



The Cincinnati Insurance Company
The Cincinnati Casualty Company
The Cincinnati Indemnity Company

Policy Number: EPP 046 60 47

Effective Date: 12-01-2025

Named Insured: SUN CITY WEST PROPERTY OWNERS & RESIDENTS ASSOCIATION INC (PORA)

For professional advice and policy questions or changes, please contact your local independent agency:

STRONG TOWER INSURANCE GROUP, INC.
3325 E BASELINE RD
GILBERT, AZ 85234-2633

480-926-9011

Dear Policyholder:

Thank you

Thank you for trusting The Cincinnati Insurance Companies with your commercial insurance coverage. We recognize that locally based independent agents have the working knowledge to help you choose the right insurance company for your needs. Together with your local independent insurance agency, we are committed to providing you with the highest level of service.

Please review your enclosed policy information to verify your coverage details, as well as deductibles and coverage amounts. Should your needs change, your agent is available to review and update your policy.

Please promptly report claims

If you experience a policy-related loss, you may report it by contacting your local professional independent agency representing The Cincinnati Insurance Companies or by directly calling us toll-free at **877-242-2544** and providing your policy number and claim-related information.

Sincerely,

Chet Swisher
Senior Vice President - Commercial Lines

NOTICE TO POLICYHOLDERS

DIRECT BILL ACCOUNT CREDIT PROCEDURE

This is a notice of how an account credit will be applied to your policy or to all of the policies being billed as single account.

Account Credits

- A.** If your account is comprised of **a single policy** and an endorsement or premium audit results in a credit (return premium), the credit is applied to that policy. If your account does not have a future installment due at the time the endorsement or audit is processed, the credit is refunded to the payor listed for your account. If you do not wish for credits to be automatically applied to future unpaid installments, please contact us to request a refund. Please note that the amount of the refund may vary based upon the date you contact us and your billing schedule.
- B.** If your account is comprised of **more than one policy** and an endorsement or premium audit results in a credit (return premium), the credit is applied in the following manner:
- Payments previously applied to your account are deferred.
 - The credit that results from the endorsement or audit is applied to the policy generating the credit.
 - The payments that were deferred are then reapplied to the account in order to satisfy the amount due.
 - Any excess payment that results from the credit is applied proportionately to your policies with a future payment or installment due.
 - If you do not wish for credits to be automatically applied to future unpaid installments, please contact us to request a refund. Please note that the amount of the refund may vary based upon the date you contact us and your billing schedule.
 - If your account does not have a future installment or payment due at the time the endorsement or audit is processed, the credit is refunded to the payor listed for your account.

(Does not apply to audit return premium for payors located in New York; Does not apply to premiums due more than 30 days from the date of processing for payors located in New Hampshire. These credits are automatically refunded to the payor)

To request a refund, contact us at:

Mailing Address

The Cincinnati Insurance Company
PO Box 14529
Cincinnati, OH 45250-0529

Toll free phone number

877-942-2455

Electronic mail

CinciBill@cinfin.com



Mailing Address:
 P.O. Box 145496
 Cincinnati, OH 45250-5496

Street Address
 6200 S. Gilmore Road
 Fairfield, OH 45014-5141
 513.870.2000

POLICY SUMMARY

Insured: SUN CITY WEST PROPERTY OWNERS & RESIDENTS ASSOCIATION INC (PORA)
 Quote Number: 1229884 V8
 Policy Number: EPP0466047
 Policy Dates: 12/01/2025 - 12/01/2026

LOCATION SCHEDULE

Loc Number	Address	Bldg Number
1	13815 W CAMINO DEL SOL SUN CITY WEST AZ 85375	1
1	13815 W CAMINO DEL SOL SUN CITY WEST AZ 85375	2

POLICY NAMED INSURED SCHEDULE

NAME
 SUN CITY WEST PROPERTY OWNERS & RESIDENTS ASSOCIATION INC (PORA)
 DBA DEL SOL ARTS AND CRAFT GALLERY

PROPERTY

LIMIT

ALL LOCATIONS

Commercial Property Power Expanded Coverage (XC®) Plus

Endorsement

Blanket Coverage Limit \$150,000

LOCATION 1 - 13815 W CAMINO DEL SOL, SUN CITY WEST, AZ 85375

Equipment Breakdown

BUILDING 1

Building Coverage \$2,112,068

- Modernization: No
- Deductible: 1,000
- Coinurance: 100%
- Valuation: Replacement Cost
- Agreed Value: Yes
- Inflation Guard: No
- ACV Provision: No
- Cosmetic Exclusion - Roofs: No
- Cosmetic Exclusion - Siding: No

Business Income - Actual Loss Sustained

- Number of Months: 18
- Extra Expense: Yes
- Waiting Period Deductible: 24 Hour
- Civil Authority Radius Limitation: 5

BPP - Insured & Others \$569,934

- Deductible: 1,000
- Coinurance: 100%
- Valuation: Replacement Cost Including Stock
- Agreed Value: Yes
- Inflation Guard: No

Ordinance or Law

- Coverage B - Demolition Cost \$300,000
- Coverage C - Increased Cost of Construction \$300,000

BUILDING 2

Property in the Open \$36,745
 Deductible: 1,000
 Coinsurance: 100%
 Valuation: Replacement Cost
 Agreed Value: Yes
 Inflation Guard: No

GENERAL LIABILITY

LIMIT

Premises Operations And Products/Completed Operations

Occurrence Limit: \$1,000,000
 General Aggregate: \$2,000,000
 Products Aggregate Limit: \$2,000,000
 Personal and Advertising Injury Limit: \$1,000,000
 Exclusion Personal and Advertising Injury: No
 Exclusion Damage to Premises Rented to You: No
 Exclusion Employees and Volunteer Workers as Insureds: No
 Medical Payments: \$5,000
 Excess Med Pay: No

ALL LOCATIONS

Additional Interest

BI Exception to Pollutant Exclusion

Extended Liability

Hired and Non-Owned Auto

**Injury or Damage to or Resulting from your Work and Injury or
Damage Resulting from your Product**

LOCATION 1 - 13815 W CAMINO DEL SOL, SUN CITY WEST, AZ 85375

<u>Classification Description</u>	<u>Premium Basis</u>
48558 SOCIAL GATHERINGS/MTGS-N/OWN-OPER-INS-NFP Prem/Op Exposure: If Any Prod/CO Exposure: Included	Each
<u>Classification Description</u>	<u>Premium Basis</u>
61218 BUILD./PRM.BK/OFF,MERC,MFG.MAINT-INS. LR-NFP Prem/Op Exposure: If Any Prod/CO Exposure: Included	Area
<u>Classification Description</u>	<u>Premium Basis</u>
61227 BUILD./PREM./OFFICE-NFP-NOC Prem/Op Exposure: 6,900 Prod/CO Exposure: Included	Area

CRIME

LIMIT

Crime Expanded Coverage (XC®) Plus Endorsement

Employee Theft – Unscheduled \$5,000
 Form Type: Commercial Crime - Discovery
 Deductible: 100

UMBRELLA

LIMIT

Commercial Umbrella

Occurrence \$1,000,000
 Aggregate \$1,000,000

NOTICE: THE SECTION 1 AND SECTION 3 COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE, EXCEPT AS OTHERWISE SPECIFIED. PORTIONS OF THIS POLICY APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE EXPENSES WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY INSURED LOSS FROM CLAIMS AND WILL ALSO BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE INSURER BE LIABLE FOR DEFENSE EXPENSES OR INSURED LOSS IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

THIS IS A NON-PARTICIPATING POLICY

POLICY NUMBER:	BMP-1026888-02	INSURER:	Berkley Regional Insurance Company
RENEWAL OF:	BMP-1026888-01		A Stock Company 11201 Douglas Ave Urbandale, IA 50322 959-205-5000

- ITEM I. NAMED INSURED:** Sun City West Property Owner and Residents Association
13815 West Camino Del Sol
Sun City West, AZ 85375
- ITEM II. POLICY PERIOD:** **FROM: December 1, 2025 TO: December 1, 2026**
12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE
- ITEM III. EXTENDED REPORTING PERIOD:**
A. Additional Premium: 100% of Annualized Premium in ITEM V. below
B. Additional Period: 1 Year(s)
- ITEM IV. NOTICE TO INSURER**
Notice of Claim or Potential Claim: All Other Notices:

By Email: CLAIMS@BERKLEYMP.COM Berkley Management Protection
By Mail: Berkley Management Protection Attn: Underwriting
Attn: Claims Department 433 South Main Street
433 South Main Street Suite 200
Suite 200 West Hartford, CT 06110
West Hartford, CT 06110
- ITEM V. POLICY PREMIUM** \$3,357



ITEM VI. COVERAGE PARTS

Coverage is afforded under this Policy for the **Coverage Parts**, and any Optional Coverages, as selected below. To the extent **Coverage Parts** or Optional Coverage(s) in the Policy are not selected below or no Limit of Liability is set forth, such **Coverage Parts** or Optional Coverage(s) are deleted in their entirety and no coverage is available pursuant to such **Coverage Part(s)** or Optional Coverage(s).

SECTION 1 COVERAGE PARTS

Aggregate Limit of Liability for all Section 1 Coverage Parts \$6,000,000

DIRECTORS & OFFICERS LIABILITY COVERAGE PARTS

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input type="checkbox"/>	A. PRIVATE COMPANY DIRECTORS AND OFFICERS LIABILITY Pending or Prior Date: Insuring Clause A Insuring Clause B Insuring Clause C				<input type="checkbox"/>	Duty <input type="checkbox"/> Non-Duty <input type="checkbox"/>
<input type="checkbox"/>	Insuring Clause D: Additional limit of Liability Dedicated for Executives					
Optional Coverages						
<input type="checkbox"/>	Antitrust Claim					
<input type="checkbox"/>	Asset Protection Expense					
<input type="checkbox"/>	Investigation Expense					
<input type="checkbox"/>	Pre-Claim Expense					
<input type="checkbox"/>	Reputation Expense					

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input checked="" type="checkbox"/>	B. NOT FOR PROFIT DIRECTORS AND OFFICERS LIABILITY Pending or Prior Date: 11/01/1998 Insuring Clause A Insuring Clause B Insuring Clause C	\$3,000,000		\$0 \$15,000 \$15,000	<input type="checkbox"/>	Duty <input checked="" type="checkbox"/> Non-Duty <input type="checkbox"/>
<input checked="" type="checkbox"/>	Insuring Clause D: Additional limit of Liability Dedicated for Executives	\$1,000,000				
Optional Coverages						
<input checked="" type="checkbox"/>	Antitrust Claim		\$500,000	\$15,000		
<input checked="" type="checkbox"/>	Excess Benefit Transaction Tax		\$100,000			
<input type="checkbox"/>	Pre-Claim Expense					
<input checked="" type="checkbox"/>	Reputation Expense		\$25,000			



EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input checked="" type="checkbox"/>	C. EMPLOYMENT PRACTICES LIABILITY Pending or Prior Date: 11/01/1998 Insuring Clause A: Employment Practices Liability Coverage Insuring Clause B: Third Party Liability Coverage	\$3,000,000		\$15,000	<input type="checkbox"/>	Duty <input checked="" type="checkbox"/> Non-Duty <input type="checkbox"/>
<input type="checkbox"/>	Additional Defense Expenses Limit for Employment Practices Liability					
Optional Coverages						
<input checked="" type="checkbox"/>	Crisis Expense		\$25,000			
<input checked="" type="checkbox"/>	Wage and Hour Defense Expense		\$100,000	\$15,000		
<input checked="" type="checkbox"/>	Workplace Violence Expense		\$250,000			

