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

18. Under Insuring Agreement 3, loss from damage to the **Premises** or its exterior, to property, or to containers of Covered Property by vandalism or malicious mischief.

19. Under Insuring Agreement 3, loss resulting from the **Named Entity Insureds** or anyone acting on its express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

IV. OTHER CONDITIONS

1. The property covered under this **Coverage Part** is limited to property:

   a. that the **Named Entity Insureds** own or hold; or

   b. for which the **Named Entity** is legally liable.

   However, this Coverage Part is for the **Named Entity Insured's** benefit only. It provides no rights or benefits to any other person or organization.

2. Valuation -- Settlement:

   a. Subject to the applicable Limit Of Insurance provision the Insurer will pay for:

      (1) Loss of **Money** but only up to and including its face value. The Insurer may, at its option, pay for loss of **Money** issued by any country other than the United States of America:

         (a) At face value in the **Money** issued by that country; or

         (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

      (2) Loss of **Securities** but only up to and including their value at the close of business on the day the loss was discovered. The Insurer may, at the Insurer's option:

         (a) Pay the value of such loss of **Securities** or replace them in kind, in which event the **Named Entity** must assign to the Insurer all of the **Named Entity Insureds'** rights, title and interest in and to those lost **Securities;**

         (b) Pay the cost of any lost securities bond required in connection with issuing duplicates of the **Securities.** However, the Insurer will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the **lesser** of the:

            (i) value of the **Securities** at the close of business on the day the loss was discovered; or

            (ii) Limit of insurance.

      (3) Loss of, or loss from damage to, **Property Other Than Money and Securities** or loss from damage to the **Premises** for not more than the:

         (a) actual cash value of the property on the day the loss was discovered;

         (b) cost of repairing the property or **Premises**; or

         (c) cost of replacing the property with property of like kind and quality.

         The Insurer may, at the Insurer's option, pay the actual cash value of the property, or repair or replace it.

         If the Insurer cannot agree with the **Named Entity Insureds** upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

   b. The Insurer may, at its option, pay for loss of, or loss from damage to, **Property Other Than Money and Securities:**

(1) in the **Money** of the country in which the loss occurred; or

(2) in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that the Insurer pays for or replaces becomes the Insurer's property.

3. With respect to any **Plan** insured under this **Coverage Part** which is subject to the provisions of ERISA:

a. If any **Plan** is insured jointly with any other entity under this **Coverage Part**, the **Named Entity** or the **Plan** Administrator must select a Limit of Insurance for the Employee Dishonesty Insuring Agreement that is sufficient to provide an amount of insurance for each **Plan** that is at least equal to that required if each **Plan** were separately insured.

b. If the first **Named Insured** in the Declarations is an entity other than a **Plan**, any payment made to that first **Named Insured** for loss sustained by any **Plan** will be held by that first **Named Insured** for the use and benefit of the **Plans** sustaining the loss.

c. If two or more **Plans** are insured under this Coverage Part any payment made for loss:

(1) Sustained by two or more **Plans**; or

(2) Of commingled funds or other property of two or more **Plans** that arises out of one occurrence, is to be shared by each **Plan** sustaining loss, in the proportion that the amount of insurance required for each such **Plan** under ERISA provisions bears to the total of those amounts.

d. No Retention applies to loss that is covered under Insuring Agreement 1 sustained by a **Plan.**

4. If two or more Insuring Agreements of this Coverage Part apply to the same loss, the Insurer will pay the lesser of:

a. The actual amount of loss; or

b. The sum of the limits of insurance applicable to those Insuring Agreements.

5. If **Named Entity Insureds**, or any predecessor in interest, sustained loss during the period of any prior policy that it or the predecessor in interest could have recovered under that policy except that the time within which to discover loss had expired, Insurer will pay for it under this Policy, provided:

a. This Policy became effective at the time of cancellation or termination of the prior policy; and

b. The loss would have been covered by this Policy had it been in effect when the acts or events causing the loss were committed or occurred.

The insurance under this condition is part of, not in addition to, the Limits of Insurance applying to this Policy and is limited to the lesser of the amount recoverable under:

(1) This Policy as of its effective date; or

(2) The prior policy had it remained in effect.

