

348164 / STOLLY INS AGENCY INC
1730 ALLENTOWN RD
PO BOX 5067
LIMA, OH 45802-5067

419-227-2570

POLICY NUMBER: **BOP 0000860044-3**

SNUG HARBOR CONDOMINIUM ASSOCIATION,
INC.
49 E COLLEGE AVE
SUITE 100
SPRINGFIELD OH 45504



WRG: INSURANCE SOLUTIONS, SUPERIOR SERVICE, AND FINANCIAL STRENGTH SINCE 1906®

AGENCY:STOLLY INS AGENCY INC 348164 - 000

INSURED: SNUG HARBOR CONDOMINIUM ASSOCIATION, INC.

POLICY: BOP 0000860044-3

WESTERN RESERVE GROUP

WOOSTER, OHIO

HOME OFFICES: 2865 Benden Drive • Wooster, Ohio 44691

BUSINESSOWNERS PACKAGE POLICY

**Coverage is provided by the Company
named on the Declarations Page**

THIS POLICY JACKET WITH THE DECLARATIONS PAGE,
POLICY CONDITIONS AND DEFINITIONS, AND FORMS AND ENDORSEMENTS,
IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

WRG: INSURANCE SOLUTIONS, SUPERIOR SERVICE, AND FINANCIAL STRENGTH SINCE 1906®

**Western Reserve Mutual Casualty Company
Lightning Rod Mutual Insurance Company
Sonnenberg Mutual Insurance Company**

Member companies of the Western Reserve Group

MUTUAL PROVISIONS

MUTUAL PROVISIONS

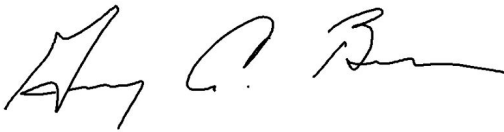
While your policy is in force, you are one of our members and are entitled, in person or in proxy to one vote at all meetings of the members of the WRG Mutual Insurance Holding Company. You may vote by proxy, but for the proxy to be valid in any meeting, it must be filed with the Secretary at least thirty (30) days prior to the date of the meeting at which your proxy is to be voted.

NOTICE OF MEMBERS ANNUAL MEETING

The annual meeting of the members for the WRG Mutual Insurance Holding Company is held on the last Friday of March of each year at our Home Office, 2865 Benden Drive, Wooster, Ohio, at 10:00 a.m.

Nominations for Directors shall be filed with the Secretary at least sixty (60) days prior to the Annual Meeting.

WRG Mutual Insurance Holding Company

A handwritten signature in black ink, appearing to read "Amy C. B...", is written over the printed name.

President-Secretary



Western Reserve Mutual Casualty Company
Lightning Rod Mutual Insurance Company
Sonnenberg Mutual Insurance Company

NOTICE TO POLICYHOLDERS

REDUCTION OF COVERAGE

This notice has been prepared in conjunction with the implementation of changes to your policy. Because an endorsement listed below is included in your policy, this notice includes a brief synopsis of significant provisions.

This notice does not provide coverage, nor can it be construed to replace any provisions of your policy. Please carefully read your policy, including the endorsements attached to your policy, and your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, **the provisions of the policy shall prevail.**

Your policy now includes mandatory endorsement **WBP 82 EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)**. Additionally, if your policy contains **WBP 07 EMPLOYERS LIABILITY (STOP GAP) COVERAGE - OHIO**, it has been replaced with **WBP 81 OHIO - STOP GAP - EMPLOYERS LIABILITY COVERAGE**.

WBP 82 EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

REDUCTION OF COVERAGE

This endorsement generally excludes coverage for bodily injury, property damage and personal and advertising injury related exposures associated with perfluoroalkyl and polyfluoroalkyl substances (PFAS), including any loss, cost or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities, of PFAS by any insured or by any other person or entity.

WBP 81 OHIO - STOP GAP - EMPLOYERS LIABILITY COVERAGE

REDUCTION OF COVERAGE

The exception for an injury intentionally caused or aggravated by an insured with the belief that it was substantially certain to occur is removed from the Intentional Injury exclusion.

Other updates reflect standardized formatting and include editorial modifications to coverages, exclusions, and definitions.

If you have any questions about the information provided in this notice, please contact your agent.



WESTERN RESERVE GROUP

Home Office: 2865 Benden Drive, Wooster, Ohio 44691

BUSINESSOWNERS POLICY DECLARATIONS LIGHTNING ROD MUTUAL INSURANCE COMPANY

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

RUN DATE: 03/08/2026

Renewal

Policy Number: **BOP 0000860044-3**

Previous Policy Number: BOP 0000860044-2

Named Insured and Mailing Address:		Telephone:	
SNUG HARBOR CONDOMINIUM ASSOCIATION, INC. 49 E COLLEGE AVE SUITE 100 SPRINGFIELD, OH 45504		(614) 769-5101	

Agency:	STOLLY INS AGENCY INC 1730 ALLENTOWN RD PO BOX 5067 LIMA, OH 45802-5067	Agency Code:	348164
		Producer Code:	000
		Telephone:	(419) 227-2570

Policy Period: From: 04/01/2026 To 04/01/2027 12:01 am Standard Time at your mailing address shown above.

Business Description: CONDO ASSOCIATION

Form of Business: CORPORATION

Billing Account Number: 0000856741

Liability And Medical Expenses Limits Of Insurance:

LIABILITY AND MEDICAL EXPENSES LIMIT:	\$ 1,000,000	Per Occurrence
MEDICAL EXPENSES LIMIT:	\$ 5,000	Per Person
OTHER THAN PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT:	\$ 2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT:	\$ 2,000,000	
HIRED AUTO LIABILITY		
NON-OWNED AUTO LIABILITY		

Forms And Endorsements Attached To This Policy: See Forms and Endorsements Schedule	Premium For Endorsements:	\$ 659
	Total Premium:	\$ 22,654

Countersigned By:
(Authorized Representative)

BUSINESSOWNERS SCHEDULE

Blanket Insurance			
Blanket #	Type of Property	Limit of Insurance	
1	Blanket Building	\$7,209,300	
Described Premises and Coverages			
PREMISES ADDRESS: 7334-7336 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
			Limit of Insurance
	Windstorm or Hail Percentage Deductible: 1%		
1 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown	Blanket # 1	\$ 944
	Earthquake - Building - 5% Deductible		\$ 108
1 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction	INCLUDED \$ 25,000 \$ 25,000	
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
1 / 1	Damage to Premises Rented to You (Section II - Liability)	\$ 250,000	
Described Premises and Coverages			
PREMISES ADDRESS: 7334-7336 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
1	Money and Securities (On Premises)	\$ 10,000	
1	Money and Securities (Off Premises)	\$ 10,000	
1	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7366-7368 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
2 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 944
	Earthquake - Building - 5% Deductible		\$ 108
2 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
2 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7366-7368 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
2	Money and Securities (On Premises)	\$ 10,000	
2	Money and Securities (Off Premises)	\$ 10,000	
2	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7382-7384 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
3 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 944
	Earthquake - Building - 5% Deductible		\$ 108
3 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
3 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7382-7384 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
3	Money and Securities (On Premises)	\$ 10,000	
3	Money and Securities (Off Premises)	\$ 10,000	
3	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7388-7390 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
4 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 944
	Earthquake - Building - 5% Deductible		\$ 108
4 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
4 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000