FIDUCIARY LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input type="checkbox"/>	D. FIDUCIARY LIABILITY Pending or Prior Date:				<input type="checkbox"/>	Duty <input type="checkbox"/> Non-Duty <input type="checkbox"/>
Optional Coverages						
<input type="checkbox"/>	Voluntary Compliance Resolution Costs					
<input type="checkbox"/>	Civil Fines and Penalties					
<input type="checkbox"/>	Additional Defense Expenses for Fiduciary Liability					

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input type="checkbox"/>	E. MISCELLANEOUS PROFESSIONAL LIABILITY Pending or Prior Date: Professional Services Retroactive Date: Professional Services: A. Miscellaneous Professional Liability Coverage B. Disciplinary and Licensing Proceedings Response				<input type="checkbox"/>	Duty <input type="checkbox"/> Non-Duty <input type="checkbox"/>



SECTION 2 COVERAGE PARTS

CRIME COVERAGE PART			
Coverage Selected	INSURING CLAUSES		
<input type="checkbox"/>	F. CRIME (All Selected Insuring Clauses)		
	Insuring Clauses	Limit of Liability	Retention
<input type="checkbox"/>	Employee Theft Coverage		
<input type="checkbox"/>	Premises Coverage		
<input type="checkbox"/>	In Transit Coverage		
<input type="checkbox"/>	Forgery Coverage		
<input type="checkbox"/>	Computer Fraud Coverage		
<input type="checkbox"/>	Funds Transfer Fraud Coverage		
<input type="checkbox"/>	Money Orders and Counterfeit Currency Fraud Coverage		
<input type="checkbox"/>	Credit Card Fraud Coverage		
<input type="checkbox"/>	Client Coverage		
<input type="checkbox"/>	Social Engineering Fraud Coverage		
<input type="checkbox"/>	Expense Coverage		

SECTION 3 COVERAGE PARTS

CYBER COVERAGE PART		
Coverage Selected	INSURING CLAUSES	
<input type="checkbox"/>	G.CYBER	SEE CYBER SUITE SUPPLEMENTAL DECLARATIONS
Cyber Risk Website: https://zeguro.com/berkleympr		
Breach Counsel Hotline:		
<p>Notice of Claim or Potential Claim: By Email: CYBERCLAIMS@BERKLEYMP.COM By Mail: Berkley Management Protection Attn: Cyber Claims Department 433 South Main Street Suite 200 West Hartford, CT 06110</p>		



ITEM VII. FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ON THE DATE THIS POLICY IS ISSUED

Policy Forms	
Form Number	Title
GTC-110001- 0323	General Terms and Conditions
NDO-110001 0323	Not for Profit D&O Coverage Part
EPL-110001 0323	EPL Coverage Part

Endorsements		
Endorsement	Form Number	Title
1	GTC-11002- 0321-AZ	Arizona Countersignature Endorsement
2	GTC-120001 0323	Biometric Information Exclusion
3	GTC-125001- 0323-AZ	Arizona Amendatory Endorsement
4	GTC-120005 0323	Shared Additional Defense Expenses
5	GTC-11500- 0321	Policyholder Disclosure Notice of Terrorism Insurance Coverage
6	GTC-11501- 0321	Policyholder Notice US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice
7	GTC-120004- 0323	Name or Address Change Endorsement
8	NDO-120003 0323	Amend Bodily Injury and Property Damage Exclusion
9	EPL-120001 0323	Immigration Claim Coverage Endorsement
10	EPL-120002 0323	Amend Bodily Injury and Property Damage Exclusion



These Declarations along with the completed and signed Application and this Policy, constitute the contract between the Insured and the Insurer.

Charles Thompson

Authorized Representative

[Signature]

Authorized Representative



PURSUANT TO THE DEFINITIONS SET OUT IN THIS POLICY, WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING. THE DESCRIPTIONS IN THE HEADINGS AND SUBHEADINGS OF THIS POLICY ARE SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE A PART OF THE TERMS AND CONDITIONS OF COVERAGE.

In consideration of the premium paid and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Policy, the Insurer and the Insureds agree as follows:

I. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all **Coverage Parts**. Unless otherwise stated to the contrary, the terms and conditions of each **Coverage Part** apply only to that particular **Coverage Part**. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any **Coverage Part**, the terms, conditions, and limitations of the **Coverage Part** will control for purposes of that **Coverage Part**.

II. DEFINITIONS

- A. **Application** means any application and any other materials, representations and warranties which are provided to the **Insurer** in connection with the underwriting of this Policy or any other policy of which this Policy is an indirect or direct renewal.
- B. **Change of Control** means:
 - 1. the acquisition of the **Named Insured**, or the acquisition of all or substantially all of the assets of the **Named Insured**, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;
 - 2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**; or
 - 3. the **Named Insured** emerges from bankruptcy with majority ownership of more than 50% of the voting securities vested in any persons and/or entities different from those having such ownership prior to the filing of the bankruptcy proceedings.
- C. **Claim** will have the meaning defined as such in each **Coverage Part**.
- D. **Company** means the **Named Insured**, any **Subsidiary**, or any such entity as a debtor in possession under United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.
- E. **Coverage Part** means those **Coverage Parts** designated and set forth as such in this Policy or added as **Coverage Parts** by endorsement. Coverage under any **Coverage Part** will only be provided if purchased as set forth in Declarations ITEM VI. **Coverage Parts** applicable to this Policy, or by endorsement.



F. Decisional Officer means, with respect to any **Company**, the natural persons who were, now are or shall become such **Company's** chief executive officer, chief financial officer, in-house general counsel, or the functional equivalent of any of the foregoing positions of a **Company**, or only with respect to coverage under the Employment Practices Liability **Coverage Part**, the head of human resources or functional equivalent for the **Company**.

G. Defense Expenses means that part of **Loss** approved by the **Insurer** consisting of reasonable and necessary:

1. legal fees,
2. expert fees,
3. electronic discovery and
4. other expenses

incurred by the **Insurer** or the **Insured**, with the **Insurer's** consent solely with respect to the investigation, defense, settlement and appeal of a **Claim**, including but not limited to premiums or fees required for any appeal, injunction, attachment or supersedeas bonds (without the obligation on the part of the **Insurer** to furnish such bonds) regarding such **Claim**. **Defense Expenses** does not include the salaries, wages, benefits, overhead, or other compensation paid or payable to or by any **Insured** or any **Employee** of such **Insured**.

H. Employee means, unless otherwise defined in any specific **Coverage Part**, a past, present or future natural person while he or she was, is, or will be acting solely in a capacity for and on behalf of the **Company**, and whose work is directed or controlled by the **Company**, including full-time, part-time, seasonal workers, temporary workers, interns, and volunteers. **Employee** also means leased workers, but only if the **Company** agrees in writing to indemnify such leased workers, and any coverage for such leased workers will be specifically excess of any indemnification or insurance otherwise available to such leased worker from the leasing organization, the leased worker's employer or any other source from which the leased worker was placed with the **Company**. **Employee** does not include, unless otherwise indicated in a **Coverage Part**, any director of the **Company** or any **Independent Contractor**.

I. Equivalent Law means, when referring to any statutory law any equivalently functioning United States federal, state and local statutory law, any amendments thereto and any rule or regulation promulgated thereunder, and any equivalently functioning foreign law.

J. ERISA means the Employee Retirement Income Security Act of 1974, (including the Consolidated Omnibus Budget Reconciliation Act of 1985) (COBRA), any amendments thereto or **Equivalent Law**.

K. Extended Reporting Period means the additional period of time purchased by an **Insured** after termination, cancellation, or non-renewal of this Policy, within which to report a **Claim** subject to the provisions of Section VI. **Extended Reporting Period** for **Section 1 and Section 3 Coverage Parts** only.

L. Financial Insolvency means the appointment by any federal or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise,



manage or liquidate a **Company**; or a **Company** becoming a debtor in possession under the United States bankruptcy law or equivalent foreign bankruptcy law.

- M. Independent Contractor** means a natural person who is not an **Employee** of but is retained by the **Company** to perform services for or on behalf of the **Company** for compensation pursuant to and in accordance with the terms of a contract or agreement and using his or her own general means and methods.
- N. Insured** means the **Company** and **Insured Persons**.
- O. Insured Person** means:
1. those persons designated as such in each **Coverage Part**;
 2. with respect to **Section 1 Coverage Parts** only the heirs, executors, administrators, assigns and legal representatives of each such **Insured Person** in the event of his or her death, incapacity or incompetency, but only for the conduct of the **Insured Person**; or
 3. the spouse or domestic partner of the **Insured Person**, but only as to the conduct of the **Insured Person** or due to legal ownership of property identified as potential recovery relief.
- P. Insurer** means the entity issuing this Policy as set forth in the Declarations to this Policy.
- Q. Loss** will have the meaning defined as such in each **Coverage Part**.
- R. Named Insured** means the entity named in ITEM I. in the Declarations to this Policy.
- S. Nuclear Materials** means any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contamination or source and of any type or kind.
- T. Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM II. of the Declarations to this Policy, or any earlier or later termination or cancellation date established pursuant to the terms of this Policy.
- U. Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof. **Pollutants** also means any solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, molds, spores, fungi, bacteria, virus, organic pathogen, germs, chemicals and waste materials (including materials to be recycled, reconditioned or reclaimed). **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil product, medical waste, human or animal waste, infectious waste, asbestos or asbestos product, lead or lead product, noise, light, electric, magnetic or electromagnetic field and **Nuclear Materials**.
- V. Related Claims** mean all **Claims** that are based upon, arise from, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, or **Wrongful Acts**.



- W. Section 1 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.
- X. Section 2 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.
- Y. Section 3 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.
- Z. Subsidiary** means:
1. any entity with more than fifty percent (50%) of the outstanding securities, shares or equity ownership representing the right to control an entity as evidenced by the present right to elect, designate or appoint the majority directors, trustees, managers, members of the Board of Managers or equivalent positions which is owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**;
 2. any entity which the **Named Insured** has the present right, pursuant to written contract or the bylaws, charter, operating agreement or similar documents of such entity, to elect, designate or appoint the majority of the board of directors and maintain sole control of the management and operation of such entity;
 3. any charitable trust or charitable foundation while such entity is controlled by the **Named Insured**;
 4. any not for profit entity with the present right to elect, designate or appoint the majority directors, trustees, managers, members of the Board of Managers or equivalent positions of an entity which is owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**; or
 5. any organization added by endorsement specifically identified as a **Subsidiary**.
- AA. Wrongful Act** means, with respect to any **Section 1 Coverage Part**, what is defined as such in each **Coverage Part**.

III. LIMITS OF LIABILITY, SHARED LIMITS, SUBLIMITS OF LIABILITY, AND RETENTIONS

A. AGGREGATE LIMITS OF LIABILITY

1. The Aggregate Limit of Liability for each **Coverage Part**, as set forth in the Declarations to each **Coverage Part** of this Policy, is the maximum total amount the **Insurer** will be obligated to pay for all amounts payable under each such **Coverage Part**.
2. The Aggregate Limit of Liability for all **Section 1 Coverage Parts**, as set forth in ITEM VI. of the Declarations to this Policy, is the maximum total amount the **Insurer** will be obligated to pay for all amounts payable under all **Section 1 Coverage Parts**.
3. The payment by the **Insurer** of any amounts under any of the **Coverage Parts** will, unless otherwise specified, reduce the applicable Limits of Liability.



