Disclosure

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. The policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28 (US 31A-15-103 [8])".

Surplus Lines Broker Name: Amwins Insurance Brokerage, LLC

Utah Premium:	$22,500.00
Fees:	$1,350.00
Surplus Lines Tax:	$1,013.63
Stamping Fee:	$42.93

Earthquake policy

Prepared exclusively for:

Countryside HOA

Contract number:

CTE014320

CAT1131 (10/23)

Contract No: CTE014320
Named Insured: Countryside HOA

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

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

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

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

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

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

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

UTAH SURPLUS LINES NOTICE

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28.

LMA9082

CLAIMS HANDLING NOTICE

We, much like you, hope you never have a loss that results in a claim. However, should you have a claim we want to make sure it is handled promptly and professionally and that you receive the benefits owed under your policy. This notice will help to generally explain the claims process and what to expect. Every claim is unique and we will triage your claim upon receipt to tailor its handling to the specific circumstances presented.

Our goal is to provide the best customer service to you through prompt and transparent claim service.

When a loss occurs, please notify us or your agent as soon as possible. You can report a claim:

- By telephone: 800-208-1806
- By email: claims@catalyticrisk.com

Upon receipt of the claims notice, we will assign it to an examiner who will contact you or your designated representative to collect additional facts about the loss, review policy coverage and discuss claim investigation steps. Based on the information received from you regarding the loss, we will create a claims investigation plan which may include the use of a field adjuster to visit the property to document the scope and nature of the loss, and provide us with damage repair estimates. We will identify for you the independent adjusting firm retained for the field investigation and they will contact you to coordinate the inspection date and time.

The policy requires you to take reasonable steps to protect the property from further damage at the time of loss, and we request that you begin loss mitigation as soon as possible. It is important to keep records of the work done, including all expenses incurred, for consideration in the settlement of the claim. Understand that we cannot provide advice on whether the loss is covered, including remediation expenses incurred, until our investigation is complete and authority has been granted from the appropriate insurance carrier(s).

Throughout the process, it is important that you share all documents, photographs, reports or other information you have regarding the loss. This will help us in promptly moving the claim to resolution. Our goal is to work with you to create an appropriate claims investigation plan which will result in resolution as soon as practical.

Upon review of the field adjuster report, we may discover additional components of the claim that may need investigation and the examiner will discuss these with you. Sometimes, additional experts are needed in the investigation, and we will identify the experts retained and they contact you to coordinate their investigation (site visit or collection of information).

Once the claim investigation is complete, we will evaluate all information and the coverage provided by the policy and make a recommendation to the appropriate carrier(s) seeking authority to resolve your claim. Upon receipt of authority from the carrier(s), we will contact you to discuss the claims outcome.

Contract No: CTE014320
Named Insured: Countryside HOA

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Insurer(s) have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Contract No: CTE014320
Named Insured: Countryside HOA

TERRORISM EXCLUSION ENDORSEMENT

It is hereby understood and agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurer(s) allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

DECLARATIONS PAGE

Contract Number: **CTE014320**

1. Name and Address of the Insured:

   Countryside HOA
   6880 South 700 East
   Midvale, UT 84047

2. Policy Term:

   Effective from: 6/22/2026 to: 6/22/2027

   Effective from 12:01 a.m. Standard Time at the Insured's Covered Location

3. Insurance is effective with certain insurer(s) outlined in the Participation Schedule on CAT3045, Participation Page.

4.

Amount:	Per Participation Page
Part of	Per Participation Page
Excess of:	Per Participation Page

Amount is excess of deductibles(s) and is per occurrence and policy term aggregate as applicable

Total Insured Value:	$12,841,000
Perils:	Earthquake Only
Coinsurance:	NIL
Coverage:	Building(s), Ordinance or Law, Unit Owners Improvement & Betterments

Property Premium:	$22,500
TRIA Premium:	Rejected
State tax:	(Producer Responsibility)
Stamping fee:	(Producer Responsibility)
Catastrophe Fee:	$850
Inspection Fee:	$0
Total:	$23,350

5. Forms attached hereto and special conditions: See schedule of forms attached

   Situate: Per Schedule of Values on file with Insurer(s)

   Monthly Limit of Indemnity: N/A

   Property Valuation: Replacement Cost

   Primary deductible(s) or Underlying Limits: See Item 7. DEDUCTIBLE CLAUSE of the Condominium Policy Form.

6. Service of Suit may be made upon: As per forms attached

7. In the event of a claim, please notify the following:

   Catalytic Risk Managers & Insurance Agency, LLC
   350 10th Avenue, Suite 1450
   San Diego, CA 92101

   claims@catalyticrisk.com – email notification
   (800) 208-1806 – phone notification
   Website: https://www.dualinsurance.com/us-en/claims

8. The following are the authorized signatures for certain Underwriters at Lloyd's of London and other Insurers, all as applicable.

Ian Fitt

Jon Knouse

Catalytic Risk Managers & Insurance Agency, LLC
(California License Number 0I67798) is a licensed operating
entity of the DUAL North America, Inc. group of companies.

Date Issued: 7/15/2026

Amounts by Carrier & Policy Number

PREMIUM AND TAX SUMMARY

Carrier	NAIC #	Policy Number	Premium	Fees	Surplus Lines Tax	Stamping Fee
Trisura Specialty Insurance Company	16188	CTE014320	$3,876.83	$232.61	$174.66	$7.41
HDI Global Specialty SE	AA1340041	CTE014320	$767.63	$46.06	$34.58	$1.46
GuideOne National Insurance Company	14167	CTE014320	$5,419.85	$325.19	$244.17	$10.34
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$725.00	$43.50	$32.66	$1.38
Convex Insurance UK Limited	AA1120191	CTE014320	$1,860.69	$111.64	$83.82	$3.55
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$1,589.00	$95.34	$71.58	$3.03
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$271.00	$16.26	$12.21	$0.52
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$555.00	$33.30	$25.00	$1.06
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$656.00	$39.36	$29.55	$1.25
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$581.00	$34.86	$26.17	$1.11
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$2,937.00	$176.22	$132.31	$5.60
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$687.00	$41.22	$30.95	$1.31
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$655.00	$39.30	$29.51	$1.25
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$724.00	$43.44	$32.62	$1.38
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$661.00	$39.66	$29.78	$1.26
Certain Underwriters at Lloyd's, London	AA1122000	CTE014320	$534.00	$32.04	$24.06	$1.02
		Total	**$22,500.00**	**$1,350.00**	**$1,013.63**	**$42.93**

PARTICIPATION PAGE

It is hereby understood and agreed that in consideration of the premium charged, the subscribers hereto, hereinafter referred to as the Insurer(s), do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the policy.
Provided that:

1. The collective liability of the Insurer(s) shall not exceed the Limit of Insurance or any appropriate Sublimit of Insurance or any policy term aggregate limit.

2. The liability of each of the Insurer(s) shall not exceed the Participation Limit set against its name with the exception of loss adjustment expense which cost shall be 100% assumed by the Insurer(s) on each applicable layer of insurance.

Several Liability Notice

The liability of an Insurer under this contract is several and not joint with other Insurer(s) party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd’s syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member’s proportion. A member is not jointly liable for any other member’s proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd’s, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd’s syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd’s, at the above address.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

a. If as outlined below, the Participants on this policy are only Lloyd’s Syndicates, then the following Several Liability Notice applies:

   The subscribing Insurer(s) obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer(s) who for any reason does not satisfy all or part of its obligations.

Application of Underlying Insurance Sublimits

1. Unless specifically shown on or endorsed to this policy, coverage is excluded by this policy for any peril, coverage, or location for which the Underlying Insurance policy(ies) imposes a sublimit less than the total limit over which this policy is excess.

2. For the purpose of attachment of coverage, sublimited peril, coverage, or location excluded by this policy but covered by the Underlying Insurance policy(ies), shall be recognized by this policy as eroding or exhausting the limit of liability of the Underlying Insurance policy(ies). Nothing herein, however, shall be deemed to extend coverage in this policy to include loss, damage, or expense from such sublimited peril, coverage, or location.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

Contract No: CTE014320
Named Insured: Countryside HOA

Insurer	Agreement / Policy #	Participation (excess of deductibles per primary layer)			Premium	TRIA Coverage
		Limit	Part of	Excess of		
Trisura Specialty Insurance Company (A- IX)	Trisura (FEQ)/ FEQ001638	$2,152,577	$12,841,000	$0	$3,772.00	Rejected
Trisura Specialty Insurance Company (A- IX)	Trisura (MTQ)/ MTQ000320	$59,973	$12,841,000	$0	$105.00	Rejected
HDI Global Specialty SE (A+ XV)	B2429BW2506845 Section 2/ HDQ002039	$438,093	$12,841,000	$0	$768.00	Rejected
GuideOne National Insurance Company	555002166	$3,093,445	$12,841,000	$0	$5,420.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by AEGIS, AES 9655	B2429BW2608620 Section 1/ AEQ000986	$154,915	$12,841,000	$0	$271.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by Amlin, AML 2001	B2429BW2600098 Section 1/ APQ01769	$907,074	$12,841,000	$0	$1,589.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by Argenta, ARG 2121	B2429BW2506851 Section 1/ ARQ01472	$413,099	$12,841,000	$0	$724.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by Brit, BRT 2987	B0429BA2205532/ BAQ02051	$1,675,953	$12,841,000	$0	$2,937.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by Canopius, CNP 4444	B2429BW2600953 Section 1/ CNP01877	$316,963	$12,841,000	$0	$555.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by Dale Underwriting, DUW 1729	B2429BW2608251/ DUQ01913	$391,978	$12,841,000	$0	$687.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by Hiscox, HIS 0033	B2429BW2502300 Section 1/ HIS01040	$373,782	$12,841,000	$0	$655.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by IQUW, IQU 1856	B2429BW2508238/ IQQ01753	$374,265	$12,841,000	$0	$656.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by Munich Re, MRS 457	B2429BW2601486 Section 2/ MRQ001356	$413,774	$12,841,000	$0	$725.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by QBE, QBE 1886	B2429BW2602280 Section 1/ QBE01440	$304,773	$12,841,000	$0	$534.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by RenRe, RNR 1458	B2429BW2601296 Section B/ RRQ01472	$377,057	$12,841,000	$0	$661.00	Rejected
Certain Underwriters at Lloyd's (A XV) led by WR Berkeley, WRB 1967	B2429BW2601727/ WRB00549	$331,537	$12,841,000	$0	$581.00	Rejected
Convex Insurance UK Limited (A XV)	B2429BW2502206/ CVQ000496	$1,061,742	$12,841,000	$0	$1,860.00	Rejected
	Total Limit:	$12,841,000		**Total Premium:**	$22,500.00	

CONVEX INSURANCE UK LIMITED AMENDATORY ENDORSEMENT

It is hereby agreed and understood that the following carrier-specific policy language applies to this policy:

Catalytic Risk Managers & Insurance Agency have a delegated authority agreement with Convex Insurance UK Ltd who are the insurer. As such, Catalytic Risk Managers & Insurance Agency represents the insurer when they interact with you/the insured about this insurance policy.