6. If any loss is covered:

a. Partly by this Policy; and

b. Partly by any prior cancelled or terminated policy that Insurer or any affiliate had issued to **Named Entity Insureds** or any predecessor in interest;

the most Insurer will pay is the larger of the amount recoverable under this Policy or the prior policy.

7. **Named Entity Insureds** shall keep records of all Covered Property so Insurer can verify the amount of any **Crime Loss**.

AMEND COMMERCIAL CRIME COVERAGE PART

In consideration of additional premium paid, it is agreed the **Commercial Crime Coverage Part** is amended as follows:

1. Section I. INSURING AGREEMENTS, Insuring Agreement 2 **Forgery** or **Alteration** paragraph a. is deleted in its entirety and replaced as follows:

   2. **Forgery** or **Alteration**

      The Insurer will pay for loss involving Covered Instruments resulting directly from a Covered Cause of Loss.

      a. Covered Instruments: Checks, drafts, promissory notes, credit card or similar written promises, orders or directions to pay a sum certain in **Money** that are actually or purportedly:

         (1) made or drawn by or drawn upon the **Named Entity** and any **Subsidiary**;

         (2) made or drawn by one acting as an agent for the **Named Entity** and any **Subsidiary**

2. Section II. DEFINITIONS, is amended as follows:

   A. Definition 3. **Computer Fraud** is deleted in its entirety and replaced as follows:

      3. **Computer Fraud** means:

         a. **Theft** of Covered Property sustained directly by the **Named Entity**, any **Subsidiary** or **Plan** following and directly related to the use of any computer to fraudulently cause a transfer of that property to a person (other than a **Messenger**); and

         b. **Theft** of **Money** or **Securities** sustained directly by the **Named Entity**, any **Subsidiary** or **Plan** following and directly related to use of written or verbal instructions which are purported to have been made by the **Named Entity Insureds**, to fraudulently cause an electronic transfer of that property from the banking institution to:

            i. another account, except an account controlled by the **Named Entity Insureds**,; or

            ii. person (other than a **Messenger**).

   B. Definition 6. **Employee Theft** is deleted in its entirety and replaced as follows:

      6. **Employee Theft** means the unlawful taking of Covered Property to the deprivation of the **Named Entity**, any **Subsidiary** or **Plan** where such unlawful taking is committed by an **Employee** acting alone or in collusion with others.

   C. Definition 15. **Theft** is deleted in its entirety and replaced as follows:

      15. **Theft** means the unlawful taking of **Money**, **Securities** and **Other Property** to the deprivation of the **Named Entity** or any **Subsidiary**.

3. Section III. EXCLUSIONS, Exclusion 11. is amended to add the following new language:

   However, where it is established wholly apart from such computations that the **Named Entity Insureds** have sustained a loss covered under a covered loss, then the **Named Entity Insureds** may offer inventory records and an actual physical count of inventory in support of other evidences as to the amount of loss claimed.

4. Section IV. OTHER CONDITIONS, is amended as follows:

   A. Paragraph 3. is deleted in its entirety and replaced as follows:

      3. Solely with respect to any **Plan** insured under this **Coverage Part** which is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA),

         a. If the first **Named Entity** is not a **Plan**, any payment for loss sustained by any **Plan** will be made jointly to the first **Named Entity** and to the **Plan** for the use and benefit of the **Plan** sustaining the loss.

         b. If two or more **Plans** are insured under this insurance, any payment the Insurer makes for loss:

            i. sustained by two or more **Plans** or

            ii. of commingled funds or other property of two or more **Plans**

            is to be shared by each **Plan** sustaining loss in the proportion that the amount of insurance required for each such **Plan** under ERISA provisions bears to the total of those amounts.

         c. The retention applicable to Insuring Agreement 1 does not apply.

         d. The first **Named Entity** must select a Limit of Insurance applicable to Insuring Agreement 1 that is at least equal to the minimum amount required by ERISA for any covered Employee Benefit Plans. If plans are insured jointly with any other entity under this Policy the Limit of Insurance must be at least equal to the minimum amount required by ERISA if each **Plan** were insured independently. If it is determined that the applicable Limit of Liability as set forth in the Declarations was less than the amounts required by ERISA on the effective date of this Policy, then, subject to the payment of any additional premium, the applicable Limit of Liability shall be amended to equal the minimum amount required by ERISA;

         e. If, during the **Policy Period**, the **Plan** assets increase, resulting in a Limit of Insurance applicable to Insuring Agreement 1 that is less than the amount required under ERISA, then that Limit of Insurance will be automatically increased to a Limit of Insurance equal to the minimum limits required for that **Plan**.