B. SHARED LIMITS OF LIABILITY

If the Aggregate Limit(s) of Liability for more than one **Section 1 Coverage Part** is selected to be a Shared Limit in ITEM VI. of the Declarations to this Policy, then with respect to such Shared **Section 1 Coverage Parts**:

1. the largest Aggregate Limit of Liability of any Shared **Section 1 Coverage Part** is the **Insurer's** maximum Limit of Liability available for all **Claims, Losses**, or other covered events under all such Shared Section 1 Coverage Parts, combined ("Shared Aggregate Limit of Liability"); provided, however, that any **Loss**, or other amounts paid under each **Coverage Part** will not exceed the Aggregate Limit of Liability set forth in ITEM VI. of the Declarations for such **Coverage Part**.
2. The Shared Aggregate Limit of Liability will be part of and not in addition to the Aggregate Limit of Liability for all **Section 1 Coverage Parts** as set forth in ITEM VI. of the Declarations.

C. LIABILITY UNDER MULTIPLE COVERAGE PARTS

1. Notwithstanding Section III.B. above, if the **Insurer** provides coverage in whole or in part for a **Claim, Loss**, or other covered event under more than one **Coverage Part**, then the largest Limit of Liability of any applicable **Coverage Part** is the **Insurer's** maximum Limit of Liability available for such covered **Claim, Loss** or other covered event; provided, however, that any **Loss**, or other amounts paid under each **Coverage Part** will not exceed the Aggregate Limit of Liability set forth in ITEM VI. of the Declarations for such **Coverage Part**.
2. In the event of any **Loss** covered under more than one **Coverage Part**, such **Loss** will be first covered under the Cyber **Coverage Part**, if applicable, subject to its terms, conditions and limitations. After the Cyber **Coverage Part's** applicable Limit of Liability is exhausted, any further **Loss** will then be covered under the Employment Practices Liability **Coverage Part**, if applicable, subject to its terms, conditions and limitations. After the Employment Practices Liability **Coverage Part's** applicable Limit of Liability is exhausted, any **Loss** otherwise covered under any other applicable **Coverage Part** which is not paid under the Cyber or Employment Practices Liability **Coverage Parts** will be covered under such other **Coverage Part**, subject to the terms, conditions and limitations of such **Coverage Part**.
3. Any payments made under the applicable **Coverage Part** will reduce the Aggregate Limit of Liability for that **Coverage Part** and the Aggregate Limit of Liability for the **Section 1 Coverage Parts**.

D. SUBLIMITS

Except as otherwise specified, any Sublimit of Liability set forth in any **Coverage Part** or by endorsement to this Policy will be part of, and not in addition to, the respective Aggregate Limit of Liability for that **Coverage Part**. Payment under any Sublimit of Liability will reduce the Aggregate Limit of Liability for the applicable Coverage Part, the Aggregate Limit of Liability for the Section **Coverage Parts**, and the Aggregate Limit of Liability for all **Coverage Parts**. No Retention will apply to any amount which is subject to a Sublimit of Liability, unless otherwise specifically indicated in the Declarations, the Policy and any endorsements thereto.



E. RETENTION

Any Retention applicable to any **Coverage Part** will apply as set forth in each **Coverage Part** and in the amount(s) stated in the Declarations of each **Coverage Part**. If different parts of a single **Claim** are subject to different Retentions, then the applicable Retentions applied to the total amount of **Loss** will not exceed the largest applicable Retention.

No Retention will apply to any **Loss** incurred by an **Insured Person** if such **Loss** cannot be indemnified by a **Company** because such **Company** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is unable to do so by reason of **Financial Impairment**.

The **Insurer's** liability will only apply to that part of each **Loss** which is in excess of the applicable Retention or **Waiting Period**, which Retention will be uninsured and borne by the **Named Insured**.

IV. NOTICE AND REPORTING

- A. With respect to any **Section 1 and Section 3 Coverage Part**, unless otherwise specified in a **Coverage Part**:
1. Notice of Claim: The **Insureds** will give to the **Insurer** written notice of any **Claim** made against an **Insured** as soon as practicable after a **Decisional Officer** of the **Company** first learns of such **Claim**, but in no event later than (a) ninety (90) days after expiration of the **Policy Period**, or (b) the expiration date of the **Extended Reporting Period**, if exercised. The failure of the **Insureds** to provide notice of a **Claim** as required by this Section IV.A. will not constitute a coverage defense with respect to such **Claim** unless the **Insurer** establishes it was prejudiced by such failure.
 2. Notice of Circumstances: If during the **Policy Period** the **Insured** first becomes aware of circumstances that could give rise to a **Claim** against the **Insured** and gives written notice of such circumstances to the **Insurer** during the **Policy Period**, any **Claims** subsequently arising from such circumstances will be deemed to have been first made against the **Insured** at the time the circumstance was reported to the **Insurer** during the **Policy Period**. However, any later **Claim** will only be deemed as first made at the time of the report of the circumstance, if the written notice to the **Insurer** sufficiently contains a full description of the circumstance, the nature of the specific conduct giving rise to the circumstance, the **Insureds** involved, the identity of the potential claimants, the nature of the relief which might be sought, and how the **Insured** first became aware of the circumstance. Except as otherwise provided in the Directors and Officers Liability **Coverage Part**, no coverage is afforded under any **Section 1 or Section 3 Coverage Parts** for any amounts incurred in connection with such circumstances prior to the time a **Claim** is actually made against the **Insured** and reported to the **Insurer** unless otherwise specified in a **Coverage Part**.
- B. With respect to any **Section 2 Coverage Part**, as a condition precedent to their rights under such **Coverage Part**, the **Insureds** will give to the **Insurer** written notice of any covered conduct or event pursuant to the applicable notice provision in such **Section 2 Coverage Part**.
- C. Except as otherwise provided in this Policy, all notices under any provision of this Policy will be in writing and given by prepaid express courier, certified mail, or email properly addressed to the appropriate party as set forth below in this Section.



- D. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in ITEM I. of the Declarations.
- E. Notice to the **Insurer** will be given to the address shown in ITEM IV. of the Declarations.
- F. Notice given as described above will be deemed to be received and effective upon receipt thereof by the addressee or in the case of courier, one day following the date such notice is sent, subject to sufficient proof of transmittal.

V. RELATED CLAIMS

With respect to the **Section 1 Coverage Parts**, all **Related Claims** shall be deemed a single **Claim** made on the date in which the earliest of such **Related Claims** was either first made or deemed to have been first made. The **Insurer** shall not be liable for **Loss** on account of any **Related Claim** first made or deemed to have been first made prior to the **Policy Period**.

VI. EXTENDED REPORTING PERIOD

With respect to the **Section 1 and Section 3 Coverage Parts**, unless otherwise specified in a **Coverage Part**:

- A. If this Policy is terminated, cancelled or non-renewed for a reason other than for failure to pay premium, or a **Change in Control** ("Termination of Coverage"), then an **Insured** will have the right to purchase an **Extended Reporting Period** for the Additional Period and Additional Premium set forth in ITEM III. of the Declarations to this Policy.
- B. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal will not constitute refusal to renew. This right to purchase an **Extended Reporting Period** will lapse unless written notice of election to purchase the **Extended Reporting Period**, together with payment of the applicable Additional Premium, is received by the **Company** within sixty (60) days after the effective date of the Termination of Coverage.
- C. If an **Extended Reporting Period** is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Claims**: (1) first made during such **Extended Reporting Period**, but only for **Wrongful Acts** that took place prior to the effective date of such Termination of Coverage; and (2) reported to the **Insurer** pursuant to Section IV. Notice and Reporting of this General Terms and Conditions. Any **Claim** meeting these criteria will be deemed to have been first made during the **Policy Period** immediately preceding the **Extended Reporting Period**.
- D. The entire premium for the **Extended Reporting Period** will be deemed fully earned at the inception of such **Extended Reporting Period**.
- E. The Aggregate Limit of Liability for the **Extended Reporting Period** is part of and not in addition to any maximum Aggregate Limit of Liability for the **Policy Period** immediately preceding the **Extended Reporting Period**. All other Limits, Sublimits and Aggregate Limits applicable to the **Coverage Parts** remain unchanged and apply to **Loss** as a result of all **Claims** first made during the **Policy Period** immediately preceding the **Extended Reporting Period** and during the **Extended Reporting Period**.
- F. In the event of a Termination of Coverage and upon request from an **Insured**, the **Insurer** will, in its sole discretion, provide a quote for Additional Periods other than as set forth in ITEM III., **Extended**



Reporting Period, of the Declarations to this Policy. Any such additional quote offered will be subject to such Additional Premium as the **Insurer** may require.

VII. DEFENSE

For **Section 1 Coverage Parts** as indicated in ITEM VI. of the Declarations to this Policy for each **Coverage Part**:

- A. where the **Insured** has selected that the **Insurer** has the Duty to Defend any **Claim**, even if the allegations are groundless, false or fraudulent, the **Insurer** will have the right to select defense counsel with respect to such **Claim**; provided, that the **Insurer** will not be obligated to defend or to continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Loss**; or
- B. where the **Insured** has selected the Non-Duty to Defend option, the **Insured** will self-defend any **Claims** against the **Insured**, unless otherwise specified in a **Coverage Part**. The **Insured** will have the obligation to proceed with defense and pay all **Defense Expenses** incurred.

VIII. ALLOCATION

- A. For any **Claim** under each **Coverage Part**, for which the **Insured** has elected the **Insurer** to have the Duty to Defend a **Claim**, that incurs covered **Loss** and uncovered **Loss** because such **Claim** includes covered and uncovered parties, or covered and uncovered matters, then the following will apply:
 - 1. one hundred percent (100%) of **Defense Expenses** incurred by such **Insured** will be considered covered **Loss**; and
 - 2. with respect to any **Loss** other than **Defense Expenses**, the **Insurer** will use its best efforts to determine an allocation between covered **Loss** and uncovered **Loss** based on the relative legal and financial exposures of the parties to such matters.
- B. For any **Claim** under each **Coverage Part** for which the **Insured** has elected Non-Duty to Defend option the **Insurer** will use its best efforts to determine an allocation between covered **Loss** and uncovered **Loss** based on the relative legal and financial exposures of the parties to such matters.
 - 1. Solely with respect to Non-Duty to Defend option, upon written request, the **Insurer** will advance **Defense Expenses** with respect to such **Claim** on a current basis after receipt by the **Insurer** of bills detailing such **Defense Expenses** and all other information requested by the **Insurer** until the Aggregate Limit of Liability for the applicable **Coverage Part** set forth in ITEM VI. of the Declarations has been exhausted. If there is no agreement on an allocation of such **Defense Expenses** pursuant to Section VIII. Allocation, the **Insurer** will advance such **Defense Expenses** which the **Insurer** believes to be covered until a different allocation is negotiated, arbitrated or judicially determined. If it is later determined that the **Insureds** were not entitled to coverage under this Policy for the **Claim**, or any part of the **Claim** for which **Defense Expenses** were paid by the **Insurer**, each of the **Insureds** will repay to the **Insurer** those amounts paid by the **Insurer** for, or on behalf of, such **Insured** for **Defense Expenses** for the uncovered part of the **Claim**.
 - 2. The **Insured** must obtain the approval of the **Insurer** as to the retention of defense counsel and the **Insurer** will have the right to effectively associate with defense counsel as to the defense of any **Claim**.