1. Notices

a. Except as otherwise indicated in this policy, all notices to the Insurer required by this policy from any insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Risk Managers & Insurance Agency, LLC
350 10th Avenue, Suite 1450
San Diego, CA 92101

b. If the Insurer must give to the Insured any notice under this policy, and the time period or method of delivery provided for such notice is established by controlling law as a different period or method of delivery than that set forth in this policy, then the period or method of delivery set forth in this policy shall be deemed to be amended so as to be equal to the minimum period of limitation or method of delivery established by the controlling law.

2. Claims Reporting

Except as otherwise indicated in this policy, all notices to the Insurer required by this policy from any insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Claims Services, Inc.
350 10th Avenue, Suite 1450
San Diego, CA 92101
Office: (800) 208-1806
claims@catalyticrisk.com

3. Notice of Service of Suit Clause (U.S.A.)

It is agreed that in the event of the failure of Convex Insurance UK Limited (“Convex”) to pay any amount claimed to be due hereunder, Convex, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that Convex has the right to commence an action in any Court of competent jurisdiction in the United States of America. Nothing in this Clause constitutes or should be understood to constitute a waiver of Convex’s rights to (i) commence an action in any Court of competent jurisdiction in the United States of America; (ii) remove an action to a United States Federal District Court or to seek remand therefrom; or (iii) seek a transfer of any suit to any other Court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to Convex’s rights set forth above:

(a) it is further agreed that the Insured may serve process upon:

Troutman Pepper Locke LLP
875 Third Avenue
New York, NY 10022
Attention: Zachary Lerner

and that in any suit instituted against Convex upon this contract of insurance, Convex will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

(b) The above-named nominees are authorized and directed to accept service of process on behalf of Convex in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Convex's behalf in the event such a suit shall be instituted.

(c) Pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Convex hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in such statute, or his successor or successors in office ("the Officer"), and the Secretary of State as applicable, as their true and lawful attorneys upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person(s) to whom the Officer is authorized to mail such process or a true copy thereof.

If this Clause is attached to a contract of Marine insurance - The right of the Insured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Insured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgage.

If this Clause is attached to a contract containing an arbitration clause - This Clause shall not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any arbitration provision within this insurance. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such arbitration provision for resolving disputes arising out of this contract of insurance.

If this Clause is attached to a contract of reinsurance the terms insurance and Insured shall mean reinsurance and Reinsured respectively.

CONX-GEN-01-0125

4. CONVEX COMPLAINTS NOTICE (USA)

Complaints Handling Policy

For the purpose of this notice "**We**"/"**Us**"/"**Our**" refers to Convex Insurance UK Limited and "**You**"/"**Your**" refers to the Insured.

Our aim is always to provide **You** with the best possible service. If **You** feel that **We** have not provided that service or made an error, then please advise **Us** in the first instance**. We** will take **Your** complaint seriously and do **Our** best to investigate and resolve it as quickly as possible. **We** have established the following Complaints handling procedure to ensure that this happens.

Step 1

1. Tell **Us** about it. There are different ways **You** can do that, **You** can contact **Us** by email, telephone, or letter.
2. In the first instance, contact the **Broker** through whom this insurance was placed and whose contact details are listed on the certificate. Let them know that **You** are dissatisfied with the service **You** have received and tell them why.
3. Communicate directly with the **Coverholder**, who is authorized to deal with any service-related complaints.
4. Where you are unable to resolve your concerns with the **Broker** or **Coverholder** you can contact the Department of Insurance (DOI) for your state, who will assist you in the fair resolution of **Your** complaint.

5. Contact **Our** complaints team:
   complaints@convexin.com
   Tel: +44 (0)7919 603210
   Convex Insurance UK Limited
   52 Lime Street, London EC3M 7AG, United Kingdom

   We will acknowledge **Your** complaint promptly and **We** will let **You** know who will be handling **Your** complaint and provide **You** with their contact details.

Step 2

We aim to resolve **Your** complaint as soon as possible. If it is complicated or **We** need to investigate the circumstances further, then **We** may not be able to resolve it straight away and it may take longer depending on its complexity. **We** aim to get **You** a final response within eight (8) weeks of receiving **Your** complaint. If **We** cannot do so, then **We** will tell **You** why it is taking more time and let **You** know what **We** are doing and how long **We** expect it will take to resolve.

Where **You** refer your complaint to the DOI we will handle the complaint in accordance with the directions of the DOI,

Step 3

If **You** are not happy with **Our** response, or actions, and feel that the matter has not been resolved to **Your** satisfaction, then there are two options to take it further:

1. If **You** have not sent your complaint via your state's **DOI,** you can refer the complaint to them. *Please check your state's DOI and how to refer a complaint to them.*

2. Alternatively, **You** may contact Lorraine Mullins, the Chief Compliance Officer of Convex Insurance UK Limited.

   Email: lorraine@convexin.com or write to the following address:

   Convex Insurance UK Limited
   52 Lime Street
   London EC3M 7AF
   United Kingdom

Our Commitment

All complaints are reported to, and overseen by, the Chief Compliance Officer. If **We** get a complaint or have done something wrong or failed to do something well, **We** will do our best to put it right and to learn from it by root cause analysis (this is where Convex Insurance UK Limited will sample a selection of complaints and what caused them then to address the causes of the complaints as explained further). **We** will make sure that **We** investigate and establish what went wrong and why. **We** will then work out what **We** need to do to prevent that happening in the future and consider whether any other customers could have been affected. Irrespective of whether **We** have had complaints **We** will report regularly on complaints and root cause analysis and remediation in **Our** management information to the executive management committees and to the Board of Convex Insurance UK Limited.

5. Sanctions Limitaiton Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A

5 October 2023

GUIDEONE NATIONAL INSURANCE COMPANY AMENDATORY ENDORSEMENT

It is hereby agreed and understood that the following carrier-specific policy language applies to this policy:

1. Notices

a. Except as otherwise indicated in this policy, all notices to the Insurer required by this policy from any insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Risk Managers & Insurance Agency, LLC
350 10th Avenue, Suite 1450
San Diego, CA 92101

b. If the Insurer must give to the Insured any notice under this policy, and the time period or method of delivery provided for such notice is established by controlling law as a different period or method of delivery than that set forth in this policy, then the period or method of delivery set forth in this policy shall be deemed to be amended so as to be equal to the minimum period of limitation or method of delivery established by the controlling law.

2. Claims Reporting

Except as otherwise indicated in this policy, all notices to the Insurer required by this policy from any insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Claims Services, Inc.
350 10th Avenue, Suite 1450
San Diego, CA 92101
Office: (800) 208-1806
claims@catalyticrisk.com

3. Notice of Service of Suit

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the Insurer's true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured, arising out of this policy.

Service of Suit may also be delivered to:

CT Corporation System

The most current address for CT Corporation System applicable in the Insured's state may be provided by the Insured's agent or found at the web address below:

https://ct.wolterskluwer.com/sop-locations

HDI GLOBAL SPECIALTY SE AMENDATORY ENDORSEMENT

This Insurance is effected with HDI Global Specialty SE as a company market insurer and various Lloyd's syndicates (the underwriters).

The Insured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

It is hereby agreed and understood that the following carrier-specific policy language applies to the HDI Global Specialty SE proportion of this policy:

1. Notices

a. Except as otherwise indicated in this policy, all notices to the Insurer(s) required by this policy from any Insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Claims Services, Inc.
350 10th Avenue, Suite 1450
San Diego, CA 92101

b. If we must give to you any notice under this policy, and the time period or method of delivery provided for such notice is established by controlling law as a different period or method of delivery than that set forth in this policy, then the period or method of delivery set forth in this policy shall be deemed to be amended so as to be equal to the minimum period of limitation or method of delivery established by the controlling law.

2. Claims Reporting

Except as otherwise indicated in this policy, all notices to the Company required by this policy from any Insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Claims Services, Inc.
350 10th Avenue, Suite 1450
San Diego, CA 92101
Office: (800) 208-1806
claims@catalyticrisk.com

3. Notice of Service of Suit

It is agreed that in the event of the failure of the underwriters hereon to pay any amount claimed to be due hereunder, the underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States district court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Mendes & Mount, 750 Avenue, New York, NY, 10019-6829 for HDI Global Specialty SE's proportion of any suit instituted against underwriters . HDI Global Specialty SE will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of HDI Global Specialty SE in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon HDI Global Specialty SE's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, underwriters hereon hereby designate the superintendent, commissioner or director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful procession, any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

4. Applicable Law

This insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the service of suit clause (U.S.A.)