   B. The following new sections are added

      - **Termination of Coverage as Respects Acts of Any Employee**

        Coverage as respects any **Employee** is terminated:

        a. immediately upon discovery by **Named Entity Insureds** or any partners, not in collusion with the **Employee**, of any dishonest act committed by that **Employee**:

           i. while employed by the **Named Entity**, any **Subsidiary** or **Plan**; or

           ii. prior to becoming employed by the **Named Entity**, any **Subsidiary** or **Plan**, provided dishonest acts committed prior to becoming employed by the **Named Entity**, any **Subsidiary** or **Plan**, resulted in a loss equal to or exceeding $10,000.

        b. on the date specified in the notice mailed to the **Named Entity**. That date will be at least 60 days after the date of mailing.

- **All Crime Loss Resulting from a Single Act or Series of Acts**

  All **Crime Loss** resulting from a single act or series of acts, whether or not related:

  1. whether involving a single person or a group of persons in collusion with others; and
  2. whether on not involving a single instrument or multiple instruments; and
  3. regardless of when such act or series of acts occurred,

  will be treated as a single loss and the applicable Limit of Liability for this **Crime Coverage Part** will apply, subject to the Section IV. **OTHER CONDITIONS**, subparagraphs 5 and 6..

- **When Loss Must be Sustained and Discovered**

  A. Subject to Section **IV. OTHER CONDITIONS**, subparagraphs 5 and 6, loss is covered under the **Crime Coverage Part** only if sustained prior to the cancellation or termination of the **Policy Period** and **Discovered** no later than one year from the expiration date of the **Policy Period**.

  However, with respect to any **Named Entity Insured** who obtains any other insurance replacing in whole or in part the insurance afforded by this **Crime Coverage Part**, regardless of whether such insurance is obtained during or after the **Policy Period**, this extended period to **Discover** loss terminates immediately upon the effective date of such other insurance, whether or not such other insurance provides coverage for Loss sustained prior to its effective date.

  B. If this **Crime Coverage Part** or any of its Insuring Agreements is canceled or terminated as to any **Named Entity Insured**, a loss with respect to that **Named Entity Insured** is covered only if the loss was **Discovered** during the period of time set forth in paragraph A. above. However, this extended period to **Discover** Loss terminates as to such **Named Entity Insured** immediately upon the effective date of any other insurance obtained by that **Named Entity Insured** replacing in whole or in part the insurance afforded hereunder, whether or not such other insurance provides coverage for loss or damage sustained prior to its effective date.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 18
Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc.
Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE

In consideration of the premium paid, it is understood and agreed the Policy is amended as follows:

I. **The Crime Coverage Part** is amended to add the following new Insuring Agreement:

MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY

The Insurer will pay for loss involving Covered Instruments resulting directly from the Covered Cause of Loss.

a. Covered Instruments: United States or Canadian paper currency; post office, express company or national, state (or Canadian) chartered bank money orders; and national or state chartered bank cashier's checks.

b. Covered Cause of Loss:

(1) Acceptance, in good faith, in exchange for merchandise, **Money** or services, of any post office, express company or bank money order issued or purported to have been issued by any post office, express company or national, state (or Canadian) chartered bank, if such money order is not paid upon presentation.

(2) Acceptance, in good faith, in exchange for merchandise, **Money** or services, of any bank cashier's check issued or purported to have been issued by any national or state chartered bank, if such cashier's check is not paid upon presentation, but this section applies only if the **Named Entity Insureds**

(a) Contact the issuing bank and verify that such cashier's check:

(i) Was, in fact, issued by the named bank;

(ii) Was issued to any payee indicated;

(iii) Continues to be valid and collectable; and

(b) Maintain a record of such verification.