IX. COOPERATION AND CONSENT

- A. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** may reasonably require or request.
- B. The **Insured** will not agree to any settlement, stipulate to any judgment, incur any **Defense Expenses**, admit any liability, or assume any contractual obligation as to any **Claim**, without the **Insurer's** prior written consent, such consent not to be unreasonably withheld, provided that, unless otherwise stated in a particular **Section 1 Coverage Part**, the **Insured** may settle any **Claim**, without the **Insurer's** prior written consent, where the amount of such settlement, including **Defense Expenses**, does not exceed the applicable Retention.
- C. The **Insured** will not do anything that could prejudice the **Insurer's** position or its potential or actual rights of recovery.
- D. The **Insurer** has the right to investigate, conduct negotiations and, with the **Insured's** written consent settle a **Claim**.
- E. The **Insurer** will have the right, but will not be obligated to appeal any decision, judgment, award, adjudication, or determination with respect to any **Claim** covered in whole or in part by this Policy. If the **Insurer** decides to proceed with such appeal, the expense of appealing such judgment will be a part of **Defense Expenses**. If the **Insurer** does not decide to proceed with or consent to such appeal, the expense of the appeal will not be covered under the Policy and will be borne solely by the **Insured**.

X. OTHER INSURANCE

Solely with respect to any **Section 1 Coverage Part**, if any **Loss** resulting from any **Claim** is insured by any other valid and collectible insurance, including self-insurance, then this Policy will apply only as excess of the amounts of any deductibles, retentions and limits of liability of such other insurance or self-insurance, whether such other insurance or self-insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy.

XI. CHANGES IN EXPOSURE

A. Acquisition of Another Entity

If before or during the **Policy Period** a **Company** acquires voting rights in another entity such that the acquired entity becomes a **Subsidiary**, then coverage will be provided for such **Subsidiary** and its **Insureds** with respect to any:

1. **Section 1 Coverage Part**, solely for **Claims** for **Wrongful Acts** occurring after such acquisition; or
2. **Section 2 Coverage Part**, solely after the effective date of such acquisition subject to the Liability for Prior Losses section of such **Section 2 Coverage Part**.

B. Cessation of Subsidiaries

If before or during the **Policy Period** any **Company** ceases to be a **Subsidiary**, then with respect to any:



1. **Section 1 Coverage Part**, coverage for such **Subsidiary** and its **Insureds** will continue until termination of this Policy in accordance with Section XI.C. **Change of Control**, or Section XIII. Termination of Policy, whichever occurs first, but only for **Claims for Wrongful Acts** occurring while such **Company** was a **Subsidiary**; or
2. **Section 2 Coverage Part**, such **Subsidiary** and its **Insureds** will cease to be **Insureds** as of the effective date of such cessation and coverage under this Policy will apply as provided in such **Section 2 Coverage Part**.

C. Change of Control

With respect to any **Section 1 Coverage Part**:

In the event of a **Change of Control** of the **Named Insured** during the **Policy Period**:

1. any **Section 1 Coverage Part** will remain in force until the expiration of the **Policy Period**, but only for any **Claim** for a **Wrongful Act** which occurs prior to such **Change of Control**; provided that the **Extended Reporting Provision** in Section VI. will not apply to a **Change of Control**.
2. the entire premium for this Policy will be deemed fully earned as of the effective date of such **Change of Control**; and

If the **Named Insured** notifies the **Insurer** in writing at least sixty (60) days prior to the **Change of Control**, the **Named Insured** will be entitled to receive a quote for an extension of the **Section 1 Coverage Part** ("Run-Off Coverage") solely for **Claims for Wrongful Acts** which occurred prior to a **Change in Control**. Coverage offered pursuant to such quote will be subject to additional or different terms and conditions and payment of additional premium.

XII. SUBROGATION

- A. In the event of any payment under this Policy, the **Insurer** will be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery, the **Insureds** will take all reasonable actions to secure and preserve the **Insurer's** subrogation rights and the **Insureds** will not impair such rights.
- B. In no event will the **Insurer** exercise any subrogation right against an **Insured Person** acting within his or her capacity. In any subrogation action against a **Company**, it is agreed that each **Company** agrees to fulfill any indemnification obligations to the fullest extent permitted by law and any contract or agreement providing an indemnification obligation exceeding any such law.

Any amounts recovered by the **Insurer** pursuant to subrogation, contractual indemnity or any other forms of recoupment, less costs expended for the recovery, will be applied to and will replenish the available limit of liability of the applicable **Coverage Part** in the amount of such recovery.

XIII. TERMINATION OF POLICY

This Policy will terminate only at the earliest of the following events:



- A. upon receipt by the **Insurer** of written notice of termination from the **Named Insured**, provided that this Policy may not be terminated by the **Named Insured** after the effective date of any event described in Section IX.C. **Change of Control**;
- B. upon expiration of the **Policy Period** set forth in ITEM II. of the Declarations;
- C. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or
- D. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.

The **Insurer** will refund any unearned premium computed pro-rata if this Policy is terminated.

XIV. REPRESENTATIONS, SEVERABILITY, AND NON-RESCINDABILITY

- A. In granting coverage to the **Insureds** under this Policy, the **Insurer** has relied upon the declarations and statements in the **Application** for this Policy. Such declarations and statements are the basis of the coverage under this Policy and will be considered as incorporated into and constituting a part of this Policy.
- B. The **Application** for coverage will be construed as a separate **Application** for coverage by each **Insured Person**. With respect to the declarations and statements in such **Application**, no knowledge possessed by an **Insured Person** will be imputed to any other **Insured Person**.
- C. With regard to the **Section 1** and **Section 3 Coverage Parts** and notwithstanding Section XIV.A. above, in the event the **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this Policy, no coverage will be afforded for **Loss** in connection with any **Claim**:
 - 1. against an **Insured Person** based upon or arising from such misrepresentations or omissions if that **Insured Person** as of the effective date of the **Application** had actual knowledge of such misrepresentations or omissions; or
 - 2. against any **Company** if the **Named Insured's** past or present Chief Executive Officer, Chief Financial Officer or such functionally equivalent positions of the **Named Insured** had actual knowledge of such misrepresentations or omissions as of the effective date of the **Application**, whether or not such individual knew such **Application** contained such misrepresentations.
- D. With regards to the Crime coverage part and notwithstanding Section XIV.A. above, in the event the **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this Policy, no coverage will be afforded for loss of or damage to **Money, Securities** or **Property**.
- E. The **Insurer** will not be entitled under any circumstances to void or rescind this Policy with respect to any **Insured**.



XV. BANKRUPTCY

Bankruptcy or **Financial Insolvency** of an **Insured** will not relieve the **Insurer** of its obligations nor deprive the **Company** of its rights or defenses under this Policy.

XVI. ACTION AGAINST THE INSURER

No action may be instituted against the **Insurer** unless, as a condition precedent thereto, there will have been full compliance by the **Insured** with all the terms of this Policy. No person or entity will have any right under this Policy to join or implead the **Insurer** as a party to any action against any **Insured** to determine such **Insured's** liability.

XVII. ROLE OF NAMED INSURED

By acceptance of this Policy, the **Named Insured** agrees that it will be considered the sole agent of, and will act on behalf of, each **Insured** with respect to:

- A. the payment of premiums and the receiving of any return premiums;
- B. the negotiation, agreement to and acceptance of endorsements; and
- C. the giving or receiving of any notice provided for in this Policy.

Each **Insured** agrees that the **Named Insured** will act on his, her or its behalf with respect to all such matters.

XVIII. STATE AMENDATORY INCONSISTENCY STATEMENT

In the event that there is an inconsistency between the terms and conditions of this Policy and any state amendatory endorsement, where permitted by law, the **Insurer** will apply the terms and conditions that are most favorable for the **Insured**.

XIX. ALTERATION AND ASSIGNMENT

Any change in or modification of this Policy or assignment of interest under this Policy must be agreed to in writing by the **Insurer**.

XX. TERRITORY AND VALUATION

Coverage will apply worldwide. This Policy does not provide coverage for any **Insured**, transaction, that part of **Loss**, or other similar cost or expense that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

All premiums, limits, retentions, **Loss**, and other amounts under this Policy are expressed and payable in the currency of the United States of America. If any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy will be made in United States of America dollars at the exchange rate published in *The Wall Street Journal* on the date the element of **Loss** is due.



XXI. ENTIRE AGREEMENT

By acceptance of this Policy, the **Insureds** and the **Insurer** agree that this Policy, including the **Application** and any written amendments and endorsements attached hereto, constitute the entire agreement between the parties. References in this Policy, including any amendments or endorsements hereto, apply only to the extent that the **Insured** has purchased the relevant coverages, as indicated by a Limit or Sublimit set forth on the Declarations, or by endorsement to this Policy.



PURSUANT TO THE DEFINITIONS SET OUT IN THIS POLICY, WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING. THE DESCRIPTIONS IN THE HEADINGS AND SUBHEADINGS OF THIS POLICY ARE SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE A PART OF THE TERMS AND CONDITIONS OF COVERAGE.

In consideration of payment of the premium and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Policy and this Coverage Part, the Insurer and the Insureds agree as follows:

I. INSURING CLAUSES

A. INSURING CLAUSE (A): INDIVIDUAL NON-INDEMNIFIED LIABILITY COVERAGE

The **Insurer** will pay, on behalf of an **Insured Person**, **Loss** on account of a **Claim** first made against the **Insured Person** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the Insurer in accordance with the General Terms and Conditions of this policy, to the extent that such **Loss** is not indemnified by the **Company**.

B. INSURING CLAUSE (B): COMPANY REIMBURSEMENT COVERAGE

The **Insurer** will pay, on behalf of the **Company**, **Loss** on account of a **Claim** first made against an **Insured Person** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the Insurer in accordance with the General Terms and Conditions of this policy, to the extent such **Company** indemnifies the **Insured Person** for such **Loss** as permitted or required by law.

C. INSURING CLAUSE (C): COMPANY LIABILITY COVERAGE

The **Insurer** will pay, on behalf of the **Company**, **Loss** on account of a **Claim** first made against the **Company** during the **Policy Period**, or the **Extended Reporting Period** if applicable and reported to the **Insurer** in accordance with the General Terms & Conditions of this Policy.

D. INSURING CLAUSE (D): ADDITIONAL LIMIT OF LIABILITY DEDICATED FOR EXECUTIVES

Only if selected in ITEM VI.B. of the Declarations, the **Insurer** will provide the following:

1. Notwithstanding anything in this Policy to the contrary, the Additional Limit of Liability Dedicated for Executives, if purchased as set forth in ITEM VI.B. of the Declarations, will be an additional Limit of Liability in an amount not to exceed the amount designated in ITEM VI.B. of the Declarations.
2. The Additional Limit of Liability Dedicated for Executives is available solely for **Loss** resulting from any **Claim** against any **Executive** covered under Insuring Clause (A).
3. The Additional Limit of Liability Dedicated for Executives will apply only after the Aggregate Limit of Liability for this Coverage Part has been exhausted and will be excess of any insurance available that is specifically excess to this Coverage Part, and such excess insurance must be completely exhausted by payment of Loss thereunder, before the Insurer will have any obligation to make any payment on account of the Additional Limit of Liability Dedicated for Executives.