5. Sanction and Limitation Exclusion Clause HGS 2022 (SLEX)

No (re) insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Germany or United States of America to the extent such compliance is not prohibited by applicable law.

6. Privacy Notice

HDI Global Specialty SE is an insurance company whose registered office address is HDI-Platz 1, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation ('GDPR').
HDI Global Specialty SE's notice on how it may collect and deal with your data may be found at the following link: https://www.hdi-specialty.com/int/en/legals/privacy

7. Additional Certificate Provisions

a. In respect of California Risks:

This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.

The Correspondent is not an Insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The Insurers of such insurance are those Underwriters at Lloyd's, London and company markets, whose names can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London and company markets.

The insurance described herein shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.

The Certificate is intended for use as evidence of the placement of the insurance described herein, in accordance with Section 1764 of the California Insurance Code.

8. **Cancellation.** If this certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

9. **Short Rate Cancellation .** If the insurance shall be canceled by the Insured, the Insurer(s) shall retain the customary sort rate proportion (90% of pro rata) of the premium, except this if the insurance is on an adjustable basis, the Insurer(s) shall receive the earned premium or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

10. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

TRISURA SPECIALTY INSURANCE COMPANY AMENDATORY ENDORSEMENT

It is hereby agreed and understood that the following carrier-specific policy language applies to this policy:

1. Notices

a. Except as otherwise indicated in this policy, all notices to the Insurer required by this policy from any insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Risk Managers & Insurance Agency, LLC
350 10th Avenue, Suite 1450
San Diego, CA 92101

b. If the Insurer must give to the Insured any notice under this policy, and the time period or method of delivery provided for such notice is established by controlling law as a different period or method of delivery than that set forth in this policy, then the period or method of delivery set forth in this policy shall be deemed to be amended so as to be equal to the minimum period of limitation or method of delivery established by the controlling law.

2. Claims Reporting

Except as otherwise indicated in this policy, all notices to the Insurer required by this policy from any insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Claims Services, Inc.
350 10th Avenue, Suite 1450
San Diego, CA 92101
Office: (800) 208-1806
claims@catalyticrisk.com

3. Notice of Service of Suit

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the Insurers true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured, arising out of this policy.

Service of Suit may also be delivered to:

Trisura Specialty Insurance Company
210 Park Avenue, Suite 1300
Oklahoma City, OK, United States, 73102-5636
Tel: 405-594-4960 Fax: 405-594-4969

4. Privacy Policy

Trisura Specialty Insurance Company is committed to treating and using personal information about you and your employees responsibly. We will not disclose nonpublic, personal information about you and your employees to anyone except as permitted or required by law.

Collecting Information

We collect nonpublic, personal information from you about you and your employees to properly maintain and service your policy. This nonpublic, personal information may come from the following sources:

- Application information and other forms (example: previous insurance coverage)
- Transaction information (examples: premiums, payment history)
- Third-Party information (example: claims history)

Disclosing Information

In the course of conducting business and as permitted by law, we may share nonpublic, personal information about you and your employees with our affiliated companies. We do not disclose any nonpublic, personal information about you and your employees to any nonaffiliated third parties, except for the conduct of our business as permitted or required by law. Information may be supplied to others providing business services for us. Additionally, we may provide information for audit or research purposes or to law enforcement agencies to help us prevent fraud.

Securing Information

We restrict access to nonpublic, personal information about you and your employees to our employees who need to know the information necessary to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable regulations to guard the nonpublic personal information of you and your employees.

TRISURA SPECIALTY INSURANCE COMPANY
(the "Company")

SIGNATURE CLAUSE

This endorsement changes the policy. Please read it carefully.

SIGNATURE CLAUSE

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its General Counsel and Secretary, and where required by law, has caused this policy to be countersigned by a duly authorized representative.

President	Corporate Secretary

Contract No: CTE014320
Named Insured: Countryside HOA

UNDERWRITERS AT LLOYD'S AMENDATORY ENDORSEMENT

This Insurance is effected with certain Underwriters at Lloyd's, London

This Certificate is issued in accordance with the limited authorization granted to the Resident Agent by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of the said Resident Agent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

It is hereby agreed and understood that the following carrier-specific policy language applies to this policy:

1. Notices

a. Except as otherwise indicated in this policy, all notices to the Company required by this policy from any Insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Risk Managers & Insurance Agency, LLC
350 10th Avenue, Suite 1450
San Diego, CA 92101

b. If we must give to you any notice under this policy, and the time period or method of delivery provided for such notice is established by controlling law as a different period or method of delivery than that set forth in this policy, then the period or method of delivery set forth in this policy shall be deemed to be amended so as to be equal to the minimum period of limitation or method of delivery established by the controlling law.

2. Claims Reporting

Except as otherwise indicated in this policy, all notices to the Company required by this policy from any Insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Claims Services, Inc.
350 10th Avenue, Suite 1450
San Diego, CA 92101
Office: (800) 208-1806
claims@catalyticrisk.com

3. Notice of Service of Suit

It is agreed that in the event of the failure of the underwriters hereon to pay any amount claimed to be due hereunder, the underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States district court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017 U.S.A., and that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, underwriters hereon hereby designate the superintendent, commissioner or director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful procession, any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

4. Applicable Law

This insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the service of suit clause (U.S.A.)

5. Sanction Limitation Clause

No (re) insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

6. Notice of Information Practices (Privacy)

The certain underwriters at Lloyd’s, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as creditworthiness or credit history

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

You have a right to request access to or correction of your personal information that is in our possession.

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

7. Additional Certificate Provisions

a. In respect of California Risks:

This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.

The Correspondent is not an Insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The Insurers of such insurance are those Underwriters at Lloyd's, London, whose names can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.

The insurance described herein shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.

The Certificate is intended for use as evidence of the placement of the insurance described herein, in accordance with Section 1764 of the California Insurance Code.

b. In respect of Illinois Risks:

This Certificate shall not be valid unless signed by the Correspondent and countersigned by the Lloyd's Illinois, Inc. on the attached Schedule.

Neither the Correspondent nor Lloyd's Illinois, Inc. is an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's London whose names can be ascertained as set forth herein.

It is agreed that in the event of failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or any State in the United States. In the event of any litigation arising out of insurance assumed hereunder, Lloyd's Illinois, Inc. and the Director of Insurance of the State of Illinois and his successors in office are hereby appointed agents to accept service of process for Underwriters.

The insolvency or bankruptcy of the Insured shall not release Underwriters from their obligations under this insurance.

If you have any complaints concerning your insurance, please contact the Correspondent. If he is unable to resolve the matter, you may contact Lloyd's Illinois, Inc. You may also seek the assistance of the Illinois Department of Financial and Professional Regulation Division of Insurance, 320 W. Washington Street, Springfield, Illinois 62767-0001.

Rules applicable to insurance with terms less than or more than one year:

A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for an insurance written for a term of one year.

B. If insurance has been in force for more than one year:
   1. Determine full annual premium as for insurance written for a term of one year.
   2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
   3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

8. Cancellation. If this certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

9. Short Rate Cancellation. If the insurance shall be canceled by the Insured, the Insurer(s) shall return the customary short rate proportion (90% of pro-rata) of the premium, except that if the insurance is on an adjustable basis, the Insurer(s) shall receive the earned premium or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

10. Attached Conditions Incorporated. This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

COMPLAINTS NOTICE

If you have any comments or wish to make a complaint, please contact:

Catalytic Risk Managers & Insurance Agency, LLC

By Mail: 350 10th Avenue, Suite 1450
San Diego, CA 92101

By email: claims@catalyticrisk.com

By phone: Office: (800) 208-1806

In any communication, please quote the policy number shown in the Declarations.

WD-LM-SYN-COMPDA(1) 08/23

Contract No: CTE014320
Named Insured: Countryside HOA

SCHEDULE OF FORMS

It is hereby understood and agreed that in consideration of the premium charged, the following forms and endorsements are attached and incorporated into the policy:

CAT1131 - EQ Subscription Policy Cover Page
CAT-OFAC - US Treasury Notice OFAC
CAT-UT - Utah Surplus Lines Notice
CAT8011 - Claims Handling Notice
CAT3023 - US Terrorism Risk Insurance Act Not Purchased Clause
CAT3024 - Terrorism Exclusion Endorsement
CAT3050 - Declarations Page
CAT3045 - Subscription Participation Page
CATAMEND-CV - Convex Insurance UK Limited Amendatory Endorsement
CATAMEND-GO - GuideOne National Amendatory Endorsement
CATAMEND-HDI - HDI Amendatory Endorsement
CATAMEND-TS - Trisura Specialty Amendatory Endorsement
CATAMEND-L - Underwriters at Lloyd's Amendatory Endorsement
CAT3044 - Schedule of Forms
CAT3002 - Absolute Fungus Microorganisms Mold or Spores Exclusion
CAT1139 - Asbestos Endorsement
CAT8002 - Electronic Date Recognition Exclusion EDRE
CAT8003 - Exclusion of Certain Computer Related Losses
CAT3037 - Exclusion of Loss Due to Virus or Bacteria
CAT8001 - Nuclear Biological Exclusion
CAT3018 - Pre-Existing Damage Exclusion
CAT8000 - Property Cyber and Data Exclusion
CAT3020 - Toxic Materials Exclusion
CAT1082 - Tuck Under Exclusion
CAT8009 - War and Civil War Exclusion
CAT1130 - Condominium Policy
CAT3003 - Additional Conditions Endorsement
CAT1010 - Acquisition Clause - Non-Automatic
CAT1030 - Earthquake Sprinkler Leakage Exclusion
CAT1051 - Flood Exclusion
CAT3056 - Loss Payee Endorsement
CAT1062 - Occurrence Limit of Insurance Endorsement
CAT3015 - Ordinance or Law Coverage and Sublimit
CAT3053 - Scheduled Property Coverage Extension

ABSOLUTE FUNGUS, MICROORGANISMS, MOLD, OR SPORES EXCLUSION

It is hereby understood and agreed that this exclusion replaces and supersedes any provisions in the policy that provide insurance, in whole or in part, for **fungus**, microorganisms, mold or spores.