Described Premises and Coverages			
PREMISES ADDRESS: 7388-7390 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
4	Money and Securities (On Premises)	\$ 10,000	
4	Money and Securities (Off Premises)	\$ 10,000	
4	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7401-7403 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
5 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 968
	Earthquake - Building - 5% Deductible		\$ 111
5 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
5 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7401-7403 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
5	Money and Securities (On Premises)	\$ 10,000	
5	Money and Securities (Off Premises)	\$ 10,000	
5	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7413-7415 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000 Windstorm or Hail Percentage Deductible: 1%	Optional Coverage Deductible: \$500	Limit of Insurance Premium
6 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 673
	Earthquake - Building - 5% Deductible		\$ 77
6 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
6 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7413-7415 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
6	Money and Securities (On Premises)	\$ 10,000	
6	Money and Securities (Off Premises)	\$ 10,000	
6	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7425-7427 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
7 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 968
	Earthquake - Building - 5% Deductible		\$ 111
7 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
7 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000

Described Premises and Coverages			
PREMISES ADDRESS: 7425-7427 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
7	Money and Securities (On Premises)	\$ 10,000	
7	Money and Securities (Off Premises)	\$ 10,000	
7	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7471-7473 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
8 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 968
	Earthquake - Building - 5% Deductible		\$ 111
8 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
8 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7471-7473 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
8	Money and Securities (On Premises)	\$ 10,000	
8	Money and Securities (Off Premises)	\$ 10,000	
8	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7481-7483 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
9 / 1	Building - Replacement Cost Automatic Incr: 4%	Blanket # 1	\$ 698
	Equipment Breakdown		
	Earthquake - Building - 5% Deductible		\$ 80
9 / 1	Ordinance or Law	INCLUDED	
	Cov 1 - Loss to Undamaged Portion of Building		
	Cov 2 - Demolition Cost	\$ 25,000	
	Cov 3 - Increased Cost of Construction	\$ 25,000	
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
9 / 1	Damage to Premises Rented to You (Section II - Liability)	\$ 250,000	
Described Premises and Coverages			
PREMISES ADDRESS: 7481-7483 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
9	Money and Securities (On Premises)	\$ 10,000	
9	Money and Securities (Off Premises)	\$ 10,000	
9	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7398 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Limit of Insurance
	Windstorm or Hail Percentage Deductible: 1%		Premium
10 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 437
	Earthquake - Building - 5% Deductible		\$ 50
10 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
10 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000

Described Premises and Coverages			
PREMISES ADDRESS: 7398 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
10	Money and Securities (On Premises)	\$ 10,000	
10	Money and Securities (Off Premises)	\$ 10,000	
10	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7406 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Limit of Insurance
	Windstorm or Hail Percentage Deductible: 1%		Premium
11 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 437
	Earthquake - Building - 5% Deductible		\$ 50
11 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
11 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7406 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
11	Money and Securities (On Premises)	\$ 10,000	
11	Money and Securities (Off Premises)	\$ 10,000	
11	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7420 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
12 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown	Blanket # 1	\$ 490
	Earthquake - Building - 5% Deductible		\$ 56
12 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction	INCLUDED \$ 25,000 \$ 25,000	
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
12 / 1	Damage to Premises Rented to You (Section II - Liability)	\$ 250,000	