II. OPTIONAL COVERAGES

A. ANTITRUST CLAIM

Only if selected in ITEM VI.B. of the Declarations, the **Insurer** will pay on behalf of a **Company**, up to the **Antitrust Claim** Sublimit and subject to the **Antitrust Claim** Retention stated in ITEM VI.B. of the Declarations, **Loss** on account of an **Antitrust Claim** first made against the **Company** during the **Policy Period**, and reported to the Insurer in accordance with the General Terms and Conditions of this Policy. Any amounts the **Insurer** pays will be a part of, and not in addition to, the Directors and Officers Liability Aggregate Limit set forth in ITEM VI.B. of the Declarations.

If not selected in ITEM VI.B. of the Declarations, the **Insurer** will not be liable for **Loss** on account of any **Antitrust Claim**.

Solely with respect to this Optional Coverage for **Antitrust Claims**, the following Definitions will apply:

Antitrust Claim means a **Claim** based upon, arising from or in consequence of a violation of **Antitrust Law**.

Antitrust Law means: any United States law, rule, regulation, or ordinance, or any **Equivalent Law** that governs competition, monopolistic practices, unfair trade practices or price fixing, including but not limited to the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936, the Cellar-Kefauver Act of 1950, the Federal Trade Commission Act of 1914, or any law that governs, regulates, or prohibits horizontal or other price fixing of wages, hours, salaries, compensation, benefits or any other terms and conditions of employment.

B. EXCESS BENEFIT TRANSACTION TAX

Only if selected in ITEM VI.B. of the Declarations, the **Insurer** will pay on behalf of an **Insured**, up to the Sublimit stated in ITEM VI.B. of the Declarations, subject to the Aggregate Limit of Liability set forth in ITEM VI.B. of the Declarations, for **Excess Benefit Transaction Tax** which is first assessed against the **Insured** during the **Policy Period**, and reported to the Insurer in accordance with the General Terms and Conditions of this policy.

Any amounts the **Insurer** pays will be a part of, and not in addition to, the Directors and Officers Limit of Liability.

Solely with respect to this Optional Coverage for **Excess Benefit Transaction Tax**, **Loss** will also include **Excess Benefit Transaction Tax**.

Excess Benefit Transaction Tax means those taxes imposed by the Internal Revenue Service, pursuant to Section 4958 (a)(2) of the Internal Revenue Code, upon an **Insured Person** who is an "organization manager" as a result of such **Insured Person's** participation in an "excess benefit transaction", but not including the 25% excise tax assessed against any "disqualified person" or the 200% tax assessed for failure to correct an "excise benefit transaction", as set forth in Section 4958 of the Internal Revenue Code.



C. PRE-CLAIM EXPENSE

Only if selected in ITEM VI.B. of the Declarations in the event a matter that was previously noticed to the **Insurer** as a notice of circumstance later gives rise to a covered **Claim**, then the **Pre-Claim Expense** a **Company** has incurred and paid will be credited up to the lesser of \$25,000 or 10% of the Retention for such **Claim**, subject to the Sublimit stated in ITEM VI.B. of the Declarations and the Aggregate Limit of Liability set forth in ITEM VI.B. of the Declarations.

Solely with respect to this Optional Coverage for **Pre-Claim Expense**, the following Definitions will apply:

Pre-Claim Expense means the reasonable and necessary fees, costs, and expenses incurred by an **Insured** in investigating, reviewing, analyzing, evaluating and preparing a course of action or remediation for a noticed potential **Claim**, on or after the date the **Insurer** accepts the notice as a notice of circumstance and prior to the date a **Claim** is asserted against the **Insured** based on and arising from the matter noticed as a notice of circumstance pursuant to Section IV.A. of the General Terms and Conditions. **Pre-Claim Expense** will not include wages, fees or benefit expenses associated with any **Insured**, **Investigation Expense** or any fees, costs, or expenses incurred by an **Insured** as a result of any examination or anti-bribery investigation, examination, or request. The **Insurer** will have the right to determine the reasonableness, necessity, and allocation of the **Pre-Claim Expense** (including the right to apply any applicable **Claim** exclusions to the **Pre-Claim Expense**).

D. REPUTATION EXPENSE

Only if selected in ITEM VI.B. of the Declarations, the **Insurer** will pay on behalf of a **Company**, up to the Sublimit stated in ITEM VI.B. of the Declarations, subject to the Aggregate Limit of Liability set forth in ITEM VI.B. of the Declarations, for **Reputation Expense** resulting from the **Reputation Risk Event** that first commences during the **Policy Period** stated in ITEM VI.B. of the Declarations and is reported to the Insurer in accordance with the General Terms and Conditions of this Policy.

No Retention will apply to any payment for **Reputation Expense**, and any amounts the **Insurer** pays will be a part of, and not in addition to, the Limit of Liability.

The **Insureds** will, as a condition precedent to Coverage for **Reputation Expense**, give the **Insurer** notice in writing of any **Reputational Risk Event** as soon as practicable after an **Executive** of the **Company** first learns of such **Reputational Risk Event** but in no event later than sixty (60) days after the **Reputational Risk Event** first occurs.

Solely with respect to this Optional Coverage for **Reputation Expense**, the following Definitions will apply:

Reputation Expense means the following reasonable and necessary fees, costs, and expenses incurred in connection with a **Reputation Risk Event** incurred after notice was provided to the **Insurer** and within sixty (60) days from the date of the **Reputation Risk Event**:

1. a risk management, public relations, or law firm the **Insured** retains with the **Insurer's** prior written consent to advise the **Insured** on minimizing potential harm to a **Company**, including maintaining and restoring public confidence in such **Company**; and



2. the printing, advertising, or mailing of materials in the performance of the services described in paragraph 1 above.

Reputation Expense will not include compensation, severance, salary, wages, fees, benefits, overhead, charges, or expenses of any **Insured**, any expenses incurred prior to any notice submitted to the **Insurer**, or any expenses incurred after one hundred eighty (180) days from the date the **Reputation Risk Event** was noticed to us.

Reputation Risk Event means the public announcement of one of the following events which, in the good faith opinion of a **Company**, did cause or which can reasonably be expected to lessen public confidence in the competence of such **Company** or its goods, products, and/or services, provided that the public announcement was received or circulated in the **Company's** geographic area:

1. the death, incapacity, or criminal indictment of any **Executive**;
2. a **Company** intends to file for bankruptcy protection or a third party is seeking to file for involuntary bankruptcy on its behalf, a **Company** has defaulted or intends to default on any debt obligation, or the closing or forced sale of a department/unit/division of a **Company**;
3. the commencement or threat of litigation or other proceedings by any governmental or regulatory agency against a **Company**;
4. an accusation that an **Insured Person** has while in performance of his or her duties with the **Company**, caused bodily injury to or the death of any person;
5. an **Employee** of a **Company** was the victim of a violent crime while on the premises of such **Company**; or
6. a child was assaulted, abducted or kidnapped while under the care or supervision of a **Company**.

III. DEFINITIONS

For purposes of this **Coverage Part**:

A. Claim means any:

1. Written demand (excluding a subpoena) for monetary, non-monetary, injunctive or declaratory relief including a written request for arbitration, mediation, or other alternative dispute resolution, **Extradition**, or request to toll or waive a statute of limitations;
2. Civil or criminal proceeding commenced by the earlier of:
 - a. the return of service of a complaint or indictment upon an **Insured**; or
 - b. the filing of an indictment upon an **Insured**; or
 - c. the arrest or detainment of an **Insured**;



3. A formal administrative or regulatory proceeding evidenced by a formal notice of charges or a formal notice of investigation;

Against such **Insured** for a **Wrongful Act**, including any appeal therefrom.

- B. Employed Lawyer** means any person admitted to practice law who was, is, or becomes employed during the **Policy Period** by a **Company**.

- C. Employee** means any:

1. natural person whose labor or service is, was or will be engaged and directed by a **Company**, including a part-time, seasonal, leased and temporary employee, intern or volunteer; or
2. **Employed Lawyer**.

Employee will not include any **Executive** or **Independent Contractor**.

- D. Executive** means any natural person who is, was or will be:

1. a duly elected or appointed director, trustee (excluding a bankruptcy or litigation trustee), member of the Advisory Board, officer, governor, or duly constituted committee member of a **Company**;
2. in-house general counsel, of any **Company** incorporated in the United States of America;
3. a holder of an equivalent position to those described in paragraphs 1. and 2. above in any **Company** incorporated, formed or organized anywhere in the world.

Executive does not include any **Employee** or **Independent Contractor**.

- E. Extradition** means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation, or the execution of a warrant for the arrest of an **Insured Person** where such execution is an element of **Extradition**.

- F. Insured Person** means any **Executive** or **Employee** of a **Company** acting either in his or her capacity as such or in an **Outside Capacity**.

- G. Loss** means the amount an **Insured** becomes legally obligated to pay as a result of a **Claim** including compensatory damages, settlements, judgments, pre-judgment and post-judgment interest, claimants' attorney fees and costs attributable to the covered portion of a settlement or imposed as a result of a covered judgment and **Defense Expenses**.

Loss will also include:

1. punitive, exemplary, or multiplied damages if such are insurable under the law in the jurisdiction which is most favorable to the **Insured**, provided that such jurisdiction has a substantial relationship to the **Insured**, the **Insurer** or to the **Claim** giving rise to such **Loss**; or



2. civil fines or penalties assessed against an **Insured Person** for an unintentional and non-willful violation of law that are insurable under the law to which this Policy is construed, including civil fines or penalties assessed pursuant to 15 U.S.C. §78dd-2(g)(2)(B) (the Foreign Corrupt Practices Act), if and to the extent such fines or penalties are insurable under the law of the jurisdiction in which such fines or penalties are assessed.

Loss does not include any:

1. cost of compliance with any order for, grant of or agreement to provide non-monetary relief, including injunctive relief;
2. amount uninsurable under the law pursuant to which this Coverage Part is construed;
3. fines, penalties or taxes, except as provided in paragraphs 1. and 2. of **Loss** Definition above;
4. cost incurred in cleaning-up, removing, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring **Pollutants**;
5. amount owed under any contract or agreement (including any employment, **Independent Contractor**, ownership, joint venture, or partnership, contract or agreement);
6. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement, or court order; or
7. compensation, severance, salary, wages, fees, benefits, overhead, charges, or expenses of any **insured**.

H. Outside Capacity means service by an **Insured Person** in an **Outside Company** as any:

1. director or officer;
2. manager or member of the Board of Managers;
3. trustee, regent, governor; or
4. equivalent executive position of any of the foregoing, but solely during the time that such service is with the specific written request or direction of a **Company**.

I. Outside Company means:

1. any non-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), 501(c)(7) or 501(c)(10) of the Internal Revenue Code of 1986, as amended, or any other entity organized for a religious or charitable purpose under any nonprofit Company act or statute; or
2. any other entity specifically added as an **Outside Company** by written endorsement attached to this **Coverage Part**, that is not a **Company**.