This policy does not apply to:

1. Loss or damage caused by or resulting from the actual or threatened existence, growth, release, transmission, migration, dispersal, or exposure to **fungus**, microorganisms, mold, or spores;
2. The cost of repair, replacement, removal, clean-up, abatement, restoration, decontamination, disposal, relocation or replacement of Insured property which has been contaminated by **fungus**, microorganisms, mold, or spores and by law or civil authority must be restored, disposed of, or decontaminated; and
3. The cost or expense of testing for, or monitoring**, fungus**, microorganisms, mold, or spores.
4. Any such loss, damage, claim, cost or expense described above or other sum directly or indirectly arising out of or relating to **fungus**, microorganisms, mold, or spores**.**

This exclusion applies regardless whether there is:

1. Any physical loss or damage to Covered Property;
2. Any **covered cause of loss**, whether or not contributing concurrently or in any sequence;
3. Any loss of use, occupancy, or functionality of Covered Property; or
4. Any action required, including but not limited to repair, replacement, removal, clean-up, abatement, restoration, decontamination, disposal, relocation or replacement of Covered Property, or steps taken to address medical or legal concerns.

Fungus means any type or form of fungus, including mold or mildew, wet rot or dry rot, scents or by-products produced or released by fungi, other than mycotoxins, of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes of acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

Contract No: CTE014320
Named Insured: Countryside HOA

ASBESTOS ENDORSEMENT

A. This policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the policy period and is only insured against the risks of direct physical loss or damage to Covered Property from the peril(s) of Earthquake Only.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this policy for damage by a listed peril.

2. The listed peril must be the immediate, sole cause of the damage of the asbestos.

3. The Insured must report to the Insurer the existence and cost of the damage as soon as practicable after the listed peril first damaged the asbestos. However, this policy does not insure any such damage first reported to the Insurer more than 12(twelve) months after the expiration, or termination, of the policy period.

4. Insurance under this policy in respect of asbestos shall not include any sum, loss, cost, or expense relating to:

   (a) Any faults in the design, manufacture or installation of the asbestos;

   (b) Asbestos not physically damaged by the listed peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this policy does not insure asbestos or any sum, loss, cost, or expense relating thereto.

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

It is hereby understood and agreed that this Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

1. The calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, or

2. Any change, alteration or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

It is hereby understood and agreed that the following exclusion applies to this policy:

A. The Insurer will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

1. The failure, malfunction or inadequacy of:

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

      1) Computer hardware, including microprocessors;

      2) Computer application software;

      3) Computer operating systems and related software;

      4) Computer networks;

      5) Microprocessors (computer chips) not part of any computer system; or

      6) Any other computerized or electronic equipment or components; or

   b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this exclusion;

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

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this exclusion.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

It is hereby understood and agreed that the following exclusion applies to this policy:

A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this policy, including but not limited to forms or endorsements that insure Covered Property and forms or endorsements that insure Business Income Coverages.

B. The Insurer(s) will not pay for loss, damage, claim, cost, expense or other sum caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

   However, this exclusion does not apply to loss or damage caused by or resulting from **fungus**.

C. With respect to any loss, damage, claim, cost, expense or other sum subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to **pollutants**.

D. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this policy.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

Contract No: CTE014320
Named Insured: Countryside HOA

NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION

It is hereby understood and agreed that the following exclusion applies to this policy:

A. The Insurer(s) will not pay for any loss, damage, cost or expense, whether real or alleged, that is caused, results from, is exacerbated by or otherwise impacted by, either directly or indirectly, any of the following:

1) Nuclear Hazard – including, but not limited to, nuclear reaction, nuclear detonation, nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby;

2) Biological Hazard – including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease;

3) Chemical Hazard – including, but not limited to, any chemical agent, material, product or substance;

4) Radioactive Hazard – including, but not limited to, any electromagnetic, optical, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

PRE-EXISTING DAMAGE EXCLUSION

It is hereby understood and agreed that this policy shall exclude any loss or damage directly or indirectly caused by, resulting from or contributed to by any pre-existing damage to any Covered Property, at the time of the loss.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

PROPERTY CYBER AND DATA EXCLUSION

It is hereby understood and agreed that any provision to the contrary within this policy or any endorsement thereto this policy excludes any:

1. Cyber Loss;

2. Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;

Regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on **cyber loss** or **data**, replaces that wording.

Definitions

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **cyber act** or **cyber incident**.

Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber Incident means:

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or

2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Computer System means:

1. Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

2. Owned or operated by the Insured or any other party.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

TOXIC MATERIALS EXCLUSION

It is hereby understood and agreed that this policy does not cover loss or damage including cost or expense caused by or resulting from the actual, alleged or threatened release or escape of any solid, liquid or gaseous material that is toxic or poisonous to humans or animals, (toxic materials), including but not limited to dioxin, polychlorinated biphenyls and lead.

This exclusion also applies to:

1. The removal of toxic materials from any structure, fixture, item of personal property or product;
2. Any demolition or increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating toxic materials;
3. Any governmental direction or request declaring that toxic materials present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; and
4. The testing for or monitoring toxic materials.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

TUCK UNDER PARKING EXCLUSION

It is hereby understood and agreed that:

It is a condition of this insurance that buildings insured by this policy do not contain **tuck under parking**. **Earthquake** or **Earth Movement** coverage is void for any building(s) that contain **tuck under parking**, unless this policy is specifically endorsed to allow **tuck under parking**.

For the purposes of this endorsement, **tuck under parking** means car-port type overhangs where the second floor of a building extends beyond the ground floor of the building to allow for vehicles to be parked under the overhang.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

WAR AND CIVIL WAR EXCLUSION CLAUSE

It is hereby understood and agreed that this policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

CONDOMINIUM POLICY

1. INSURING AGREEMENT

This policy Insures against all risks of direct physical loss or damage occurring during the policy period from any external cause except as hereinafter excluded, while anywhere within the 50 states of the United States of America and the District of Columbia as more fully set forth in Section 6.

2. PROPERTY COVERED

This policy covers property described in items **a**, **b**, **c** below but no coverage attaches under any item unless an "x" is inserted in the box preceding that item:

X	Item **a** - building(s) and/or structures in all parts, including additions and/or extensions in contact therewith (regardless of construction) and on all property belonging to and/or constituting a permanent part of said building (s) and/or structures and pertaining to the service, upkeep, maintenance and operation thereof; all which now is or may hereafter during the term of this policy becomes at the risk of the Insured.
	Item **b** - business personal property, furniture, fixtures, equipment and machinery being property of the Insured, or similar properties of others in the care, custody or control of the Insured and for which the Insured is liable in the event of loss.
X	Item **c** - unit owner's improvements and betterments to buildings regardless of ownership, being fixtures, alterations, appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping, additions comprising part of a building(s).

3. TIME ELEMENT COVERED:

	Business Interruption (Form CAT1054 applies when coverage is granted)
	Extra Expense (Form CAT1047 applies when coverage is granted)
	Rental Value (Form CAT1116 applies when coverage is granted)
	Maintenance Fees, Association Fees (Form CAT1097 applies when coverage is granted)

4. PROPERTY EXCLUDED (Unless Otherwise Included by Endorsement)

a. accounts, bills, deeds, evidences of debt, currency, money, notes, securities, stamps, original drawings and specifications, letters of credit, passports, tickets or valuable papers, unless specifically endorsed;

b. animals, growing plants or shrubs (except when held for sale, or when used for decorative purposes inside buildings), growing crops, motor vehicles licensed or designed principally for highway use, watercraft, aircraft, motorcycles, motor scooters and other similar vehicles licensed or designed principally for highway use;

c. property sold by the Insured under conditional sales, trust agreements, installment payments or other deferred payment plans after it leaves the custody of the Insured.

d. property in transit;

e. neon signs and automatic or mechanical electric signs;

f. machines or machinery against loss by rupture, bursting or disintegrating or rotating of moving parts;

g. contractor's equipment;

h. jewelry, watches, pearls, precious and semi-precious stones, gold, silver, platinum, other precious metals or alloys, bullion, furs, and articles trimmed with fur;

i. personal property owned by, used by or in the care, custody or control of a unit owner unless otherwise included in unit owner's improvement and betterments outlined in Section 2, Item c.

j. property in the course of construction, including materials and supplies therefore;

k. power transmission and/or feeder lines not on the Insured's premises;

l. land, land values or water;

m. wharfs, piers, docks, pilings, tunnels, or dams;

n. shafts, mines, wells, ponds, drains, dikes, embankments, bulkheads, man-made property in or under the ground.

5. LIMIT OF LIABILITY

a. The limit of liability of the Insurer(s) outlined in the Participation Schedule, found on the Participation Page (CAT3045), in respect to each and every occurrence and in the annual aggregate shall not exceed the limits outlined on the Participation Schedule.

b. In respect to loss or damage caused by or resulting from Earthquake, the limit of liability of the Insurer(s) in respect to each and every loss and or series of losses arising out of one occurrence and in the annual aggregate shall not exceed the values outlined on the Participation Schedule.

Earthquake as used in this policy is defined as loss caused by, resulting from, contributed to or aggravated by any of the following:

earth movement, meaning natural faulting of land masses, not including landslide, subsidence, rockslide, mud flow, earth sinking, earth rising, shifting, or settling unless as a direct result of an earthquake.

c. In respect to loss or damage caused by or resulting from Flood (if shown as a covered peril on the Declarations Page), the limit of liability of the Insurer(s) in respect to each and every loss and or series of losses arising out of one occurrence and in the annual aggregate shall not exceed the values outlined on the Participation Schedule.