(3) Acceptance, in good faith, in the regular course of business, of counterfeit United States or Canadian paper currency.

II. Solely with respect to the coverage provided by this Endorsement, the General Terms & Conditions, the section entitled **LIMIT OF LIABILITY/RETENTIONS** is amended to add the following:

The most the Insurer will pay for any one loss with respect to the Insuring Agreement entitled **MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY** is $250,000. The retention amount applicable to the Insuring Agreement entitled **MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY** is the same as the retention amount applicable to the Insuring Agreement entitled **Theft**, Disappearance and Destruction.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed
Endorsement No.: 19 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

CHANGE FROM LOSS SUSTAINED TO LOSS DISCOVERED ENDORSEMENT

In consideration of additional premium paid in the amount of $5.00 it is understood and agreed the **Crime Coverage Part** is amended as follows:

I. The section entitled **OTHER CONDITIONS** paragraphs 5. and 6. are deleted in their entirety and replaced with the following:

Loss is covered under the **Crime Coverage Part** only if sustained by the **Named Entity Insureds** on or after the **Retroactive Date**, if any, and **discovered** during the **Policy Period** or no later than ninety (90) days (or one year with respect to any **Plan**) from the expiration date of the **Policy Period**. However, with respect to any **Named Entity** who obtains any other insurance replacing in whole or in part the insurance afforded by this **Crime Coverage Part**, regardless of whether such insurance is obtained during or after the **Policy Period**, this extended period to discover loss terminates immediately upon the effective date of such other insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

If this insurance replaces insurance that provided the **Named Entity** with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this insurance became effective, the Insurer will not pay for any loss sustained by the **Named Entity** during the policy period of that prior insurance which is discovered by the **Named Entity** during the extended period to discover loss, and that prior Insurer has determined the loss is covered under the terms of their prior policy until:

a. the prior insurer has paid their full applicable Limit of Liability under such prior policy and

b. the Insurer has determined the loss is covered under the terms of this **Crime Coverage Part**;

In such case, the Insurer will pay for the excess loss subject to the terms and conditions of this **Crime Coverage Part**. If the prior insurer determines such loss is not covered under the terms of that prior insurance and the Insurer determines it is covered under the terms of this **Crime Coverage Part** the Insurer will pay for the part of if such loss which exceeds the applicable retention amount up to the applicable Limit of Liability for the applicable Insuring Agreement.

II. The section entitled **DEFINITIONS** is amended to add the following new definition:

Retroactive Date means: Not Applicable

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed
Endorsement No.: 20 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

ROBBERY AND SAFE BURGLARY CLARIFICATION ENDORSEMENT

In consideration of the premium paid for this Policy, it is understood and agreed that solely with respect to (3) Coverage Extension of the Insuring Agreement titled **Theft**, Disappearance and Destruction of the **Crime Coverage Part** the applicable Covered Property is: **Money**, **Securities** and **Property Other Than Money and Securities**.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed
Endorsement No.: 21 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

CLAIMS EXPENSE COVERAGE FOR ALL INSURING AGREEMENTS ENDORSEMENT

In consideration of the additional premium in the amount of $0.00 paid for this Policy, it is understood and agreed that the **Crime Coverage Part** is amended as follows:

I. The section entitled **INSURING AGREEMENTS**, is amended by the addition of the following new Insuring Agreement:

CLAIMS EXPENSE

The Insurer will also indemnify the **Named Entity**, any **Subsidiary** and any **Plan** for the reasonable and necessary expenses (excluding salary of **Employees** and costs normally associated with the operation of the **Named Entity's**, **Subsidiary** or **Plan's** business) incurred and paid by the **Named Entity's**, **Subsidiary** or **Plan**, with prior approval of the Insurer, in preparing any claim for a loss payable under any Insuring Agreement which exceeds the applicable retention for the applicable Insuring Agreement shown in Item 5. of the Declarations.