- J. **Personal Injury Wrongful Act** means any wrongful entry or eviction, or other invasion of the right of private occupancy; false arrest or false imprisonment; or malicious prosecution, malicious use or abuse of process.
- K. **Publisher Injury Wrongful Act** means libel, slander, defamation, plagiarism, misappropriation of ideas, infringement of copyright, title, slogan, logo, trademark, tradename, trade dress, service mark, or service name.
- L. **Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty, **Personal Injury Wrongful Act** or **Publisher Wrongful Act** committed, attempted, or allegedly committed or attempted by any **Insured Person**, under Insuring Clauses (A) and (B), or by any **Company** under Insuring Clause (C).

IV. EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

The **Insurer** will not be liable for **Loss** on account of any **Claim**:

- A. based upon, arising from or in consequence of any fact, circumstance, situation, transaction, event, investigation or **Wrongful Act** that, before the inception date set forth in ITEM VI.B. **Policy Period** of the Declarations, was the subject of any notice submitted under any policy or coverage part of which this **Coverage Part** is a direct or indirect renewal or replacement.
- B. based upon, arising from or in consequence of any written demand, **Claim**, investigation, or other proceeding pending against any **Insured**, or order, decree or judgment entered for or against any **Insured**, on or prior to the applicable Pending or Prior Date set forth in ITEM VI.B. of the Declarations, or the same or similar facts, circumstances or situations underlying or alleged therein.
- C. for bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed, provided that this Exclusion C. will not apply to **Loss**:
 - 1. for a **Claim** under Insuring Clause (A); or
 - 2. for **Defense Expenses** incurred by an **Executive** in the defense of a **Claim** for any actual or alleged violation of a corporate manslaughter statute by such **Executive**.
- D. based upon, arising from or in consequence of any actual, or threat of, discharge, emission, release, dispersal, escape of, or treatment, removal or disposal of any **Pollutants**, including any regulation, order, direction, or request to test, monitor, clean up, remove contain, treat or detoxify or neutralize any **Pollutants**; provided that this exclusion will not apply to **Loss** for a **Claim** under Insuring Clause (A).
- E. for any actual or alleged violation of the responsibilities, obligations or duties imposed by **ERISA**.
- F. for any **Claim**:
 - 1. brought by a **Company** against any other **Company**;



2. brought by a **Company** against an **Insured Person** of such **Company**, provided that this paragraph 2. will not apply to any **Claim** brought:
 - a. outside the United States of America or Canada; or
 - b. in the event of **Financial Insolvency** of a **Company**; or
 3. brought by an **Insured Person** in any capacity against an **Insured**, except with respect to a **Claim**:
 - a. brought by an **Employee**, other than an **Executive**, in his or her capacity as a shareholder of a **Company**;
 - b. for contribution or indemnity arising from another **Claim** otherwise covered under this Policy;
 - c. brought by an **Executive** who has ceased serving in his or her capacity as an **Executive** for at least one (1) year; or
 - d. brought by a whistleblower pursuant to any federal, state, local or foreign law against an **Insured Person**.
- G. for a **Wrongful Act** by an **Insured Person** while serving in an **Outside Capacity** where such **Claim** is brought:
1. by an **Outside Entity** against an **Insured Person** who is acting in his or her **Outside Capacity** in such **Outside Entity** at the time such **Claim** is first made; or
 2. by a director, officer, trustee, governor or equivalent position of the **Outside Entity** in any capacity against an **Insured**, except with respect to a **Claim** for contribution or indemnity arising from another **Claim** otherwise covered under this Policy.
- H. based upon, arising out of or in consequence of:
1. any deliberately fraudulent act or omission, deliberate criminal act or omission, or any willful violation of any law, statute or regulation, committed by an **Insured**; or
 2. an **Insured** gaining any personal financial profit, remuneration or financial advantage to which such **Insured** was not legally entitled;
- provided such conduct is established by a final non-appealable adjudication (excluding a declaratory action or proceeding by, or against the **Insurer**) in the underlying action.
- For purposes of determining the applicability of this Exclusion H., the **Wrongful Act**, knowledge of, or facts pertaining to any **Insured Person** will not be imputed to any other **Insured Person** and only the **Wrongful Acts**, knowledge of or facts pertaining to the past or present chief executive officer or chief financial officer or functionally equivalent position of the **Named Insured** will be imputed to a **Company**.
- I. based on, arising from or in consequence of any actual or alleged violations of any federal, state, local or foreign laws regulating wage and hour practices such as unpaid wages, unreimbursed expenses, improper payroll deductions, improper employee classification, failure to maintain to provide accurate



time records, failure to grant meal and rest periods, whether statutory or common law, including without limitation, the Fair Labor Standards Act or **Equivalent Law**, including any amendments thereto. Notwithstanding anything in this Policy to the contrary it will be the duty of the **Insureds** and not the duty of the **Insurer** to defend any **Claim** which is in part excluded from coverage pursuant to this exclusion.

- J. based upon, arising from or in consequence of any discrimination against, or sexual or other harassment of any third party.
- K. based upon, arising from or in consequence of any actual or alleged employment-related **Wrongful Act**.

V. EXCLUSIONS APPLICABLE TO INSURING CLAUSE (C), ENTITY LIABILITY COVERAGE, ONLY

The **Insurer** will not be liable for **Loss** on account of any **Claim** against the **Company**:

- A. based upon, arising from or in consequence of any actual or alleged liability in connection with any oral or written contract or agreement to which the **Company** is a party; provided that this Exclusion V.A. will not apply to:
 - 1. **Defense Expenses**; or
 - 2. the extent that such **Company** would have been liable in the absence of such contract or agreement.
- B. based on, arising from or in consequence of any actual or alleged misappropriation, violation or infringement of ideas, confidential information, trade secrets or patent.
- C. based on, arising from or in consequence of any actual or alleged violation of the Telephone Consumer Protection Act (TCPA) or **Equivalent Law**, including any amendment of or addition to such law.

VI. CONDITIONS

A. INDEMNIFICATION

It is agreed that a **Company** will indemnify an **Insured Person** to the fullest extent permitted by law.

B. PRIORITY OF PAYMENTS

The coverage under this **Coverage Part** is intended principally to benefit the **Insured Person**. In the event that **Loss** under the Insuring Clause (A), and any other insuring clause or Optional Coverages are due simultaneously, we will first pay **Loss** on behalf of an **Insured Person** that an **Insured Company** fails or refuses to pay, advance or indemnify due to **Financial Insolvency** or because such indemnification is not permitted by law. In all other instances we will pay **Loss** as it becomes due.



C. OTHER INSURANCE

1. Any coverage afforded under this **Coverage Part** for a **Claim** in connection with an **Insured Person** serving in an **Outside Capacity** for an **Outside Company** will be excess of any indemnity (other than any indemnity provided by a **Company**) or insurance available to such **Insured Person** by reason of serving in such **Outside Capacity**.
2. If any **Claim** made against an **Insured Person** serving in an **Outside Capacity** gives rise to coverage both under this **Coverage Part** and under any other coverage part or policy issued by the **Insurer** or any of its subsidiaries or affiliates to any other entity, then any payment under such other **Coverage Part** or policy will reduce any applicable **Limit of Liability** under this **Coverage Part** by the amount of such payment.
3. This **Coverage Part** will apply on a primary basis with respect to any personal umbrella or other personal directorship liability policy available to an **Insured Person**.



PURSUANT TO THE DEFINITIONS SET OUT IN THIS POLICY, WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING. THE DESCRIPTIONS IN THE HEADINGS AND SUBHEADINGS OF THIS POLICY ARE SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE A PART OF THE TERMS AND CONDITIONS OF COVERAGE.

In consideration of payment of the premium and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Policy and this Coverage Part, the Insurer and the Insureds agree as follows:

I. **INSURING CLAUSES**

A. **INSURING CLAUSE (A): EMPLOYMENT PRACTICES LIABILITY COVERAGE**

The Insurer will pay, on behalf of the Insured, all Loss for which the Insured becomes legally obligated to pay on account of any **Employment Practices Claim** first made against an Insured during the **Policy Period**, or during the **Extended Reporting Period**, if applicable, and reported to the Insurer in accordance with Section IV.A. of the General Terms and Conditions to this Policy, for an **Employment Practices Wrongful Act**, by the Insureds or by any entity or natural person for whose **Employment Practices Wrongful Acts** the Insured is legally liable.

B. **INSURING CLAUSE (B): THIRD PARTY LIABILITY COVERAGE**

The Insurer will pay, on behalf of the Insured, all Loss for which the Insured becomes legally obligated to pay on account of any **Third Party Claim** first made against the Insured during the **Policy Period**, or during the **Extended Reporting Period**, if applicable, and reported to the Insurer in accordance with Section IV.A. of the General Terms and Conditions to this Policy, for a **Third Party Wrongful Act** by the Insureds or by any entity or natural person for whose **Third Party Wrongful Acts** the Insured is legally liable.

C. **ADDITIONAL DEFENSE EXPENSE FOR EMPLOYMENT PRACTICES LIABILITY**

Only if the Additional Defense Expense Limit of Liability is selected in ITEM VI.C. of the Declarations, the Insurer will provide an Additional Limit of Liability for **Defense Expenses** for a **Claim** covered under Section I.A. and I.B. of this **Coverage Part**, up to the Limit of Liability set forth in the Declarations. This Additional Defense Expense Limit of Liability will be in addition to and not part of the Aggregate Limit of Liability for Section I.A. and I.B. Insuring Clauses, and in addition to and not part of the Aggregate Limit of Liability for all **Section 1 Coverage Parts** set forth in ITEM VI. of the Declarations; provided, that this Additional Defense Expense Limit of Liability will attach only after the exhaustion of the Aggregate Limit of Liability, and any amounts payable under any other insurance policies that are specifically written as excess of, this **Coverage Part**.

II. **OPTIONAL COVERAGES**

A. **CRISIS EXPENSE**

Only if selected on ITEM VI.C. of the Declarations, the Insurer will pay on behalf of a **Company**, up to the Sublimit stated in ITEM VI.C. Declarations and subject to the Aggregate Limit of Liability set forth in



ITEM VI.C. of the Declarations, for **Crisis Expense** resulting from a **Crisis Event** that first commences during the **Policy Period**.

No Retention will apply to any payment for **Crisis Expense**, and any amounts the **Insurer** pays will be a part of, and not in addition to the Employment Practices Liability Aggregate Limit of Liability.

The **Insured** will, as a condition precedent to coverage provided by this Optional Coverage, give the **Insurer** notice in writing of any **Crisis Event** as soon as practicable after a **Decisional Officer** of the **Company** first learns of such **Crisis Event**, but in no event later than sixty (60) days after the **Crisis Event** first occurs.

Solely with respect to this Optional Coverage for **Crisis Expenses** the following Definitions will apply:

Crisis Event means:

1. the public announcement in the media of allegations of **Harassment** by an **Executive**; or
2. a **Company's** receipt of notice from a civil rights organization, public interest group, or similar group either investigating or distributing literature alleging **Discrimination** or **Harassment** by the **Insured**.

Crisis Expense means the reasonable and necessary fees, costs and expenses that are incurred by the **Insured** to minimize potential economic harm in response to a **Crisis Event**. Such **Crisis Expense** only includes fees, costs and expenses to:

1. retain a risk management, public relations, or law firm the **Insured** retains with the **Insurer's** prior written consent to advise the **Insured**; or
2. manage press coverage, publicity and press relationships, including reasonable and necessary expenses for printing, advertising, mailing of materials and for travel by **Executives**.