Described Premises and Coverages			
PREMISES ADDRESS: 7420 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
12	Money and Securities (On Premises)	\$ 10,000	
12	Money and Securities (Off Premises)	\$ 10,000	
12	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7462 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
13 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown	Blanket # 1	\$ 490
	Earthquake - Building - 5% Deductible		\$ 56
13 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction	INCLUDED \$ 25,000 \$ 25,000	
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
13 / 1	Damage to Premises Rented to You (Section II - Liability)	\$ 250,000	
Described Premises and Coverages			
PREMISES ADDRESS: 7462 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
13	Money and Securities (On Premises)	\$ 10,000	
13	Money and Securities (Off Premises)	\$ 10,000	
13	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7468 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
14 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 490
	Earthquake - Building - 5% Deductible		\$ 56
14 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		INCLUDED \$ 25,000 \$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
14 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7468 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
14	Money and Securities (On Premises)	\$ 10,000	
14	Money and Securities (Off Premises)	\$ 10,000	
14	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7474 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
15 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown	Blanket # 1	\$ 490
	Earthquake - Building - 5% Deductible		\$ 56
15 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction	INCLUDED \$ 25,000 \$ 25,000	
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
15 / 1	Damage to Premises Rented to You (Section II - Liability)	\$ 250,000	
Described Premises and Coverages			
PREMISES ADDRESS: 7474 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
15	Money and Securities (On Premises)	\$ 10,000	
15	Money and Securities (Off Premises)	\$ 10,000	
15	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7433, 7435, 7441, 7443 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		Limit of Insurance
16 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown		Blanket # 1 \$ 1,307
	Earthquake - Building - 5% Deductible		\$ 149
16 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building		INCLUDED
	Cov 2 - Demolition Cost		\$ 25,000
	Cov 3 - Increased Cost of Construction		\$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
16 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7433, 7435, 7441, 7443 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
16	Money and Securities (On Premises)	\$ 10,000	
16	Money and Securities (Off Premises)	\$ 10,000	
16	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7478, 7480, 7490, 7492, 7494 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
17 / 1	Building - Replacement Cost	Automatic Incr: 4%	\$ 1,307
	Equipment Breakdown		
	Earthquake - Building - 5% Deductible		\$ 149
17 / 1	Ordinance or Law		
	Cov 1 - Loss to Undamaged Portion of Building	INCLUDED	
	Cov 2 - Demolition Cost	\$ 25,000	
	Cov 3 - Increased Cost of Construction	\$ 25,000	
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
17 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7478, 7480, 7490, 7492, 7494 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
17	Money and Securities (On Premises)	\$ 10,000	
17	Money and Securities (Off Premises)	\$ 10,000	
17	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7498, 7500, 7502, 7504, 7506, 7508 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
18 / 1	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown	Blanket # 1	\$ 2,542
	Earthquake - Building - 5% Deductible		\$ 290
18 / 1	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building	INCLUDED	
	Cov 2 - Demolition Cost	\$ 25,000	
	Cov 3 - Increased Cost of Construction	\$ 25,000	
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
18 / 1	Damage to Premises Rented to You (Section II - Liability)	\$ 250,000	
Described Premises and Coverages			
PREMISES ADDRESS: 7498, 7500, 7502, 7504, 7506, 7508 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
18	Money and Securities (On Premises)	\$ 10,000	
18	Money and Securities (Off Premises)	\$ 10,000	
18	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7451, 7453, 7455, 7457, 7459, 7461 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION:			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
	Windstorm or Hail Percentage Deductible: 1%		
19 / 1	Building - Replacement Cost	Automatic Incr: 4%	Blanket # 1 \$ 2,542
	Equipment Breakdown		
	Earthquake - Building - 5% Deductible		\$ 290
19 / 1	Ordinance or Law		
	Cov 1 - Loss to Undamaged Portion of Building		INCLUDED
	Cov 2 - Demolition Cost		\$ 25,000
	Cov 3 - Increased Cost of Construction		\$ 25,000
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
19 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7451, 7453, 7455, 7457, 7459, 7461 DUNNS POND CIR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
19	Money and Securities (On Premises)	\$ 10,000	
19	Money and Securities (Off Premises)	\$ 10,000	
19	Outdoor Signs	\$ 10,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages				
PREMISES ADDRESS: 7371 SNUG HARBOR DR, RUSSELLS POINT, OH 43348				
BUILDING DESCRIPTION: OFFICE				
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Limit of Insurance	Premium
Windstorm or Hail Percentage Deductible: 1%				
20 / 1	Building - Replacement Cost	Automatic Incr: 4%	Blanket # 1	\$ 328
	Equipment Breakdown			
	Earthquake - Building - 5% Deductible			\$ 38
20 / 1	Ordinance or Law		INCLUDED	
	Cov 1 - Loss to Undamaged Portion of Building			
	Cov 2 - Demolition Cost		\$ 25,000	
	Cov 3 - Increased Cost of Construction		\$ 25,000	
	Business Income & Extra Expense Optional Coverage:			
	No (Not Applicable)			
20 / 1	Damage to Premises Rented to You (Section II - Liability)		\$ 250,000	
Described Premises and Coverages				
PREMISES ADDRESS: 7371 SNUG HARBOR DR, RUSSELLS POINT, OH 43348				
BUILDING DESCRIPTION: POOL HOUSE				
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Limit of Insurance	Premium
Windstorm or Hail Percentage Deductible: 1%				
20 / 2	Building - Replacement Cost	Automatic Incr: 4%	Blanket # 1	\$ 271
	Equipment Breakdown			
	Earthquake - Building - 5% Deductible			\$ 31
20 / 2	Ordinance or Law		INCLUDED	
	Cov 1 - Loss to Undamaged Portion of Building			
	Cov 2 - Demolition Cost		\$ 25,000	
	Cov 3 - Increased Cost of Construction		\$ 25,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7371 SNUG HARBOR DR, RUSSELLS POINT, OH 43348 <i>(continued)</i>			
BUILDING DESCRIPTION: POOL HOUSE			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
Windstorm or Hail Percentage Deductible: 1%			
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
20 / 2	Swimming Pools No: 1		\$ 295
20 / 2	Damage to Premises Rented to You (Section II - Liability)	\$ 250,000	
Described Premises and Coverages			
PREMISES ADDRESS: 7371 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION: FENCE			
Prem / Bldg	Property Coverage Deductible: \$5,000	Optional Coverage Deductible: \$500	Premium
Windstorm or Hail Percentage Deductible: 1%			
20 / 3	Building - Replacement Cost Automatic Incr: 4% Equipment Breakdown Earthquake - Building - 5% Deductible	Blanket # 1	\$ 47
20 / 3	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction	INCLUDED \$ 25,000 \$ 25,000	\$ 1
	Business Income & Extra Expense Optional Coverage: No (Not Applicable)		
20 / 3	Damage to Premises Rented to You (Section II - Liability)	\$ 250,000	

BUSINESSOWNERS SCHEDULE

Described Premises and Coverages			
PREMISES ADDRESS: 7371 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
BUILDING DESCRIPTION: BOAT DOCKS			
Prem / Bldg	Property Coverage Deductible: \$5,000 Windstorm or Hail Percentage Deductible: 1%	Optional Coverage Deductible: \$500	Premium
			Limit of Insurance
20 / 4	Building - Replacement Cost Equipment Breakdown	Automatic Incr: 4%	\$ 277
20 / 4	Ordinance or Law Cov 1 - Loss to Undamaged Portion of Building Cov 2 - Demolition Cost Cov 3 - Increased Cost of Construction		Blanket # 1 INCLUDED \$ 25,000 \$ 25,000
20 / 4	Damage to Premises Rented to You (Section II - Liability)	Business Income & Extra Expense Optional Coverage: No (Not Applicable)	\$ 250,000
Described Premises and Coverages			
PREMISES ADDRESS: 7371 SNUG HARBOR DR, RUSSELLS POINT, OH 43348			
Premises	Coverages Applicable Per Premises	Limit of Insurance	Premium
20	Money and Securities (On Premises)	\$ 10,000	
20	Money and Securities (Off Premises)	\$ 10,000	
20	Outdoor Signs	\$ 10,000	
Coverages Applicable Per Policy			Premium
	Employee Dishonesty	\$ 25,000	
	Forgery or Alteration	\$ 25,000	

BUSINESSOWNERS FORMS AND ENDORSEMENTS SCHEDULE

Form Number	Endorsement Title	Premium
BP 00 03 07 13	Businessowners Coverage Form	
BP 01 58 03 15	Ohio Changes	
WBP 60 09 17	Businessowners Advantage Endorsement	\$ 181
BP 03 12 01 10	Windstorm or Hail Percentage Deductibles	
BP 04 04 01 10	Hired Auto And Non-Owned Auto Liability	
	Hired Auto	\$ 47
	Non-Owned Auto	\$ 83
BP 04 17 01 10	Employment-Related Practices Exclusion	
BP 05 23 01 15	Cap on Losses from Certified Acts of Terrorism	
BP 05 77 01 06	Fungi or Bacteria Exclusion (Liability)	
BP 05 98 07 13	Amendment of Insured Contract Definition	
BP 10 03 07 13	Earthquake	
BP 14 08 01 10	Exclusion - Exterior Insulation and Finish Systems	
BP 14 19 01 10	Exclusion - Damage to Work Performed by Subcontractors on Your Behalf	
BP 14 86 07 13	Communicable Disease Exclusion	
BP 15 04 05 14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - with Limited Bodily Injury Exception	
BP 17 01 07 13	Condominium Association Coverage	
BP 17 24 01 10	Condominiums, Co-Ops, Associations - Directors and Officers Liability Endorsement	\$ 255
WBP 41 09 17	Exclusion - Punitive or Exemplary Damages	
WBP 44 09 17	Asbestos, Lead, and Silica Exclusion	
WBP 57 09 17	Limited Exclusion of Non-Certified Acts of Terrorism	
WBP 63 09 17	Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties)	
WBP 64 09 17	6 Month Reporting Period for Wind or Hail Losses - Ohio	
WBP 70 09 17	Equipment Breakdown	
WBP 78 03 24	Businessowners Amendatory Endorsement	
WBP 82 12 25	Exclusion – Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	
WIL 09 85 01 21	Disclosure Pursuant to Terrorism Risk Insurance Act	