The most the Insurer will pay for Claims Expense coverage under this endorsement is limited to $5,000 with respect to each **Crime Loss**. It is understood that such limit shall be part of and not in addition to the **Crime Loss** Limit of Liability for the Insuring Agreement which is applicable to the Loss as set forth in Item 5. of the Declarations.

II. Solely with respect to the coverage provided by this Endorsement, the section entitled **EXCLUSIONS**, exclusion **4.c.** is deleted in its entirety.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 22 Policy No.: 618770672	Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

SOCIAL ENGINEERING FRAUD ENDORSEMENT

In consideration of the premium paid, it is understood and agreed the Policy is amended as follows:

I. The **Commercial Crime Coverage Part** is amended to add the following new Insuring Agreement:

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT

The Insurer will pay for loss of Funds resulting directly from the **Named Entity** and any **Subsidiary** having, in good faith, transferred **Funds** from its own account as a result of **Social Engineering Fraud** committed by a person, who is not, but purports to be:

a. a **Vendor**; or

b. a member of the **Named Entity**,

c. an **Employee**, or.

d. a **Property Manager**.

II. Solely with respect to the coverage provided by this Endorsement, the **Commercial Crime Coverage Part** section entitled **DEFINITIONS** is amended to add the following new definitions:

Communication means an electronic, telefacsimilie, telephone or written instruction received by the **Named Entity** and any **Subsidiary** that:

1. establishes or changes the method, destination or account for payment or delivery of **Funds**;

2. contains a misrepresentation of a material fact; and

3. is relied upon by any **Employee**, believing the material fact to be true.

Funds means **Money** on deposit in an account with a credit balance.

Social Engineering Fraud means the intentional misleading of an **Employee** through the use of a **Communication**.

Vendor means an entity or natural person that has provided goods or services to the **Named Entity** or any **Subsidiary** under a genuine, pre-existing:

1. written agreement; or

2. other arrangement.

Vendor does not mean any financial institution, asset manager, armored motor vehicle company, automated clearinghouse, custodian, or similar entity.

III. Solely with respect to the coverage provided by this Endorsement, the General Terms & Conditions, the section entitled **LIMIT OF LIABILITY/RETENTIONS** is amended to add the following:

The most the Insurer will pay for any one loss with respect to the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** is $25,000. This amount is a sublimit which is part of and not in addition to the Scheduled Limit of Liability for the **Crime Coverage Part** set forth in Item 5. of the Declarations. The retention amount applicable to the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** is $500.

IV. Solely with respect to the coverage provided by this Endorsement, the **Commercial Crime Coverage Part** the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

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- Loss as a result of loss any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- Loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- Loss as a result of the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud;**
- Loss which is due to any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine; or
- Loss resulting from any gambling, game of chance, lottery or similar game;
- Loss as a result of any actual, alleged or attempted kidnap or extortion or ransom demand; or
- Loss resulting from loss of or damage to **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company

V. Solely with respect to the coverage provided by this Endorsement, the section entitled **OTHER CONDITIONS** is amended to add the following new section:

Loss Covered Under the Social Engineering Insuring Agreement and Any Other Insuring Agreement

Notwithstanding anything in the Policy to the contrary, in the event a loss is covered under the Insuring Agreement entitled Social Engineering Fraud and any other Insuring Agreement, such loss shall only be covered under the Insuring Agreement entitled Social Engineering Fraud and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Endorsement No.: 23 Policy No.: 618770672	Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

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AMEND INSURING AGREEMENT ENDORSEMENT
(Computer Fraud and Wire Transfer Fraud)

In consideration of the premium paid, it is understood and agreed the Policy is amended as follows:

I. The **Commercial Crime Coverage Part** is amended to delete Insuring Agreement 4 in its entirety and replacing it with the following:

4. **Computer Fraud and Wire Transfer Communication Fraud**

The Insurer will pay for loss of:

a. **Money**, **Securities** and **Property Other Than Money and Securities** resulting directly from **Computer Fraud**; or

b. **Money** and **Securities**, which are on deposit at a **Financial Institution** and subject to a **Transfer Agreement**, as a direct result of **Wire Transfer Communications Fraud**.