Flood as used in this policy is defined as a general condition, whether temporary or permanent, of partial or complete inundation of normally dry land areas with water, mud, slurry, or other liquid, arising from any of the following:

1) the overflow or breaking of natural or artificial boundaries or confines of inland or tidal waters;

2) the unusual or rapid accumulation or runoff of surface waters from any source or by their spray;

3) waters changing course;

4) waters rising;

5) mudslide or mudflow;

6) waves, tidal water, storm surge, tsunami, tidal waves;

7) the release or overtopping of water held by a dam, levee, dike, canal or conduit or by any water or flood control device or system, regardless of location, or from breach or failure, by any cause, of any of the foregoing.

If the coverage of the policy includes both property damage and business interruption, the foregoing limits shall be the maximum amounts collectible under this policy for loss or damage resulting from the perils described above regardless of whether the loss involves property damage alone or both property damage and business interruption.

Notwithstanding anything to the contrary contained herein, in no event shall the liability of the Insurer(s) exceed the above limit or amount in any one occurrence, or event irrespective of the number of locations or coverages involved.

Occurrence for Earthquake

Occurrence shall mean all individual losses or damage arising out of and directly occasioned by one event. The duration and extent of any occurrence so defined shall be limited to:

168 hours consecutive hours as regards any occurrence which includes individual loss or losses from an Earthquake as defined in item b. above and no individual loss from whatever insured cause, which occurs outside these periods, shall be included in the occurrence.

The Insured may choose the date and time when any such period of 168 consecutive hours commences and if any events is of greater duration than the above period, the Insured may divide that event into two or more occurrence provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insured in that event during the policy period.

Occurrence for Flood

Occurrence shall mean all losses, whenever occurring, which arise between the time of movement of water into, onto, or over the property Insured hereunder and the receding of the same, regardless of the period of time so embraced; EXCEPT, no occurrence shall be deemed to commence earlier than the date and time of the happening of the first recorded individual loss to the Insured in that occurrence during the policy period nor to extend to beyond thirty days after the expiry of this policy.

6. SCHEDULE OF LOCATIONS COVERED

This policy covers insured property only at such locations specifically listed below: Per Schedule of Values on file with Insurer(s)

7. DEDUCTIBLE CLAUSE

The sum(s) shown below shall be deducted from the amount which would otherwise be recoverable for each loss separately occurring to the property covered hereunder from the perils insured against by this policy:

10% Per Unit Earthquake Subject to a $50,000 minimum per occurrence

Only in the event the deductible clause is shown as per unit, the Insurer(s) shall not be liable for loss to any unit of insurance at any one location, unless such loss exceeds the sum of the percentage shown above applied to the total insurable value (defined as the value of covered property, at the premises described in the Declarations, per the valuation clause of this policy), of such unit of insurance at the time and location where the physical damage happened, and then only for its proportion of such excess.

The following shall be considered a separate unit of insurance:

a. each separate building or structure;

b. the contents of each separate building or structure;

c. property outside pertaining to the maintenance of the building;

d. each scheduled property coverage or group. The deductible for scheduled property coverage is calculated by applying the percentage deductible shown above as follows:

1) When each covered item provided under the Scheduled Property Coverage Extension is listed on the statement of values, deductible applies to the insurable value of each individually damaged scheduled property coverage as shown on the statement of values on file with the Insurer(s).

2) When individual or combined sublimits are provided under the Scheduled Property Coverage Extension, deductible applies to the greater of the applicable sublimit or the insurable value of the individually damaged scheduled property coverage determined at the time of loss.

3) When individual or combined sublimits are provided under the Scheduled Property Coverage Extension, deductible applies to the greater of the applicable sublimit or the insurable value of the individually damaged scheduled property coverage determined at the time of loss.

4) When covered item is not listed on the statement of values with the Insurer(s) and no individual sublimit or total combined sublimit for the scheduled property coverage is shown under the Scheduled Property Coverage Extension, deductible applies to 100% of the total insurable building values of the risk.

e. time element coverage (business income, rents, extra expense, maintenance fees and additional living expenses) applicable at the covered location.

All subject to the minimum per occurrence deductible shown above.

8. PERILS EXCLUDED (UNLESS OTHERWISE INCLUDED BY ENDORSEMENT)

a. Loss or damage caused by or resulting from fire and lightning as set forth in a standard fire insurance policy, extended coverage perils, vandalism and malicious mischief and sprinkler leakage all as more fully defined and limited in the forms approved by the Insurance Services Office having jurisdiction where the property is located; whether or not insurance for such perils is being maintained by the Insured at the time of the loss and whether or not such loss or damage is directly or indirectly caused by or contributed to by a peril insured against under this policy;

b. Loss or damage caused by or resulting from other perils, to the extent insured under any other policies carried by the Insured or under any other more specific insurance arranged for and in the name of the Insured;

c. Loss or damage caused by or resulting from water which backs up through sewers or drains; water below the surface of the ground including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

d. Loss or damage caused by or resulting from disappearance of property or loss or shortage of property disclosed on taking inventory;

e. Loss or damage caused by or resulting from wear and tear, mechanical breakdown, derangement, inherent vice, latent defect, gradual deterioration, fungi, mold, wet or dry rot, moth, vermin, rodents, termites or other insects including larvae or pupae thereof;

f. Loss or damage caused by or resulting from gas or smoke from agricultural smudging, smog, or industrial operations;

g. Loss or damage caused by or resulting from breakage of glass or similar fragile materials not part of the building (other than lenses of photographic or scientific instruments);

h. Loss or damage caused by or resulting from dampness of atmosphere, dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, leakage of contents, marring, scratching, rust or corrosion, exposure to light, contamination, change in flavor or color or texture or finish;

i. Loss or damage caused by or resulting from infidelity, dishonesty or malfeasance on the part of the Insured or his employees or others to whom the Insured property may be entrusted;

j. Loss or damage caused by or resulting from any fraudulent scheme, trick, device or false pretense practiced upon the Insured or upon any person(s) to whom the property may be entrusted;

k. Loss or damage caused by or resulting from electrical injury or disturbance to electrical appliances, fixtures or wiring caused by electrical currents artificially generated;

l. Loss or damage caused by or resulting from breakdown of machinery and/or the bursting, or rupture or explosion of steam boilers, steam pipes, steam turbines, or steam engines or flywheels owned or operated by the Insured;

m. Loss or damage caused by or resulting from interruption of business or other consequential loss extending beyond direct physical loss or damage to the property Insured hereunder, unless endorsed hereon;

n. With regard to real property if covered hereunder, this policy does not Insure against:

1) Loss or damage caused by or resulting from normal settling, shrinkage or expansion in foundation, walls, floors, or ceilings, subsidence;

2) Loss or damage caused by or resulting from landslide unless directly caused by a peril Insured against;

3) Loss or damage occasioned by enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of the real property Insured hereunder, nor any loss, damage, cost, expenses, fine or penalty which is insured, or sustained by or imposed on the Insured at the order of any governmental agency, court or other authority arising from any cause whatsoever.

o. Loss or damage caused by or resulting from:

1) hostile or warlike action in time of peace or war including action in hindering, combating or defending against an actual, impending or expected attack

a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or

b) by military, naval or air forces; or

c) by any agent of any such government, power, authority or forces;

2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

3) insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any such occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

p. Loss or damage caused by or resulting from or arising directly or indirectly from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy;

q. Loss or damage caused by or resulting from the freezing of plumbing or heating systems;

r. Loss or damage caused by or resulting from pilferage, burglary, larceny, theft, or attempted theft;

s. Loss or damage caused by or resulting from errors in design, errors in processing, faulty workmanship, faulty construction or faulty materials;

t. Loss or damage to property caused by or resulting from processing, renovating, repairing, or working upon;

u. Loss or damage caused by or resulting from exposure to elements of the weather where any Insured personal property is left in the open or not contained in buildings or on permanent foundations;

v. Loss or damage caused by or resulting from delay, loss of market, loss of use, interruption of business, consequential loss of any nature; unless specifically Insured under Section 3;

w. Loss or damage caused by or resulting from earth movement, landslide, subsidence, rock slide, mud flow earth sinking, earth rising, shifting or settling unless as a direct result of an Earthquake;

Additional Perils are excluded within this Policy.

9. AUTHORITIES EXCLUSIONS

This policy does not insure against loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency court or other authority arising from any cause whatsoever.

10. OTHER INSURANCE

This policy does not attach to or become insurance against any peril upon property herein described, which at the time of any loss is covered by other insurance (meaning insurance in the name of the Insured but not written upon the identical plan, terms, conditions and provisions contained in this policy) until the liability of such other insurance has been exhausted, and then cover only such loss as may exceed the amount due from such other insurance (whether collectible or not after application of any contribution, coinsurance, average or distribution or other clauses contained in policies of such other insurance affecting the amount collectible thereunder, not, however, exceeding the limits as set forth herein.

11. SUBROGATION WAIVER

This insurance shall not be prejudiced by agreement made by the named Insured releasing or waiving the named Insured's right to recovery against third parties responsible for the loss, under the following circumstances only:

a. If made before loss has occurred, such agreement may run in favor of any third party;

b. if made after loss has occurred, such agreement may run only in favor of a third party falling within one of the following categories at the time of loss:

1) a third party insured under this policy; or

2) a corporation, firm, or entity

a) owned or controlled by the named Insured or in which the named Insured owns capital stock or other proprietary interest;

b) owning or controlling capital stock or other proprietary interest in the named Insured; or

c) whether made before or after loss has occurred, such agreement must release or waive the entire right of recovery of the named Insured against such third party.