BUSINESSOWNERS FORMS AND ENDORSEMENTS SCHEDULE

Form Number	Endorsement Title	Premium
WIL 60 01 16	Cyber - Data Compromise Coverage	\$ 93
WIL 72 03 24	Appraisal Endorsement	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUMS, CO-OPS, ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Named Association: SNUG HARBOR CONDOMINIUM ASSOCIATION, INC.	
Directors And Officers Liability Annual Aggregate Limit Of Insurance: \$ 1,000,000	
Deductible: \$ 500	
Pending Or Prior Litigation Date: 04/01/2024	Retroactive Date: 04/01/2024
<input type="checkbox"/> Extended Reporting Period	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

For the purposes of the coverage provided by this endorsement, **Section II – Liability** is amended as follows:

A. The following are added to Paragraph **A. Coverages**:

1. Insuring Agreement – Management Liability

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

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

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

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

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

However, this Paragraph **b.** does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c. This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:
 - (1) The estate, heirs or legal representatives of a deceased "insured person"; and
 - (2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

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

2. Insuring Agreement – Association Reimbursement

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

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

3. Insuring Agreement – Association Liability

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

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

4. Defense And Settlement

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

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

- B. For the purposes of the coverage provided by this endorsement, Paragraph **B. Exclusions**, Subparagraph **1. Applicable To Business Liability Coverage** is replaced by the following:

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

- a. Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
- b. For "bodily injury".
- c. For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
- d. For "property damage".
- e. Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
- f. Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule.
- g. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
 - (1) During a prior policy period of this policy; or
 - (2) Under any insurance policy of which this policy is a replacement.

- h. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Schedule, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.
- i. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
- j. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
- k. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
 - (1) A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or
 - (2) A "claim" arising out of a "wrongful employment practices act".
- l. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
- m. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
 - (1) The "association" would have been liable in the absence of such contract or agreement; or
 - (2) Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act";
- n. Arising out of "personal and advertising injury".
- o. Arising out of:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
 - (2) Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (3) A "claim" made or "suit" brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";
 including without limitation any "claim" by or on behalf of the "association".
- p. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph **B**.
- C. For the purposes of the coverage provided by this endorsement, Paragraph **C. Who Is An Insured** is replaced by the following:
 - 1. The "association" is an insured.
 - 2. "Insured persons" are insureds.
- D. For the purposes of the coverage provided by this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:
 - 1. **Annual Aggregate Limit Of Insurance**

The most we will pay for the sum of all "loss" under Paragraphs **A.1.**, **A.2.** and **A.3.** is the aggregate Limit of Insurance shown in the Schedule. This limit applies regardless of the number of:

 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons, organizations or government agencies making "claims" or bringing "suits".

If the aggregate Limit of Insurance is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement.

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

2. Deductible

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

If the "association" is permitted or required by law to indemnify an "insured person" for "loss", but fails or refuses, other than for reason of "financial insolvency", then our payment for such "loss" will not be subject to any deductible and the "association" shall be responsible for, and shall hold us harmless from, and shall reimburse us for such "loss" up to the deductible shown in the Schedule.

- E. For the purposes of the coverage provided by this endorsement, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition is replaced by the following:

Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim

1. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:
 - a. How, when and where the "wrongful act" took place;
 - b. The names and addresses of any person involved in the specific "wrongful act", including names and addresses of the potential claimants;
 - c. Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";
 - d. The nature of the alleged or potential damages arising from such specific "wrongful act"; and
 - e. The circumstances by which the insureds first became aware of the specific "wrongful act".
2. If a "claim" is received by any insured, you must:
 - a. Immediately record the specifics of the "claim" and the date received; and
 - b. Notify us as soon as practicable.

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

3. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the "claim"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "wrongful acts" to which this insurance may also apply.

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

- F. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **E. Liability And Medical Expenses General Conditions:**

Consent To Settle

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

G. Extended Reporting Period

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

1. You will have the right to purchase an Extended Reporting Period from us if:
 - a. This endorsement is cancelled or not renewed for any reason; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to "wrongful acts" on a claims-made basis.
2. An Extended Reporting Period, as specified in Paragraph **G.1.** of this endorsement, lasts three years and is available only for an additional premium.

3. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
 - a. The "claim" is first made during the Extended Reporting Period;
 - b. The "wrongful act" occurs before the end of the policy period; and
 - c. The "wrongful act" did not commence before the Retroactive Date.
 4. You must give us a written request for the Extended Reporting Period within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first.
 5. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this endorsement. Once in effect, the Extended Reporting Period may not be cancelled.
 6. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limit of Insurance available under this endorsement for future payment of damages; and
 - d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Extended Reporting Period will be deemed fully earned as of the date it is purchased.
 7. There is no separate or additional Limit of Insurance for the Extended Reporting Period. The Limit of Insurance available during the Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limit of Insurance available at the time this policy was cancelled or nonrenewed.
- H. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph F. Liability And Medical Expenses Definitions of Section II # Liability:**
1. "Association" means the entity named in the Schedule as the named association.
 2. "Claim" means:
 - a. A written demand for monetary damages against any insured;
 - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
 - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
 - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;

for a "wrongful act", including any appeal therefrom.
 3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
 4. "Financial insolvency" means the status of the "association" resulting from:
 - a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
 - b. The "association" becoming a debtor in possession.
 5. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".
 6. "Interrelated wrongful act" means all causally connected "wrongful acts".
 7. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.

8. "Wrongful act" includes a "wrongful employment practices act" and means:
 - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
 - b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".
9. "Wrongful employment practices act" means any actual or alleged:
 - a. Wrongful dismissal, discharge or termination of employment;
 - b. Breach of any implied employment contract;
 - c. Employment-related misrepresentation;
 - d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
 - e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
 - f. Wrongful failure to employ or promote;
 - g. Wrongful reference, discipline or deprivation of a career opportunity;
 - h. Failure to adopt adequate workplace or employment policies and procedures; or
 - i. Illegal retaliatory treatment.
- I. For the purposes of the coverage provided by this endorsement, the definition of "suit" in Paragraph **F. Liability And Medical Expenses Definitions** is replaced by the following:

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

 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

- A.** The following is added to Paragraph **B. Exclusions**:
- This insurance does not apply to:
- Perfluoroalkyl And Polyfluoroalkyl Substances**
- a.** "Bodily injury" or "property damage" which would not have occurred, or "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
 - b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.
- B.** The following is added to Paragraph **F. Liability And Medical Expenses Definitions**:
- "Perfluoroalkyl or polyfluoroalkyl substances" means any:
- 1.** Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a.** Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b.** Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c.** Perfluoropolyethers (PFPE);
 - d.** Fluorotelomer-based substances; or
 - e.** Side-chain fluorinated polymers; or
 - 2.** Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **B.1.**

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

THIS ENDORSEMENT PROVIDES INDEPENDENT COVERAGES, TERMS, AND DEFINITIONS. PLEASE READ IT CAREFULLY.