Crisis Expenses shall require prior written approval by the **Insurer**.

Crisis Expense does not include compensation, severance, salary, wages, fees, benefits, overhead charges, any expenses incurred prior to any notice submitted to us, or any expenses incurred after one hundred and eighty (180) days from the date the **Crisis Event** was noticed to the **Insurer**.

B. WAGE AND HOUR DEFENSE EXPENSES

Only if selected in ITEM VI.C. of the Declarations, the **Insurer** will pay on behalf of the **Company**, up to the Sublimit stated in ITEM VI.C. of the Declarations, and subject to the Wage and Hour Retention and the Aggregate Limit of Liability set forth in ITEM VI.C. of the Declarations, for Wage and Hour **Defense Expenses** resulting from a **Claim** alleging **Wage and Hour Violation** first made during the **Policy Period**, or during the **Extended Reporting Period**, if applicable, and reported to the **Insurer** in accordance with the General Terms and Conditions of this Policy; provided that the **Insurer** will not be liable to make any payment, other than **Defense Expenses**, resulting from **Wage and Hour Violations**.

In order for this Optional Coverage to apply, the **Insurer** must first approve defense counsel prior to the **Insured** incurring any Wage and Hour **Defense Expenses**. Any amounts the **Insurer** pays for



Wage and Hour **Defense Expenses** will be a part of, and not in addition to the Employment Practices Liability Aggregate Limit of Liability.

C. WORKPLACE VIOLENCE EXPENSE

Only if selected in ITEM VI.C. of the Declarations, the **Insurer** will pay on behalf of a **Company**, up to the Sublimit stated in ITEM VI.C. of the Declarations and, subject to the Aggregate Limit of Liability set forth in ITEM VI.C. of the Declarations, for **Workplace Violence Expenses** resulting from all **Workplace Violence Acts** that first commence during the **Policy Period**, provided that the **Insurer** will not be liable to make any payment pursuant to this Optional Coverage for **Workplace Violence Expense** for:

1. **Loss** in connection with any **Claim** based upon or arising from **Workplace Violence Act**;
2. any **Workplace Violence Expense** resulting from any **Workplace Violence Act** which:
 - a. takes place in or at any location other than your workplace;
 - b. is based upon or arises out of declared or undeclared war, civil war, insurrection, civil commotion, insurrection, rebellion, revolution, military action, invasion, riot, government intervention, expropriation or nationalization; or
 - c. is based upon or arises out of the use or threat of force or violence occurring for the purpose of demanding money, securities or property.

No Retention will apply to any payment made for **Workplace Violence Expense**, and any amounts the **Insurer** pays will be a part of, and not in addition to, the Employment Practices Liability Aggregate Limit of Liability.

The **Insured** will, as a condition precedent to coverage provided by this Optional Coverage, give the **Insurer** notice in writing of any **Workplace Violence Act** as soon as practicable after a **Decisional Officer** of the **Company** first learns of such **Workplace Violence Act**, but in no event later than thirty (30) days after the **Workplace Violence Act** occurs.

Solely with respect to this Optional Coverage for **Workplace Violence Expense**, the following Definitions will apply:

Workplace Violence Act means any actual, alleged or threatened, intentional or unlawful deadly force or physical violence by use of a lethal weapon which:

1. occurs on or in the **Company's** workplace; and
2. causes, or could cause, bodily injury or death to an **Insured Person**.

Workplace Violence Expense means only the reasonable and necessary fees and expenses enumerated below and incurred by a **Company** in connection with a **Workplace Violence Act** for:

1. an independent security consultant for the first ninety (90) days after the **Workplace Violence Act** occurred;



2. an independent public relations consultant for the first ninety (90) days after the **Workplace Violence Act** occurred;
3. a counseling seminar for all employees of the insured entity conducted by an independent consultant within the first ninety (90) after the **Workplace Violence Act** occurred;
4. an independent security guard service for the first fifteen (15) days after the **Workplace Violence Act** occurred; or
5. an independent forensic analyst for the first ninety (90) days after the **Workplace Violence Act** occurred.

III. DEFINITIONS

- A. **Antitrust Law** means: any United States law, rule, regulation, or ordinance, or any **Equivalent Law** that governs competition, monopolistic practices, unfair trade practices or price fixing, including but not limited to the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936, the Cellar-Kefauver Act of 1950, the Federal Trade Commission Act of 1914, or any law that governs, regulates, or prohibits horizontal or other price fixing of wages, hours, salaries, compensation, benefits or any other terms and conditions of employment.
- B. **Benefits** means perquisites, fringe benefits, deferred compensation or payments (including insurance premiums) in connection with an employee benefit plan, and any other payment to or for the benefit of an **Employee** arising out of the employment relationship. **Benefits** do not include wages, salary, commissions, bonuses, cash incentive compensation or similar non-deferred compensation.
- C. **Breach** means an intentional unauthorized access, intrusion, or control over an **Insured's** computer system or network by a third party for some illicit purpose.
- D. **Claim** means an **Employment Practices Claim** or a **Third Party Claim**. Unless specifically stated elsewhere in this **Coverage Part**, a **Claim** will be deemed first made on the earliest of the date on which the **Claim** is served upon, or first received by, any **Insured**.
- E. **Discrimination** means any actual or alleged violation of any United States law or common law which prohibits discrimination.
- F. **Employee** means any:
 1. natural person whose labor or service is, was or will be engaged and directed by a **Company**, including a full-time, part-time, seasonal, leased and temporary employee, intern or volunteer; or
 2. **Independent Contractor**, only if the **Company** agrees to indemnify in writing such **Independent Contractor**.
- G. **Employment Practices Claim** means:
 1. written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief, including a request to toll or waive a statute of limitations;



2. written request for arbitration, mediation, or other alternative dispute resolution; or
3. civil, administrative, or regulatory proceeding (excluding an audit), including a proceeding before the Equal Employment Opportunity Commission or a similar state or local governmental body, or by the Office of Federal Contract Compliance Programs

by or on behalf of an **Executive, Employee, or Third Party**, in their capacity as such, against an **Insured** for an **Employment Practices Wrongful Act**.

H. Employment Practices Wrongful Act means any actual or alleged:

1. breach of any express or implied employment contract;
2. **Discrimination**;
3. **Retaliation**;
4. **Harassment**;
5. **Workplace Tort**; or
6. **Wrongful Employment Decision**

committed, attempted or allegedly committed or attempted by an **Insured** in such capacity.

I. Executive means any natural person who is, was or will be:

1. a duly elected or appointed director, officer, trustee (excluding a bankruptcy or litigation trustee), member of the Advisory Board, member of the Board of Managers;
2. in-house general counsel of any **Company** incorporated in the United States of America; or
3. a holder of an equivalent position to those described in paragraphs 1. and 2. of the **Executive** definition above in any **Company** incorporated, formed or organized anywhere in the world.

Executive does not include any **Employee** or **Independent Contractor**.

J. Harassment means any actual or alleged sexual harassment or other unlawful harassment, including bullying, quid pro quo sexual harassment or hostile work environment.

K. Insured Person means any **Executive** or **Employee** of a **Company** acting in his or her capacity as such.

L. Invasion of Privacy means any actual or alleged failure by an **Insured** to secure an **Employee's** personal information from unauthorized use or disclosure resulting in injury to such **Employee**; provided such **Invasion of Privacy** does not include unauthorized or disclosure caused by a **Breach**.



- M. Labor Relations Law** means any federal, state, local, foreign, statutory or common law (including the National Labor Relations Act) or **Equivalent Law** that governs:
1. the rights of employees to engage in, or to refrain from engaging in, union or other collective bargaining activities, including union organizing, union elections and any other union activities;
 2. the duty or obligation of an employer to meet, discuss, notify or bargain with an employee or employee representative, collectively or otherwise;
 3. the enforcement of any collective bargaining agreement, including any grievance or arbitration proceedings;
 4. strikes, work stoppages, boycotts, picketing and lockouts; or
 5. any similar rights or duties.
- N. Loss** means the amount an **Insured** becomes legally obligated to pay as a result of a **Claim**, including compensatory damages (including front pay and back pay), settlements, judgments, pre-judgment and post-judgment interest, claimants' attorney fees and costs attributable to the covered portion of a settlement or imposed as a result of a covered judgment, and **Defense Expenses**.

Loss will also include:

1. punitive, exemplary, or multiplied damages, but only if such are insurable under the law in the jurisdiction which is most favorable to the **Insured**, provided that such jurisdiction is the **Insured's** principal place of business, or has a substantial relationship to the **Insurer**, or to the **Claim** giving rise to such **Loss**;
2. liquidated damages awarded under the Age Discrimination in Employment Act, the Equal Pay Act or the Family Medical Leave Act; or
3. the costs of any training, reeducation, sensitivity, or "protected class" or other discrimination prevention programs which the **Company** is obligated to institute by reason of judgment, settlement or arbitration award for liability on account of a **Claim**.

Loss does not include any:

1. cost of compliance with any order for, grant of or agreement to provide non-monetary relief, including injunctive relief or any accommodation under any United States law or common law which prohibits discrimination based on disability;
2. amount uninsurable under the law pursuant to which this **Coverage Part** is construed;
3. fines, penalties or taxes;
4. cost incurred in cleaning-up, removing, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring **Pollutants**;
5. amount owed or alleged to be owed under and pursuant to any contract or agreement;



6. amount for which an **Insured** is absolved from payment by reason of any covenant, agreement, or court order;
 7. future salary, wages, commissions, **Benefits, Stock Benefits**, or other monetary payments to a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement, order or other resolution of any **Claim**;
 8. salary, wages, commissions, **Benefits, Stock Benefits**, or other monetary payments which constitute severance payments or payments pursuant to a notice period; or
 9. **Benefits** or **Stock Benefits** due or to become due or the equivalent value of such **Benefits** or **Stock Benefits**.
- O. Retaliation** means actual or alleged retaliatory treatment by an **Insured** against an **Employee** of a **Company** on account of such individual:
1. exercising his or her rights under law, refusing to violate any law or opposing any unlawful practice;
 2. having assisted or testified in or cooperated with a proceeding or investigation (including any internal investigation conducted by the **Company's** human resources or legal department) regarding alleged violations of law by the **Insured**;
 3. disclosing or threatening to disclose to a superior or any governmental agency any alleged violations of law; or
 4. filing any claim against the **Company** under the Federal False Claims Act, Section 806 of the Sarbanes Oxley Act or any other whistleblower law.
- P. Stock Benefits** means stock, stock grants, stock warrants, stock appreciation rights, phantom stock plans or arrangements, stock options or other similar rights.
- Q. Third Party** means any natural person who is not an **Insured Person**.
- R. Third Party Claim** means:
1. written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief, including a request to toll or waive a statute of limitations;
 2. written request for arbitration, mediation, or other alternative dispute resolution; or
 3. civil, administrative, or regulatory proceeding (excluding an audit), including a proceeding before the EEOC or a similar state or local governmental body, or by the Office of Federal Contract Compliance Programs

by or on behalf of a **Third Party** in their capacity as such against an **Insured** for a **Third Party Wrongful Act**.