II. Solely with respect to the coverage provided by this Endorsement, the **Commercial Crime Coverage Part** section entitled **DEFINITIONS** is amended to add the following new definitions:

A. **Financial Institution** means:

1. A banking, savings, thrift institution, credit union, or similar depository institution; or

2. A stock brokerage firm, mutual fund, liquid asset fund or similar investment institution where the **Named Entity** maintains an account.

However, **Financial Institution** does not include check cashers, currency exchangers or money remittance firms.

B. **Transfer Agreement** means a written agreement with any **Financial Institution** authorized to transfer **Money** and **Securities** at the **Named Entities** request.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed
Endorsement No.: 24 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

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INCLUDE DESIGNATED BOOK KEEPERS AND ACCOUNTANTS AS EMPLOYEES FOR EMPLOYEE THEFT ONLY

In consideration of the premium paid for this Policy, it is understood and agreed that the Commercial Crime Coverage Part, Section **II. DEFINITIONS**, the definition of **Employee** is amended to add the following new language:

- **Employee** also includes any natural person or entity appointed, in writing by the **Named Entity** or any **Subsidiary**, to act as its agent in the capacity of bookkeeper or accountant, while acting on behalf of the **Named Entity** or any **Subsidiary**. The only covered cause of loss for such bookkeepers and accountants is **Employee Theft** as provided for in the **Employee Theft Insuring Agreement**.

  Each such bookkeeper or accountant and its partners, officers and employees are considered to be, collectively, one **Employee** for the purposes of the coverage under this endorsement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 25
Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc.
Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

FIRST DOLLAR DEFENSE ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

I. Solely with respect to the **Association Liability Coverage Part**, the Item on the Declarations entitled Coverage, Column 3. of the chart, is amended to read as follows:

SCHEDULED RETENTIONS (exclusive of **Defense Costs**)

II. The Section of the General Terms & Conditions entitled **LIMIT OF LIABILITY/RETENTIONS**, the subsection entitled Retentions, paragraphs a. and b., are deleted in their entirety and replaced by the following:

a. Subject to paragraph c. below, the Insurer is liable to pay only that amount of **Loss**, other than **Defense Costs**, in excess of any applicable retention. The Insurer will have no obligation to pay all or any portion of any applicable retention.

b. Separate Retentions as set forth in Item 5 of the Declarations as the Scheduled Retentions shall apply to each **Loss**, other than **Defense Costs**, under each Coverage Part.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed
Endorsement No.: 26 Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc. Effective Date Of This Endorsement: 01/14/2023

Authorized Representative

CANCELLATION AND NON-RENEWAL ENDORSEMENT - UTAH

In consideration of the premium paid for this Policy, the **General Terms & Conditions, Section VIII. Cancellation** is deleted in its entirety and replaced with the following:

VIII. Cancellation/Nonrenewal

1. Cancellation by the **Named Entity**

   The **Named Entity** has the right to cancel this Policy at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If this Policy is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

   The Insurer has the right to cancel this Policy at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation and reason for such cancellation at least ten (10) days prior to the effective date of such cancellation.

   After this Policy has been in effect for sixty (60) days or more, it may be canceled for one of the following reasons:

   a. Nonpayment;

   b. Substantial change in the risk assumed if such change should not have been foreseen by the Insurer or contemplated in the rate.

   c. Substantial Breach of contractual duties or conditions.

   d. Policy obtained through material misrepresentation;

   The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If cancellation is for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation.

3. Non-Renewal by the Insurer

   The Insurer has the right to non-renew this Policy effective of any Policy anniversary date. All notices of non-renewal must be mailed to the **Named Entity** at the last mailing address known to the Insurer, at least thirty (30) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

4. Other Provisions

   The Insurer will mail a thirty (30) day written notice if the Insurer intends to renew on less favorable terms or at higher rates.

All other terms and conditions of the Policy remain unchanged.

Must be Completed
Endorsement No.: 27
Policy No.: 618770672

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: Maple Hollow Homeowners Association, Inc.
Effective Date Of This Endorsement: 01/14/2023

Authorized Representative