CYBER – DATA COMPROMISE COVERAGE

NOTICE: INSURING AGREEMENT A.1., A.2., AND A.3. OF THIS CYBER – DATA COMPROMISE COVERAGE ENDORSEMENT APPLIES ON AN INCIDENT DISCOVERED AND REPORTED BASIS.

AMOUNTS INCURRED AS CLAIMS EXPENSES, WHICH INCLUDE DEFENSE COSTS, SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY CLAIM OR LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED.

VARIOUS PROVISIONS IN THIS ENDORSEMENT RESTRICT COVERAGE. READ THE ENTIRE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND THE EXTENT OF COVERAGE.

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS ADVANTAGE PROPERTY COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM
- BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM
- COMMERCIAL PROPERTY COVERAGE PART
- CONTRACTORS SPECIAL POLICY

Throughout this endorsement the words or phrases that appear in **bold** text (other than headings and titles) have special meaning. Refer to **Section VIII – DEFINITIONS**.

Unless stated otherwise, none of the definitions, exclusions, conditions or other provisions in the **Named Insured's** policy apply to coverage found in this endorsement. Unless stated otherwise, this coverage is subject to the Common Policy Conditions and any superseding jurisdictional endorsements.

SCHEDULE

Coverage	Aggregate Limit Of Liability	Retention	Premium
A.1. Data Response Services A.2. Privacy Liability A.3. Regulatory Defense and Penalties	\$ 50,000	\$ 2,500	\$ 93
Retroactive Date: 04/01/2024			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

This Cyber – Data Compromise Coverage is endorsed onto the **Named Insured's** coverage form as a matter of convenience for policy issuance. The coverage and service provided by this endorsement are separate from the underlying coverage. The **Aggregate Limit of Liability** and **Retention** applicable to Cyber – Data Compromise Coverage are separate and in addition to the limits of insurance and deductibles that apply to the underlying coverage.

The Company agrees with the **Named Insured**:

**SECTION I – CYBER – DATA COMPROMISE
COVERAGE**

A. INSURING AGREEMENT

1. Data Response Services

To pay on behalf of the **Insured Organization**, the costs of the data response services described in **A.1.a.** through **A.1.f.** below in excess of the **Retention** because of an **Incident** (or reasonably suspected **Incident**) that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, is first discovered by the **Insured** during the **Policy Period** or Optional Extended Reporting Period, if applicable, and is reported in writing to the Company during the **Policy Period**, within 30 days thereafter, or during the Optional Extended Reporting Period, if applicable, as provided for in **SECTION VI – CONDITIONS, A. NOTICE OF INCIDENT OR CLAIM** of this endorsement. However, such costs shall not include any internal salary or overhead expenses of the **Insured Organization**.

- a. Services of a computer security expert to determine the existence and cause of any electronic data breach resulting in an actual or reasonably suspected theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information** which may require the **Insured Organization** to comply with a **Breach Notice Law** and to determine the extent to which such information was accessed by an unauthorized person or persons;
- b. Services of an attorney to determine the applicability of and actions necessary by the **Insured Organization** to comply with **Breach Notice Laws** due to an actual or reasonably suspected theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information**;
- c. Provision of notification to:
 - (1) Individuals who are required to be notified by the **Insured Organization** under the applicable **Breach Notice Law**; and

(2) In the Company's discretion, individuals affected by an **Incident** in which their **Personally Identifiable Non-Public Information** has been subject to theft, loss, or **Unauthorized Disclosure** in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual;

- d. **Call Center Services** to **Notified Individuals**;
- e. Offer of a **Consumer Protection Product** to **Notified Individuals** residing in the United States whose **Personally Identifiable Non-Public Information** was compromised or reasonably believed to be compromised as a result of theft, loss or **Unauthorized Disclosure**. To be covered, such offer must be provided in a mailed notification communication provided pursuant to paragraph **A.1.c.** above; and
- f. **Public Relations and Crisis Management Expenses**, provided such expenses are incurred no later than twelve (12) months following the reporting of the **Incident** to the Company.

The data response services described in **A.1.a.** through **A.1.f.** above are hereinafter referred to as "**Data Response Services**".

2. Privacy Liability

To pay on behalf of the **Insured**, **Damages** and **Claims Expenses** in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of any **Claim** for **Privacy Liability** arising out an **Incident** (or reasonably suspected **Incident**) that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, is first discovered by the **Insured** during the **Policy Period** or Optional Extended Reporting Period, if applicable, and is reported in writing to the Company during the **Policy Period**, within 30 days thereafter, or during the Optional Extended Reporting Period, if applicable, as provided for in **SECTION VI – CONDITIONS, A. NOTICE OF INCIDENT OR CLAIM** of this endorsement.

However, this Insuring Agreement **A.2.** only applies if the conditions set forth in **A.4.** below are met.

3. Regulatory Defense and Penalties

To pay on behalf of the **Insured**, **Claims Expenses** and **Penalties** in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of any **Claim** in the form of a **Regulatory Proceeding** resulting from a violation of a **Privacy Law** and caused by an **Incident** (or reasonably suspected **Incident**) that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, is first discovered by the **Insured** during the **Policy Period** or Optional Extended Reporting Period, if applicable, and is reported in writing to the Company during the **Policy Period**, within 30 days thereafter, or during the Optional Extended Reporting Period, if applicable, as provided for in **SECTION VI – CONDITIONS, A. NOTICE OF INCIDENT OR CLAIM** of this endorsement.

However, this Insuring Agreement **A.3.** only applies if the conditions set forth in **A.4.** below are met.

4. Insuring Agreements **A.2.** and **A.3.** only apply if:

- a. The **Insured Organization** initiates as soon as practicable after the **Insured's** discovery of the **Incident** the notification services described in **A.1.c.** above;
- b. The **Claim** is made against the **Insured** no later than two years after the **Insured Organization** initiates the notification services described in **A.1.c.** above; and
- c. The **Insured** reports the **Claim** to the Company in writing as soon as practicable but no more than 90 days after receiving it, as provided for in **SECTION VI – CONDITIONS, A. NOTICE OF INCIDENT OR CLAIM** of this endorsement.

B. DEFENSE AND SETTLEMENT OF CLAIMS

1. The Company shall have the right and duty to defend, subject to all the provisions, terms and conditions of this endorsement:
 - a. Any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this endorsement; and
 - b. Under Insuring Agreement **A.3.**, any **Claim** in the form of a **Regulatory Proceeding**.