12. SINGLE LOSS

Each loss by Earthquake or Flood (if shown as a covered peril on the Declarations Page) shall constitute a single claim hereunder; provided, if more than one Earthquake or Flood shall be deemed to be a single Earthquake or Flood within the meaning hereof, the Insurer(s) shall not be liable for any loss by any Earthquake or Flood occurring before the effective date and time of this policy, nor for any loss occurring after the expiration date and time of this policy.

13. LOSS

Any loss thereunder shall not reduce the amount of this policy except as respects Earthquake and Flood (if covered) as per Section 5 of this form.

14. MISREPRESENTATION AND FRAUD

This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

15. NOTICE OF LOSS

The Insured shall as soon as practicable report in writing to the insurer(s) or their agent every loss damage or occurrence which may give rise to a claim under this policy and shall also file with the Insurer(s) or their agent within 30 days from date of damage or occurrence, a detailed sworn proof of loss.

Claims will be filed solely by the HOA and not by individual unit owners.

16. EXAMINATION UNDER OATH

The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Insurer(s) all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Insurer(s) and subscribed the same; and, as often as may be reasonably required shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer(s) or their representative, and shall permit extracts and copies thereof to be made. No such examinations under oath or examination of books or documents, nor any other act of the Insurer(s) or any of their employees or representatives in connection with the investigation of any loss or claim thereunder, shall be deemed a waiver of any defense which the Insurer(s) might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Insurer(s) liability.

17. PRIVILEGE TO ADJUST WITH OWNER

In the event of loss or damage to property of others held by the Insured for which claim is made upon the Insurer(s), the right to adjust such loss or damage with the owner or owners of the property is reserved to the Insurer(s) and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured as respects any such loss or damage, the Insurer(s) reserves the right at their option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Insurer(s) in such regard shall increase the liability of the Insurer(s) under this policy nor increase the limits of liability specified in the policy.

18. SETTLEMENT OF LOSS

All adjusted claims shall be paid or made good to the HOA within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Insurer(s). No loss shall be paid or made good if the Insured has collected the same from others. Losses paid under this policy will be paid directly to the HOA and not individual unit owners.

19. NO BENEFIT TO BAILEE

This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

20. PAIR, SET OR PARTS

In the event of loss of or damage to:

a. any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

b. any part of property covered consisting, when complete for use or sale, of several parts, the Insurer(s) shall only be liable for the value of the part lost or damaged.

21. RECORDS AND INVENTORY

The Insured shall keep accurate books, records and accounts in the following manner: a detailed and itemized inventory record of all property covered thereunder shall be maintained and physical inventory shall be taken periodically at intervals not more than twelve months apart.

22. EXAMINATION OF RECORDS

The Insured shall, as often as may be reasonably required during the term of this policy and for one year thereafter, produce for examination by the Insurer(s) or their duly authorized representative all the books and records, inventories and accounts relating to the property covered thereunder.

23. SUIT

No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this policy is issued such limitations is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state.

Unit owners are restricted from any suit, action or proceeding for the recovery of any claims under this policy as the losses and claims handling will be directly with the HOA.

24. THE INSURER(S) OPTIONS

It shall be optional with the Insurer(s) to take all, or any part, of the property at the agreed or appraised value, or to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention to do so within sixty (60) days after the receipt of the proof of loss herein required.

25. APPRAISAL

If the Insured and the Insurer(s) fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Insurer(s), select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, then, on the request of the Insured or the Insurer(s), such shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Insurer(s) shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Insurer(s) shall not be held to have waived any of its rights by any act relating to appraisal.

26. ABANDONMENT

There can be no abandonment to the Insurer(s) of any property.

27. LABELS

In the event of loss of or damage to labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.

28. ASSISTANCE AND COOPERATION OF THE INSURED

In the event this policy covers the Insured's liability, the Insured shall cooperate with the Insurer(s) and, upon the Insurer(s) request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make payment, assume any obligation or incur any expense without the written consent of the Insurer(s).

29. ALL OTHER MATTERS

All matters not provided for herein or by endorsement hereon shall be governed by the terms and conditions of the Insurer(s) printed policy form to which this form is attached and which has been issued in conjunction herewith. The foregoing clauses shall, however, be considered to supersede and annul any clauses therein which may be of the same or similar.

30. STATUTORY REQUIREMENTS

It is agreed that if property covered under this policy is located in a state that requires a statutory policy or standard form(s) at variance with this policy or the form(s) attached hereto, then this insurance shall cover such property in accordance with the provisions of such required policy or form(s).

31. DEFINITION OF A BUILDING

A building shall constitute a free standing structure not physically adjoining, nor directly communicating with another structure, i.e. no common walls/community walls, foundations, nor basements. A building connected by fully enclosed walkways, tunnels or passages not including outside sidewalks shall be considered one building. Foundations shall be considered part of the building.

32. VALUATION

In case of loss the basis of adjustment unless otherwise endorsed hereon shall be as follows:

a. Improvements and betterments at replacement cost at the time and place of loss if actually replaced. If not so replaced, at actual cash value on date of loss.

b. Real and personal property at replacement cost value if actually replaced otherwise at actual cash value.

c. Accounts, manuscripts, mechanical drawings and other records and documents not specifically excluded, at value blank plus cost of transcribing.

In respects of Items **a.** and **b.** above, replacement cost, the following provisions applies:

This Insurer(s) liability for loss on a replacement cost basis shall not exceed the smallest of the following amounts:

a. The amount of this policy applicable to the loss or damaged property;

b. The replacement cost of the property or any part thereof identical for the same occupancy and use; or

c. The amount actually and necessarily expended in repairing or replacing said property or any part thereof.

33. REPLACEMENT COST

With respect to insurance provided by this policy, it is agreed that this policy shall provide:

a. Replacement Cost (without deduction for depreciation). Replacement cost coverage replaces actual cash value provisions in Section 32 above.

b. This coverage does not apply to:

1) Property of others;

2) Contents of a residence;

3) Manuscripts;

4) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac;

c. The Insured may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event the Insured elects to have loss or damage settled on an actual cash value basis, the Insured may still make a claim for the additional coverage provided the Insured notifies the Insurer(s) the intent to do so within 180 days after the loss or damage.

d. The Insurer(s) will not pay on a replacement cost basis for any loss or damage:

1) Until the loss or damaged property is actually repaired or replaced; and

2) Unless the repairs or replacement(s) are made as soon as reasonably possible after the loss or damage.

e. The Insurer(s) will not pay more for loss or damage on a replacement cost basis than the least of:

1) The Limit of Insurance applicable to the loss or damaged property;

2) The cost to replace, on the same premises, the lost or damaged property with other property:

a.) Of comparable material and quality; or

b.) Used for the same purpose; or

3) The amount the Insured actually spends that is necessary to repair or replace the lost or damaged property

34. SALVAGE AND RECOVERIES

When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined.

35. ASSIGNMENT

Assignment or transfer of this policy shall not be valid except with the written consent of the Insurer(s).

36. UNDERLYING PERILS

It is agreed that it is a condition of coverage under this difference in conditions contract that the Insured shall maintain underlying coverage for perils of all risk including theft during the term of this policy.

37. ENSUING LOSS EXCLUSION

In no event shall the Insurer(s) be liable for any loss or damage caused directly or indirectly by fire, explosion or other excluded perils whether the same be caused by or attributable to any peril insured under this policy or otherwise.

38. CANCELLATION CLAUSE

This insurance may be canceled by the Insured at any time by written notice or by surrender of this contract of insurance. This insurance may also be canceled by or on behalf of the Insurer(s) by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. However, cancellation due to non-payment of premium shall require 10 days written notice of cancellation. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be canceled by the Insured the Insurer(s) shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis the Insurer(s) shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this insurance shall be canceled by or on behalf of the Insurer(s) the Insurer(s) shall retain the pro rata proportion of the premium hereon, except that if this insurance is on an adjustable basis the Insurer(s) shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Insurer(s) shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period limitation permitted by such law.

39. MINIMUM EARNED PREMIUM

In the event of cancellation of this policy by the Insured, a minimum earned premium of 25% of the annual premium shall become payable by the Insured, any conditions of the policy to the contrary notwithstanding. Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the company to cancel. In the event of such cancellation by the company for nonpayment of premium the minimum earned premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the Insured remits the full premium due within 10 days of receiving the cancellation notice.

40. MAINTENANCE OF UNDERLYING LIMITS AND UNCOLLECTIBILITY OF OTHER INSURANCE

a. Maintenance of Primary and Underlying Excess Policy(ies) and Limits:

It is a condition precedent to recovery under this policy that the policy(ies) and limit(s) of the primary and all underlying excess Insurer(s) be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate limits of liability contained therein, solely by the amount of loss(es) paid or admitted during the policy year. Only losses which, except for the amount thereof, would have been payable under this policy may contribute to the satisfaction, reduction or exhaustion of underlying amounts and/or deductibles.

In the event of such reduction of the aggregate limits of liability of the primary and underlying excess insurance's this policy shall pay excess over the reduced aggregate limit. In the event of exhaustion of aggregate limits of liability of the primary and underlying excess insurance's this policy, subject to all its provisions, shall continue in force as primary insurance in respect of

the peril for which the aggregate limit of liability has been so exhausted and the deductible or self-insured amount applicable to that peril shall apply to this policy.

b. Uncollectibility of Other Insurance:

Notwithstanding any of the terms of this policy that might be construed otherwise, the insurance provided by this policy shall always be excess over the maximum monetary limits of the primary and underlying excess insurance (reduced only by reduction of any underlying aggregate limits as provided for in clause **a.** herein) regardless of the Uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer(s).

The risk of uncollectibility (in whole or in part) of other insurance, whether because of financial impairment or insolvency of an underlying or other Insurer(s) or for any other reason, is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by the Insurer(s).