However, the Company will have no duty to defend the **Insured** against any **Claim** seeking **Damages** to which this insurance does not apply.

2. The Limit of Liability shall be reduced and may be completely exhausted by payment of **Claims Expenses**, and **Claims Expenses** shall be applied against the **Retention** payable by the **Named Insured**.

SECTION II – EXCLUSIONS

The coverage under this endorsement does not apply to any **Claim** or **Loss**:

- A. For, arising out of or resulting from **Bodily Injury** or **Property Damage**;
- B. For, arising out of or resulting from any employment practices, including but not limited to any actual or alleged refusal to employ any person, termination of employment, demotion, reassignment, discipline, discrimination or harassment, whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person;
- C. For, arising out of or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply to the extent the **Insured** would have been liable in the absence of such contract or agreement;
- D. For, arising out of or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act, as amended;

- E. For, arising out of or resulting from:
1. The actual or alleged unlawful collection, acquisition or retention of **Personally Identifiable Non-Public Information** or other personal information by, on behalf of, or with the consent or cooperation of the **Insured Organization**; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of **Personally Identifiable Non-Public Information**; provided, that this exclusion shall not apply to the actual or alleged unlawful collection, acquisition or retention of **Personally Identifiable Non-Public Information** by a third party committed without the knowledge of the **Insured Organization**; or
 2. The distribution of unsolicited email, direct mail, or facsimiles, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping or recording is done by or on behalf of the **Insured Organization**;
- F. For, arising out of or resulting from any **Incident** (or reasonably suspected **Incident**) occurring prior to the effective date of this endorsement:
1. If any member of the **Control Group** on or before the effective date of this endorsement knew or could have reasonably foreseen that such **Incident** (or reasonably suspected **Incident**) might be expected to be the basis of a **Claim** or **Loss**; or
 2. In respect of which any **Insured** has given notice of an **Incident** (or reasonably suspected **Incident**), or notice of a circumstance which might lead to a **Claim**, to the insurer of any other policy in force prior to the effective date of this endorsement;
- G. For, arising out of or resulting from any **Incident** (or reasonably suspected **Incident**) that occurred prior to the **Retroactive Date**;
- H. For, arising out of or resulting from any actual or alleged violation of:
1. The Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
 2. Any securities law, regulation or legislation;
 3. The Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, each as amended;
- or any law or legislation similar to the above;
- I. For, arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, or intentional or knowing violation of the law, if committed by any present or former member of the **Control Group**, or by others if any present or former member of the **Control Group** colluded or participated in any such conduct or activity;
- J. For, arising out of or resulting from any actual or alleged:
1. Infringement of patent or patent rights or misuse or abuse of patent;
 2. Infringement of copyright;
 3. Use or misappropriation of any ideas, trade secrets (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**; or
 4. Disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person or entity prior to the date the person or entity became an employee, officer, director, **Manager**, principal, partner or subsidiary of the **Insured Organization**;
- K. For, arising out of or resulting from a **Claim** by or on behalf of one or more **Insureds** under this insurance against any other **Insured** or **Insureds** under this insurance; provided this exclusion shall not apply to an otherwise covered **Claim** under Insuring Agreement **A.2.** made by a current or former employee of the **Insured Organization**;
- L. For, arising out of or resulting from:
1. Any **Claim** made by any business enterprise in which any **Insured** has greater than a fifteen percent (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the **Named Insured**; or

2. The **Insured's** activities as a trustee, partner, member, **Manager**, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Insured Organization**;
- M. For, arising out of or resulting from any of the following: (1) trading losses, trading liabilities or change in value of accounts; any loss, transfer or theft of monies, securities or tangible property of others in the care, custody or control of the **Insured Organization**; (2) the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or (3) the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;
- N. For, arising out of or resulting from the distribution, exhibition, performance, publication, display or broadcasting of content or material in broadcasts, publications, or advertising;
- O. For, arising out of or resulting from 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;
- P. For, arising out of or resulting from:
1. Asbestos, or any materials containing asbestos in whatever form or quantity;
 2. The actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed;
 3. Radioactive contamination, nuclear radiation, nuclear reaction or the detonation of any nuclear device;
- Q. For, arising out of or resulting from any **Incident** (or reasonably suspected **Incident**) occurring after the **Named Insured** files for or is placed in any bankruptcy, receivership, liquidation or reorganization proceeding;
- R. For any costs to correct any defect or deficiency in **Computer Systems** or to restore data in **Computer Systems**. This includes, but is not limited to, costs related to data security, data storage or physical security and procedures.

SECTION III – WHO IS AN INSURED

A. THE INSURED AND THE INSURED ORGANIZATION

As used throughout this endorsement, whether expressed in singular or plural, **Insured** shall mean:

1. The **Named Insured** and any subsidiaries for which the **Named Insured** has **Management Control** (and only during the time during which the **Named Insured** has **Management Control**) (together the "**Insured Organization**");
2. A director, officer or **Manager** of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. An employee (including a part time or temporary employee) of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. A principal if the **Named Insured** is a sole proprietorship or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. Any person who previously qualified as an **Insured** under **A.2.**, **A.3.**, or **A.4.** above prior to the termination of the required relationship with the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;

6. The estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this insurance; and
7. The lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States, of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

SECTION IV – LIMITS OF LIABILITY

- A. The **Aggregate Limit of Liability** stated in the Schedule is the Company's combined total limit of liability for all **Data Response Services** costs, **Damages**, **Penalties**, and **Claims Expenses** payable under this endorsement. The **Aggregate Limit of Liability** is in addition to the overall Limits of Insurance provided under the policy to which this endorsement is attached.
- B. The Company shall not be obligated to pay any **Data Response Services** costs, **Damages**, **Penalties**, or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding, after the **Aggregate Limit of Liability** stated in the Schedule has been exhausted by payment of **Data Response Services** costs, **Damages**, **Penalties**, and **Claims Expenses**, or after deposit of the remaining **Aggregate Limit of Liability** in a court of competent jurisdiction. Upon such payment, the Company shall have the right to withdraw from the further defense of any **Claim** under this endorsement by tendering control of said defense to the **Insured**.
- C. Neither the inclusion of more than one **Insured** under this endorsement, nor the making of **Claims** by more than one person or entity, shall increase the limits of liability payable under this endorsement.

SECTION V – RETENTION

- A. The **Retention** stated in the Schedule applies separately to each **Incident** (or reasonably suspected **Incident**). The **Retention** shall be satisfied by monetary payments by the **Named Insured** for **Data Response Services** costs, **Damages**, **Penalties**, and **Claims Expenses**.

- B. Satisfaction of the **Retention** is a condition precedent to the payment by the Company of any amounts hereunder, and the Company shall be liable only for the amounts in excess of such **Retention** subject to **SECTION IV – LIMITS OF LIABILITY** of this endorsement. The **Named Insured** shall be responsible for all payments within the **Retention**.