41. SEEPAGE AND POLLUTION EXCLUSION

Notwithstanding any provision to the contrary within the policy of which this exclusion forms part (or within any other endorsement which forms part of this policy), this policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

Seepage and/or Pollution and/or Contamination Exclusion

Notwithstanding any provision to the contrary within the policy of which this exclusion forms part (or within any other endorsement which forms part of this policy), this policy does not insure:

a. any loss, damage, cost or expense, or

b. any increase in insured loss, damage, cost or expense, or

c. any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation), which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean- up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this exclusion includes (but is not limited to):

a. Seepage of, or pollution and/or contamination by anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of part II of that act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other federal, state, provincial, municipal or other law ordinance or regulation; and

b. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

42. DEBRIS REMOVAL CLAUSE

This clause contains provisions, which may limit or prevent recovery under this policy for loss where costs or expenses for debris removal are incurred. Nothing contained in this clause shall override any seepage and/or pollution and/or contamination exclusion or any radioactive contamination exclusion or any other exclusion applicable to this policy.

Any provision within this policy (or within any other endorsement which forms part of this policy) which insures debris removal is canceled and replaced by the following:

a. In the event of direct physical damage to or destruction of property, for which Insurer(s) hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (herein referred to as "damage or destruction"), this policy also insures, within the sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the policy, costs or expenses;

- **1)** which are reasonably and necessarily incurred by the Insured in the removal, from the premises of the Insured at which the damage or destruction occurred, of debris which results from the damage or destruction; and

- **2)** of which the Insured becomes aware and advises the amount thereof to Insurer(s) hereon within one year of the commencement of such damage or destruction.

b. In calculating the amount, if any, payable under this policy for loss where costs or expenses for removal of debris are incurred by the Insured (subject to the limitations in item **a.** above):

- **1)** the maximum amount of such costs or expenses that can be included in the method of calculation set out in **2)** below shall be the greater of $250,000 or 25% of the amount of the damage or destruction from which such costs or expenses result; and

- **2)** the amount of such costs or expenses as limited in **1**) above shall be added to:

  - **a)** the amount of the damage or destruction and

  - **b)** all other amounts of loss, which arise as a result of the same occurrence, and for which Insurer(s) hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this policy is subject and the limit (or applicable sub-limit) of this policy, shall be applied.

ADDITIONAL CONDITIONS ENDORSEMENT

It is hereby understood and agreed that the following additional conditions apply to this policy:

Agreed and understood this policy covers the peril(s) of Earthquake only. All other perils are hereby excluded.

Item 3., Deductible, of the SCHEDULED PROPERTY COVERAGE EXTENSION (CAT3053) is deleted and replaced in its entirety with the following:

3. Deductible

The deductible applicable to coverage provided by this extension is the same as described in Item 7. DEDUCTIBLE CLAUSE of the CONDOMINIUM POLICY (CAT1130).

Coverage for Plants, Trees, Shrubs, Landscaping & Irrigation Systems is excluded.

ACQUISITION CLAUSE – NON-AUTOMATIC

It is hereby understood and agreed that:

1. This policy is not automatically extended to cover additional property of the type insured hereunder, purchased, leased, acquired or otherwise become at the risk of the Insured during the policy period hereon at locations not specified in this policy.

2. Newly Acquired Property will be reported to the Insurer(s) for approval prior to the date on which it becomes at the risk of the Insured, failing which, this policy shall be relieved of all liability.

3. Subject to all the terms and conditions of this policy to which this endorsement attaches and subsequent to the agreement by the Insurer(s), this policy shall assume the insurance on such property and/or properties provided, however, that if there is any other insurance covering such additional property this policy shall not attach or become insurance thereon until liability of all such other insurance is exhausted and will then attach and cover only for its proportion of the excess of loss, if any, over and above the amount due from such other insurance, whether valid or invalid or by solvent or insolvent Insurer(s).

4. In the event Insurer(s) agree to insure the newly acquired property, an additional premium shall be charged from the date the property was purchased, leased, acquired, or otherwise become at the risk of the insured.

EARTHQUAKE SPRINKLER LEAKAGE EXCLUSION

It is hereby understood and agreed that coverage for the peril of **Earthquake Sprinkler Leakage** is excluded from this policy. **Earthquake Sprinkler Leakage** means leakage or discharge of any substance from an **Automatic Sprinkler System**, including collapse of a tank that is part of the system.

If the building or structure containing the **Automatic Sprinkler System** is covered property, the Insurer(s) will pay the cost to:

1. Repair or replace damaged parts of the **Automatic Sprinkler System** if the damage results in sprinkler leakage; or
2. Tear out and replace any part of the building or structure to repair damage to the **Automatic Sprinkler System** that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

1. Any automatic fire protective or extinguishing system, including connected:
   a. Sprinklers and discharge nozzles;
   b. Ducts, pipes, valves and fittings;
   c. Tanks, their component parts and supports; and
   d. Pumps and private fire protection mains.
2. When supplied from an automatic fire protective system:
   a. Non-automatic fire protective systems; and
   b. Hydrants, standpipes and outlets.

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

FLOOD EXCLUSION

It is hereby understood and agreed that the Insurer(s) will not pay for loss or damage caused directly or indirectly by **Flood**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. **Flood**, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:

   a. The overflow of a body of water, inland or tidal waters, or the spray from any of these, all whether driven by wind or not;

   b. The unusual or rapid accumulation or runoff of surface waters from any source; including the spray from surface water, whether driven by wind or not; or

   c. Mudslides or mudflows which are caused by the overflow of a body of water, inland or tidal waters or rapid accumulation or runoff of surface waters, including the spray from any of these, all whether driven by wind or not. A mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

   d. **Flood** includes direct physical loss or damage caused by water, or other waterborne materials that back up or overflow through a sewer, drain, sump, sump pump, or related equipment when caused by or resulting directly from flood as defined in paragraph a., b. and c. of the definition above.

   e. Tsunami

   All flooding in a continuous or protracted event will constitute a single **flood.**

The Insurer(s) will not pay for loss or damage which would not have occurred in the absence of one or more of the following excluded events. The Insurer(s) does not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, is caused by an act of nature or is otherwise caused by external forces, or occurs as a result of any combination of these.

LOSS PAYEE ENDORSEMENT

1. It is hereby understood and agreed that any claim for loss of or damage to the Covered Property due to the Insured under the policy to which this endorsement attaches shall be payable to the Insured and to anyone listed in the schedule below as their interest may appear. It is further understood and agreed that under no circumstances shall this clause be deemed to alter, amend, waive or vary in any way the conditions, clauses or warranties of the policy to which it is attached and that should the Insured be barred from recovery hereunder, whether in whole or in part, for any reason, then recovery by any loss payee(s) is likewise barred except as outlined below. Under no circumstances will the loss payee be able to recover loss as their interest may appear if the loss results from fraudulent acts or omissions on any part of the Insured.

2. Lender's Loss Payable

   A. The loss payee shown in the schedule below is a creditor, including a mortgagee or trustee, whose interest in covered property is established by such written instruments as:

      1. Warehouse receipts:
      2. A contract for deed:
      3. Bills of lading:
      4. Financing statements; or
      5. Mortgages, deeds of trust, or security agreements.

   B. For covered property in which both the Insured and the loss payee have an insurable interest:

      1. The Insurer(s) will pay for covered loss or damage to each loss payee in their order of precedence, as their interests may appear.
      2. The loss payee has the right to receive loss payment even if the loss payee has started foreclosure or similar action on the covered property.
      3. If the Insurer(s) deny the insured's claim because of the Insured's acts or because the Insured has failed to comply with terms of this policy, the loss payee will still have the right to receive loss payment if the loss payee:

         a) Pays any premium due under this policy at the Insurer's request if the Insured has failed to do so;
         b) Submits a signed, sworn proof of loss within 60 days after receiving notice from the Insurer(s) of the Insured's failure to do so; and
         c) Has notified the Insurer(s) of any change in ownership, occupancy or substantial change in risk known to the loss payee.

         All of the terms of this policy will then apply directly to the loss payee.

      4. If the Insurer(s) pay the loss payee for any loss or damage and denies payment to the Insured because of the Insured's acts or because the Insured has failed to comply with the terms of this policy:

         a) The loss payee's rights will be transferred to the Insurer(s) to the extent of the amount the Insurer(s) pays; and
         b) The loss payee's rights to recover the full amount of the loss payee's claim will not be impaired.

C. If the Insurer(s) cancels this policy, the Insurer(s) will give written notice to the loss payee at least:
   1. 10 days before the effective date of cancellation if the Insurer(s) cancels for the Insured's nonpayment of premium; or 30 days days before the effective date of cancellation if the Insurer cancels for any other reason.

3. Contract of Sale

   A. The loss payee shown in the schedule below is a person or organization the insured has entered a contract with for the sale of covered property.

   B. For covered property in which both the Insured and the loss payee have an insurable interest, the Insurer will:

      1. Adjust losses with the Insured; and

      2. Pay any claim for loss or damage jointly to the Insured and the loss payee, as interest may appear.

IPFS Corporation
7307 N Division, Ste 212
Spokane, WA 99208

Contract No: CTE014320
Named Insured: Countryside HOA

OCCURRENCE LIMIT OF INSURANCE ENDORSEMENT

It is hereby understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of insurance shown on the face of this policy, or endorsed onto this policy, is the total limit of the Insurer(s) liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit or amount irrespective of the number of locations, coverage or perils insured involved.

The term **occurrence** shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event first occurring in the policy period. When the term applies to loss or losses from the peril(s) of **earthquake** or **volcanic eruption**, one event shall be construed to be all losses arising during a continuous period of 168 hours. When filing proof of loss, the Insured may elect the moment at which the 168 hours period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The premium for this policy is based upon the Statement of Values on file with the Insurer(s), or attached to this policy. In the event of loss hereunder, liability of the Insurer(s) subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

a. The actual adjusted amount of loss, less applicable deductible(s).
b. 100 percent of the individually stated value for each scheduled item of property insured, as shown on the latest Statement of Values on file with the Insurer(s), less applicable deductible(s).
c. The limit of insurance or amount of insurance shown on the face of this policy or endorsed onto this policy.

ORDINANCE OR LAW COVERAGE AND SUBLIMITS

SCHEDULE*

Building No./ Premises No.	Coverage A	Coverage B Limit Of Insurance	Coverage C Limit Of Insurance	Coverage B And C Combined Limit Of Insurance
All / All	X	$0	$0	$1,261,600**
*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations Page. **Do not enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages B and C, or if one of these Coverages is not applicable.				

It is hereby understood and agreed that the following coverage is provided by this policy:

A. Each Coverage – Coverage A, Coverage B and Coverage C – is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both B.1. and B.2. are satisfied and are then subject to the qualifications set forth in B.3.

1. The ordinance or law:

   a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described **premises**; and

   b. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2. a. The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

   b. The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.

   c. However if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

3. In the situation described in B.2.b. above, the Insurer(s) will not pay the full amount of loss otherwise payable under the terms of Coverages A, B, and/or C of this endorsement. Instead, the Insurer(s) will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then the Insurer(s) will pay the full amount of loss otherwise payable under the terms of Coverages A, B and/or C of this endorsement.

C. The Insurer(s) will not pay under Coverage A, B or C of this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by **pollutants** or due to the presence, growth, proliferation, spread or any activity of **fungus**, wet or dry rot or bacteria; or

2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**, **fungus**, wet or dry rot or bacteria.

3. Any loss in value or any cost incurred due to an ordinance or law the Insured was required to comply with before the time of the current loss, even in the absence of building damage, and the Insured has failed to comply.

D. Coverage

1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, the Insurer(s) will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the limit of insurance shown on the Declarations Page as applicable to the **covered building**. Coverage A does not increase the limit of insurance.

2. Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, the Insurer(s) will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

Coverage B is included within the limit of insurance per occurrence for the policy shown on the Declarations Page. Coverage B does not increase the limit of insurance.

The additional condition Coinsurance does not apply to Demolition Cost of Coverage.

3. Coverage C – Increased Cost Of Construction Coverage

a. With respect to the building that has sustained covered direct physical damage, the Insurer(s) will pay the increased cost to:

1) Repair or reconstruct damaged portions of that building; and/or

2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

2) The Insurer(s) will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Coverage C is included within the limit of insurance per occurrence for the policy shown on the Declarations Page. Coverage C does not increase the limit of insurance.

The additional condition Coinsurance does not apply to Increased Cost Of Construction Coverage.

b. When a building is damaged or destroyed and Coverage C applies to that building in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:

1) The cost of excavations, grading, backfilling and filling;

2) Foundation of the building;

3) Pilings; and

4) Underground pipes, flues and drains.

The items listed in b.(1) through b.(4) above are deleted from Excluded Property, but only with respect to the coverage described in this Provision, 3.b.

E. Loss Payment

1. All following loss payment Provisions, E.2. through E.5., are subject to the apportionment procedures set forth in Section B.3. of this endorsement.

2. When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

   a. If the Replacement Cost valuation applies and the property is being repaired or replaced, on the same or another location, the Insurer(s) will not pay more than the lesser of:

      1) The amount the Insured would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same location and to the same height, floor area, style and comparable quality of the original property insured; or

      2) The limit of insurance shown on the Declarations Page as applicable to the **covered building**. However Coverage A is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the application of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.

   b. If the Replacement Cost valuation applies and the property is not repaired or replaced, or if the Replacement Cost valuation does not apply, the Insurer(s) will not pay more than the lesser of:

      1) The actual cash value of the building at the time of loss; or

      2) The limit of insurance shown on the Declarations Page as applicable to the **covered building**. However Coverage A is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the applicable of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.

3. Unless Paragraph E.5. applies, loss payment under Coverage B – Demolition Cost Coverage will be determined as follows:

   The Insurer(s) will not pay more than the lesser of the following:

   a. The amount the Insured actually spends to demolish and clear the site of the described **premises**; or

   b. The applicable limit of insurance shown for Coverage B in the Schedule above. However Coverage B is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the applicable of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.

4. Unless Paragraph E.5. applies, loss payment under Coverage C – Increased Cost Of Construction Coverage will be determined as follows:

   a. The Insurer(s) will not pay under Coverage C:

      1) Until the property is actually repaired or replaced, at the same or another **premises**; and

      2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. The Insurer(s) may extend this period in writing during the two years.

   b. If the building is repaired or replaced at the same location, or if the Insured elects to rebuild at another location, the most the Insurer(s) will pay under Coverage C is the lesser of:

      1) The increased cost of construction at the same **premises**; or

      2) The applicable limit of insurance shown for Coverage C in the Schedule above. However Coverage C is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the application of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.

   c. If the ordinance or law requires relocation to another **premises**, the most the Insurer(s) will pay under Coverage C is the lesser of:

1) The increased cost of construction at the new location; or

2) The applicable limit of insurance shown for Coverage C in the Schedule above. However Coverage C is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the application of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.

5. If a combined limit of insurance is shown for Coverages B and C in the Schedule above, Paragraphs E.3. and E.4. of this endorsement do not apply with respect to the building that is subject to the combined limit, and the following loss payment provisions apply instead:

The most the Insurer(s) will pay, for the total of all covered losses for Demolition Cost and Increased Cost Of Construction, is the combined limit of insurance shown for Coverages B and C in the Schedule above. However the combined limit of insurance for Coverage B and C is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the application of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.

Subject to this combined limit of insurance or applicable sublimit of insurance for a **covered cause of loss**, the following loss payment provisions apply:

a. For Demolition Cost, the Insurer(s) will not pay more than the amount the Insured actually spends to demolish and clear the site of the described **premises**.

b. With respect to the Increased Cost of Construction:

1) The Insurer(s) will not pay for the increased cost of construction:

(a) Until the property is actually repaired or replaced, at the same or another **premises**; and

(b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. The Insurer(s) may extend this period in writing during the two years.

2) If the building is repaired or replaced at the same **premises** or if the Insured elects to rebuild at another **premises**, the most the Insurer(s) will pay for the increased cost of construction is the increased cost of construction at the same **premises**.

3) If the ordinance or law requires relocation to another **premises**, the most the Insurer(s) will pay for the increased cost of construction is the increased cost of construction at the new **premises**.

SCHEDULED PROPERTY COVERAGE EXTENSION

It is hereby understood and agreed that **Covered Property** is extended to include the property described below if an “X” is marked below in the space labeled Coverage Extended

Coverage Extended	Scheduled Item	Limit of Insurance
X	Garages/Carports	$500,000
X	**Swimming Pool(s)/Spa(s)**	$75,000
X	Underground Cabling, Pipes, Sewers and Drains	$150,000

1. Limit of Insurance
   The most the Insurer(s) will pay for all loss, damage or expense for any coverage provided by this extension, after the application of any deductibles, will be the Limit of Insurance stated above per occurrence. The limit amount stated above is included within, and not in addition to, the limit of insurance shown on the Participation Page.
   In no event shall the liability of the Insurer(s) exceed this limit of insurance in any one loss, disaster, casualty, or series of loss, disasters, or casualties, arising out of one event, irrespective of the number of items or locations involved.

2. Combined Single Limit
   Scheduled Property Coverage is subject to the individual Limits of Insurance above. If, however, there are no individual limits, then the above Scheduled Items with Coverage Extended are subject to the combined sublimit below. The limit amount stated is included within, and not in addition to, the limit of insurance shown on the Participation Page.

   Combined Single Limit $0

3. Deductible
   The deductible applicable to coverage provided by this extension is the same as described in Section III – Policy Deductibles for the applicable peril and applies on a per location basis.

Definitions:

Artificial Turf means a surface of synthetic fibers made to look like natural grass. It is most often used in arenas for sports that were originally or are normally played on grass.

Bridges, roadways, walks, patios or other paved surfaces means a paved outdoor area adjoining a house or courtyard; a road or path covered with a firm surface suitable for travel, as with paving stones or concrete, such as a paved courtyard, covered with a hard layer of material, or a passage or path for walking, especially a raised passageway connecting different sections of a building or a wide path in a park or garden. Common materials may include cement, pavers, tiles, flagstone or wood.

Fencing mean a barrier, railing, or other upright structure, typically of wood or wire, enclosing an area of ground to mark a boundary or control access.

Gates mean a hinged barrier used to close an opening in a wall, fence, or hedge.

Lights mean landscape lighting or garden lighting refers to the use of outdoor illumination of private gardens and public landscapes, for the enhancement and purposes of safety, nighttime aesthetics, accessibility, security, recreation and sports, and social and event uses.

Mailboxes and Mail Kiosks mean a box into which mail is delivered, especially one mounted on a post at the entrance to a **covered property**.

Playground Equipment means an area used for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides or swings.

Signs mean signs not attached to a building, as those would be covered as part of the structure. Including notices on public display that provide information or instructions in a written or symbolic form.

Sports Court means any hardscape area, including handball courts and racquetball courts but excluding pools and driveways used exclusively for access to a garage. This can include bocce ball or pickle ball courts as well.

Swimming Pool(s) / Spa(s) mean an artificial area of water for swimming including mechanicals, the patio or deck around the pool people sit on and walk on to enjoy the pool, and the fence that is required by law to be around the swimming pool, including picket pool fencing.

Tennis Court means any hardscape area, including tennis courts, tennis court lighting, tennis court fencing, but excluding pools and driveways used exclusively for access to a garage.

Underground Cabling, Pipes, Sewers and Drains mean irrigations, electrical cabling and wires, conduits, pipes, flues, sewers, tanks, drains, any similar property, and any apparatus in connection beneath the surface of the ground on the premises insured.