SECTION VI – CONDITIONS

The following conditions apply to the coverage provided by this endorsement. In addition, unless otherwise stated, the Common Policy Conditions and any superseding jurisdictional endorsements also apply to the coverage provided by this endorsement.

A. NOTICE OF INCIDENT OR CLAIM

1. With respect to Insuring Agreement **A.1.**, **A.2.**, and **A.3.**, the **Insured** shall forward as soon as practicable to the Company written notice of the **Incident** (or reasonably suspected **Incident**), including the specific details of the **Incident** (or reasonably suspected **Incident**) and the date discovered. In no event shall such notice to the Company be later than the end of the **Policy Period** or 30 days thereafter. If an **Insured** first discovers an **Incident** through a **Claim** under Insuring Agreement **A.2.** or **A.3.**, written notice of such **Claim** to the Company in accordance with Paragraph **2.** below shall be deemed written notice of such **Incident** to the Company.
2. With respect to Insuring Agreement **A.2.** and **A.3.**, if any **Claim** is made against the **Insured**, the **Insured** shall forward as soon as practicable to the Company written notice of such **Claim** together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative. In no event shall such notice to the Company be later than 90 days after the **Insured** receives notice of the **Claim**.
3. An **Incident** or **Claim** under Paragraph **1.** or **2.** above shall be considered to be reported to the Company when written notice thereof is first received by the Company.

B. ASSISTANCE AND COOPERATION

1. The Company shall have the right to make any investigation it deems necessary, and the **Insured** shall cooperate with the Company in all investigations. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Company. The **Insured** agrees not to take any action which in any way increases the Company's exposure under this endorsement.
2. Upon the Company's request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Incidents** (or reasonably suspected **Incidents**) with respect to which insurance is afforded under this endorsement; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. In connection with the **Data Response Services** covered under Insuring Agreement **A.1.**, the **Insured** must assist and cooperate with the Company and any third parties assisting with the provision of **Data Response Services**. Such assistance and cooperation shall include, without limitation, responding to requests and inquiries in a timely manner and entering into contracts required for the provision of **Data Response Services**.
4. The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Company.

Compliance with a **Breach Notice Law** will not be considered as an admission of liability for the purposes of Paragraph **4.** above.

C. MERGERS OR CONSOLIDATIONS

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to any other entity, then this endorsement shall remain in full force and effect, but only with respect to an **Incident** (or reasonably suspected **Incident**) that occurs prior to the date of the consolidation, merger or acquisition.

D. BANKRUPTCY

Subject to Exclusion **Q.** of **SECTION II – EXCLUSIONS**, bankruptcy or insolvency of the **Named Insured** shall not relieve the Company of its obligations under this endorsement.

E. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this endorsement nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment or by written agreement between them, the claimant and the Company. Nothing contained herein shall give any person or organization any right to join the Company as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Company be impleaded by the **Insureds** or their legal representatives in any **Claim**.

F. SUBROGATION

This provision supersedes any Common Policy Conditions to the contrary:

In the event of any payment under this endorsement, the Company shall be subrogated to all the **Insureds'** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages, Penalties, Data Response Services** costs, and **Claims Expenses** paid by the Company, and third to the retention. Any additional amounts recovered shall be paid to the **Named Insured**.

G. OTHER INSURANCE

This provision supersedes any Common Policy Conditions to the contrary:

If other valid and collectible insurance is available to the **Insured** for **Data Response Services** costs, **Damages**, **Penalties**, or **Claims Expenses** covered under this insurance, the Company's obligations are limited as follows:

1. As this insurance is primary insurance, the Company's obligations are not affected unless any of the other insurance is also primary. Then, the Company will share with all that other insurance by the method described in Paragraph 2. below.
2. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

H. TERRITORY

1. The coverage provided by Insuring Agreement **A.1.** of this endorsement applies to **Data Response Services** provided in the United States of America (including its territories and possessions), Puerto Rico and Canada.
2. The coverage provided by Insuring Agreements **A.2.** and **A.3.** of this endorsement applies to **Incidents** (or reasonably suspected **Incidents**) taking place anywhere in the world, provided the **Insured's** responsibility to pay damages is determined in a suit on the merits, or in a regulatory proceeding, in the territory described in Paragraph 1. above, or in a settlement agreed to by the Company.

SECTION VII – OPTIONAL EXTENDED REPORTING PERIOD

- A. In the event of the termination of this endorsement for any reason except the non-payment of premium, the **Named Insured** shall have the right, in exchange for payment of an additional premium, to have issued an endorsement providing an Optional Extended Reporting Period of up to 12 months for **Incidents** (or reasonably suspected **Incidents**) first discovered by any **Insured** and reported to the Company during the Optional Extended Reporting Period, and arising out of any **Incident** (or reasonably suspected **Incident** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**, subject to the conditions set forth herein. In order for the **Named Insured** to invoke the Optional Extended Reporting Period option, the payment of the additional premium for the Optional Extended Reporting Period must be paid to the Company within 30 days of the termination of this insurance. If notice of election of the Optional Extended Reporting Period and full premium payment is not given to the Company within such 30 day period, there shall be no right to purchase the Optional Extended Reporting Period.
- B. The Limit of Liability for the Optional Extended Reporting Period shall be part of, and not in addition to, the **Aggregate Limit of Liability** for the **Policy Period** and the exercise of the Optional Extended Reporting Period shall not in any way increase the **Aggregate Limit of Liability**.
- C. The additional premium for a 12 month Optional Extended Reporting Period will be 100 percent (100%) of the premium charged for the last **Policy Period**. Once that premium is paid, the Optional Extended Reporting Period may not be cancelled, and the entire premium shall be fully earned.

SECTION VIII – DEFINITIONS

- A. Aggregate Limit of Liability** means the aggregate Limit of Liability set forth in the Schedule.
- B. Bodily Injury** means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting therefrom.
- C. Breach Notice Law** means any United States federal, state, or territory statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or reasonably may have been accessed by an unauthorized person.
- D. Call Center Services** means coverage for a call center to answer calls during standard business hours for a period of 90 days (or longer if required by applicable law or regulation) following the issuance of the notification services described in Insuring Agreement **A.1.c**. Such notification communication shall include a toll free telephone number that connects to the call center during standard business hours. Call center employees will answer questions about the **Incident** from **Notified Individuals** and will provide information required by a Health Insurance Portability and Accountability Act ("HIPAA")/Health Information Technology for Economic and Clinical Health Act ("HITECH") media notice or by other applicable law or regulation.
- E. Claim** means:
1. A written demand received by any **Insured** for money or services, including the service of a suit or institution of arbitration proceedings;
 2. With respect to coverage provided under Insuring Agreement **A.3**, only, institution of a **Regulatory Proceeding** against any **Insured**; and
 3. A written request or agreement to toll or waive a statute of limitations relating to a potential **Claim** described in Paragraph **1**. above.

F. Claims Expenses means:

1. Reasonable and necessary fees charged by an attorney designated by the Company;
2. All other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit, or proceeding arising in connection therewith, or circumstance which might lead to a **Claim**, if incurred by the Company, or by the **Insured** with the prior written consent of the Company; and
3. The premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Company shall have no obligation to appeal or to obtain bonds.

Claims Expenses do not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim, Incident**, or circumstance that might lead to a **Claim** notified under this endorsement, or costs to comply with any regulatory orders, settlements or judgments.

G. Computer Systems means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

1. Operated by, and either owned by or leased to, the **Insured Organization**; or
2. Operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data, pursuant to written contract with the **Insured Organization** for such services.

H. Consumer Protection Product means a credit monitoring, identity theft prevention or identity theft resolution product that may provide, as appropriate given the nature of the **Incident**, credit and/or internet monitoring and the following services to **Notified Individuals** who subscribe to the **Consumer Protection Product**:

1. Access to their credit report from one of the three credit bureaus at the time of enrollment;

2. ID theft insurance for certain expenses resulting from identity theft;
3. Notification of a critical change to their credit that may indicate fraud (such as an address change, new credit inquiry, new account opening, posting of negative credit information such as late payments, and public record posting);
4. Fraud detection alerts that may include account takeover, medical identity theft and other forms of fraud; and
5. Fraud resolution services if they become victims of identity theft as a result of the **Incident** for which notification services described in Insuring Agreement **A.3.c.** are provided.

Each **Notified Individual** will have a period of up to 60 days from the mailing of the notification to enroll and the **Consumer Protection Product** will be available for 12 months following the individual's enrollment. To be eligible, the individual must be an adult U.S. citizen, must verify their identity, have a credit file on record, complete the enrollment process, and must agree to the terms of service of the **Consumer Protection Product**.

If the **Consumer Protection Product** becomes commercially unavailable, it shall be substituted with a similar commercial product that provides individual credit monitoring for potential identity theft.

- I. **Control Group** means the individuals holding the following positions in the **Insured Organization**: President; members of the Board of Directors; executive officers, including the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, staff attorneys employed by the **Insured Organization**; Chief Information Officer; Chief Security Officer; Chief Privacy Officer; **Manager**; and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual and any individual who previously held any of the above referenced positions.

J. Damages means a monetary judgment, award or settlement; provided that the term **Damages** shall not include or mean:

1. Restitution, disgorgement of unjust enrichment or profits, including future profits, by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. Any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;
3. Punitive or exemplary damages, unless insurable by law;
4. Discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
5. Liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
6. Any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

K. Data Response Services means the services described in Insuring Agreement **A.1.a.** through **A.1.f.**

L. Incident means theft, loss or **Unauthorized Disclosure of Personally Identifiable Non-Public Information** that is in the care, custody or control of the **Insured Organization**, or a third party for whose theft, loss or **Unauthorized Disclosure of Personally Identifiable Non-Public Information** the **Insured Organization** is legally liable. (A third party shall include a Business Associate as defined by the Health Insurance Portability and Accountability Act ("HIPAA").)

Multiple **Incidents** arising from the same or a series of related or repeated acts, errors, or omissions, or from any continuing acts, errors, omissions, shall be considered a single **Incident**, irrespective of the number of claimants or **Insureds** involved in the **Claim** or **Loss**. All such **Incidents** shall be deemed to have been discovered at the time the first such **Incident** is discovered.

M. Loss means **Data Response Services** costs, **Damages**, **Penalties**, and **Claims Expenses**.

N. Management Control means:

1. Owning, directly or indirectly, more than 50 percent (50%) of the outstanding securities representing the present right to vote for the election of an entity's directors (in the case of a corporation), members of the board of managers (in the case of a limited liability company), management committee members (in the case of a joint venture or partnership) or persons serving in a functionally equivalent role for such an entity operating or organized outside of the United States; or
2. Having the right, pursuant to a written contract or the bylaws, charter, operating agreement or similar documents of an entity to elect, appoint or designate a majority of: the board of directors of a corporation; the management committee of a joint venture or partnership; the management board of a limited liability company; or persons serving in a functionally equivalent role for such an entity operating or organized outside of the United States.

O. Manager means a manager of a limited liability company.

P. Named Insured means the entity or individual set forth in the underlying coverage Declarations.

Q. Notified Individual means an individual person to whom notice is given or attempted to be given, as described in Insuring Agreement **A.1.c.**

R. Penalties means:

1. Any civil fine or money penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding** by the Federal Trade Commission, Federal Communications Commission, or any other federal, state, local or foreign governmental entity; and
2. Amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund"); but shall not include payments to charitable organizations or disposition of such funds other than for payment of consumer claims for losses caused by an **Incident**;

but shall not mean (a) costs to remediate or improve **Computer Systems**, (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies, (c) audit, assessment, compliance or reporting costs, or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Non-Public Information** from theft, loss or disclosure, even if it is in response to a **Regulatory Proceeding** or investigation.

S. Personally Identifiable Non-Public Information means:

1. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999 ("GLBA"), as amended, and regulations issued pursuant to GLBA;
2. Medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and regulations issued pursuant to HIPAA;
3. Information concerning the individual that is defined as private personal information under a **Breach Notice Law**; or
4. The individual's driver's license or state identification number; social security number; unpublished telephone number; and credit, debit or other financial account numbers if in combination with associated security codes, access codes, passwords or pins;

if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information but does not include publicly available information that is lawfully made available to the general public from government records.

T. Policy Period means the period commencing on the effective date shown in the underlying coverage Declarations and ending on the earlier of:

1. The expiration date shown in the underlying coverage Declarations;
2. The cancellation date of the underlying coverage policy; or

3. The termination date of this Cyber – Data Breach Coverage endorsement.

U. Privacy Law means a federal or state statute or regulation requiring the **Insured Organization** to protect the confidentiality and/or security of **Personally Identifiable Non-Public Information**.

V. Privacy Liability includes a violation of a **Privacy Law** or a **Breach Notice Law**. **Privacy Liability** shall also include that part of a privacy policy that specifically:

1. Prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
2. Requires the **Insured Organization** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person; or
3. Mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**;

provided the **Insured Organization** must, at the time of the **Incident**, have in force a privacy policy that addresses those subsections above that are relevant to the **Claim**.

W. Property Damage means physical injury to or destruction of any tangible property, including the loss of use thereof.

X. Public Relations and Crisis Management Expenses means costs agreed in advance by the Company which are directly related to mitigating harm to the **Named Insured's** reputation as a result of an **Incident** or to mitigating potential **Loss** covered by Insuring Agreement **A.1**.

Y. Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any federal, state, local or foreign governmental entity.

Z. Retroactive Date means the retroactive date specified in the Schedule.

AA. Unauthorized Disclosure means the disclosure of or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge of, consent, or acquiescence of any member of the **Control Group**.