- S. Third Party Wrongful Act** means any actual or alleged **Discrimination** or **Harassment** of a **Third Party** by an **Insured** in such capacity.
- T. Wage and Hour Violation** means any violation of the responsibilities, obligations or duties imposed by any law, rule, regulation or ordinance governing wage, hour or payroll policies and practices, but not including The Equal Pay Act or **Equivalent Law**.
- U. Whistleblower Activity** means the lawful activity by an **Employee**, with respect to any alleged wrongdoing by an **Insured**, who causes information to be provided to the attention of, or otherwise assists in an investigation by, a governmental or law enforcement agency, provided such activities are protected by statute with rights and remedies for retaliation recognized under United States law.
- V. Workplace Tort** means any:
1. negligent hiring, training, supervision or evaluation of **Employees**;
 2. failure to adopt or enforce adequate workplace or employment policies and procedures;
 3. false imprisonment, false arrest, detention or malicious prosecution;
 4. **Invasion of Privacy**;
 5. employment-related libel, slander, defamation or humiliation; or
 6. employment-related wrongful infliction of emotional distress.
- W. Wrongful Act** means:
1. an **Employment Practices Wrongful Act**; or
 2. a **Third Party Wrongful Act**.

A **Wrongful Act** includes any actual or alleged conduct that takes place via electronic communication, including social media and internet websites.

- X. Wrongful Employment Decision** means any:
1. actual or constructive wrongful dismissal, discharge or termination of employment;
 2. wrongful deprivation of career opportunity, demotion, failure to grant tenure, failure to train or, failure to hire, employ or promote;
 3. employment-related misrepresentation; or
 4. wrongful discipline of **Employees**.



IV. EXCLUSIONS

The Insurer will not be liable under this Employment Practices Liability **Coverage Part** to pay any **Loss** on account of any **Claim** made against any **Insured**:

- A. based upon, arising out of, or in consequence of any matter, fact, circumstance, situation, transaction, event, or **Wrongful Act** which has been the subject of any notice submitted under any Employment Practices Liability policy or other insurance policy, or coverage part of which this **Coverage Part** is a direct or indirect renewal or replacement.
- B. based upon, arising out of, or in consequence of any written demand first received by, or action, investigation, proceeding, or **Claim** commenced against, any **Insured** on or prior to the Pending or Prior Date for the Employment Practices Liability **Coverage Part** set forth in ITEM VI.C. of the Declarations, or the same or similar facts, circumstances or **Wrongful Acts** alleged in or underlying such prior **Claim**.
- C. for bodily injury, sickness, emotional distress, mental anguish, humiliation, disease or death of any person, or damage to or destruction of any tangible property, including loss of use of such damaged or destroyed property; provided this exclusion will not apply to any **Loss** for employment-related emotional distress, mental anguish or humiliation when made in connection with any **Claim**.
- D. based upon, arising from or in consequence of any actual, or threat of, discharge, emission, release, dispersal, escape of, or treatment, removal or disposal of any **Pollutants**, including any regulation, order, direction, or request to test, monitor, clean up, remove contain, treat or detoxify or neutralize any **Pollutants**; provided that this exclusion will not apply to that portion of **Loss** on account of any **Employment Practices Claim** for **Retaliation**.
- E. based upon or arising from or in consequence of any **Wage and Hour Violation**; provided that this exclusion will not apply to:
 - 1. **Loss** on account of any **Employment Practices Claim** for **Retaliation**; or
 - 2. only if Optional Coverage for Wage and Hour **Defense Expenses** is selected in ITEM VI.C. of the Declarations, **Defense Expenses** resulting from **Wage and Hour Violations**.
- F. based upon, arising from or in consequence of any violation of **Antitrust Law**; provided that this exclusion will not apply to that portion of **Loss** on account of any **Employment Practices Claim** for **Retaliation**.
- G. for an actual or alleged violation of the responsibilities, obligations or duties imposed by:
 - 1. any law governing workers' compensation, unemployment insurance, social security, disability benefits or **Equivalent Law**;
 - 2. **ERISA** (except Section 510 thereof); or



3. any **Labor Relations Law**, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act or **Equivalent Law**;

however, this exclusion will not apply to that portion of **Loss** on account of any **Employment Practices Claim** for **Retaliation**.

- H. based upon, arising out of, or in consequence of any liability under any written employment contract or agreement, provided this exclusion will not apply to:
 1. the extent that liability would have been incurred in the absence of such contract or agreement; or
 2. **Defense Expenses**.

V. DEFENSE

- A. Where the **Insured** has selected that the **Insurer** has the Duty to Defend any **Claim** under this **Coverage Part**, then except as otherwise provided in this **Coverage Part**, even if the allegations are groundless, false or fraudulent, the **Insurer** will have the right to select defense counsel with respect to such **Claim**; provided, that the **Insurer** will not be obligated to defend or to continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Loss**.
- B. Notwithstanding Section V.A. above, it shall be the duty of the **Insured** and not the duty of the **Insurer** to defend any **Claim** which is in part excluded from coverage pursuant to Exclusion E. For such portion of any **Claim** that is otherwise covered under this **Coverage Part**, the **Insurer** will have the right to approve defense counsel with respect to such **Claim**.



NOTICE TO POLICYHOLDERS

EQUIPMENT BREAKDOWN COVERAGE

FA 245 09 24

This is a notice of a change in your policy. NO COVERAGE IS PROVIDED BY THIS NOTICE nor can it be construed to replace any provisions of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The following is a summary of the changes in your Equipment Breakdown Coverage Endorsement:

FA 245 EQUIPMENT BREAKDOWN COVERAGE

Broadening

SECTION G. DEFINITIONS is amended to remove elevators from excluded equipment under the definition of "breakdown".

Clarification

SECTION A. COVERAGE, 3. Covered Causes of Loss, b. Exclusions, (2)(d) Miscellaneous Causes of Loss is amended to clarify if "loss" occurs due to dampness or dryness of atmosphere or changes in or extremes of temperature as a result of a "breakdown", such "loss" shall not be covered.

SECTION G. DEFINITIONS redefines "breakdown" to exclude cylinders and non-metallic vessels from covered property.

SECTION G. DEFINITIONS clarifies that "breakdown" caused by tampering, bypassing, or modifying covered equipment is not covered.

SECTION G. DEFINITIONS clarifies that "breakdown" does not include "loss" due to decay, rust or other corrosion or erosion.

SECTION G. DEFINITIONS includes a definition for "Vehicle(s)".

Restriction

SECTION A. COVERAGE, 3. Covered Causes of Loss, c. Limitations is amended to specify that we will pay for "loss" to covered equipment at the "actual cash value" due to age or obsolescence.

SECTION G. DEFINITIONS amends the term "accident" to "breakdown". It also specifies that piping is no longer considered covered equipment due to a "breakdown". Instead, metal piping is considered covered equipment under the definition of "breakdown". To extend "breakdown" coverage, the equipment must be in use or connected ready for use.



Policyholder Notice

Employment Practices Liability Risk Management Resources

<p>HOTLINE (Email or Phone):</p> <p>Phone: (312) 981-7077</p> <p>Email: HRadvice@fisherphillips.com</p>	<p>RISK MANAGEMENT WEBSITE*</p> <p>https://www.berkleympr.com/risk-management/</p> <p>*One-time registration required</p>
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<p>Have your Berkley Management Protection policy number available. Please leave a message with your name and phone number and your call will be returned within 24 business hours, and most often less than 1 business hour.</p> <p>Berkley Management Protection has secured the assistance of Fisher & Phillips LLP to offer hotline assistance. The attorneys at Fisher & Phillips LLP will answer employment-related questions and will provide:</p> <ul style="list-style-type: none"> • Advice and counseling regarding employment-related issues, including options and considerations to address such issues; • General guidance on best practices and risk management to help you address workplace issues and avoid situations where employment-related legal issues may arise. <p>Insurance coverage questions should be directed to your agent.</p>	<p>The Berkley Management Protection website offers practical guidance and best practices to help you understand, prevent and manage potential workplace-related issues. On the website, you will have access to:</p> <p>Resources:</p> <ul style="list-style-type: none"> • Up-to-date sample policies and documents covering nearly every aspect of employment and HR <p>Handbook and Policy Samples:</p> <ul style="list-style-type: none"> • Sample policies, procedures and handbooks <p>Legal Updates:</p> <ul style="list-style-type: none"> • Legal updates and alerts regarding legislation, court decisions, and “hot topics” <p>Tools:</p> <ul style="list-style-type: none"> • 50 State survey chart builder that allows user to access different state legal requirements with the click of a button
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NOTE: CALLING THE HOTLINE OR ANY SERVICE PROVIDER DOES NOT CONSTITUTE NOTICE TO THE INSURER. PLEASE REVIEW YOUR POLICY PROVISIONS FOR PROVIDING NOTICE OF A LOSS OR CLAIM.

To Report a Claim:

By email: CLAIMS@BERKLEYMP.COM
By mail: Berkley Management Protection
 Attn: Claims Department
 433 S. Main Suite 200
 West Hartford, CT 06110

Berkley Management Protection is not affiliated with Fisher & Phillips and makes no representations or warranties as to the accuracy or effectiveness of their products or services. These services are provided as a courtesy to policyholders. This Policyholder Notice is for informational purposes only, does not provide insurance coverage. Reference should be made to the policy to which it attaches.



BIOMETRIC INFORMATION EXCLUSION

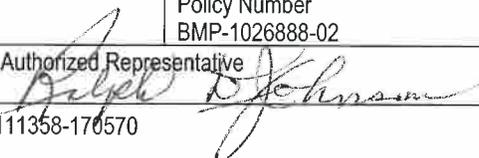
This Endorsement modifies insurance provided under the following:

General Terms and Conditions

In consideration of the premium paid, it is agreed that:

- I. Section II, **DEFINITIONS** of the **GENERAL TERMS AND CONDITIONS** is amended by the addition of the following:
- **Biometric Identifiers** means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified. Without limiting the foregoing, **Biometric Identifiers** includes but is not limited to the following: (a) retina or iris scan; (b) fingerprint; (c) voiceprint; (d) DNA; (e) finger, hand, or palm scan; (f) scan of hand or face geometry; (g) vein patterns; (h) voice recordings; (i) keystroke patterns or rhythms; (j) gait patterns or rhythms; (k) sleep, health, or exercise data that contain identifying information; or (l) any other biometric algorithm or measurement of (a) through (k) or any other physical, genetic, physiological, biological or behavioral characteristic or attribute which allows an individual to be identified.
 - **Biometric information** means any information, regardless of how it is captured, converted, stored, or shared, that is based on, or includes, any **Biometric Identifiers**.
- II. The **Exclusion** Sections of each of the Coverage Parts indicated below is amended by the addition of the following exclusion:
- The **Insurer** will not be liable for **Loss** on account of any **Claim** based upon, arising from or in consequence of:
 1. the actual or alleged collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any **Biometric Identifiers** or **Biometric information**, or failure to obtain consent for any of the foregoing; or
 2. a **Claim**, investigation, demand, suit or proceeding involving an actual or alleged invasion of privacy or violation of a right to privacy and a **Biometric identifiers** or **Biometric information**; or
 3. an actual or alleged violation of any privacy law, including the Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), EU General Data Protection Regulation (GDPR) or any other similar law, ordinance, regulation, or statute anywhere in the world that governs or relates to the collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any **Biometric Identifiers** or **Biometric Information** or obtaining consent for any of the foregoing.

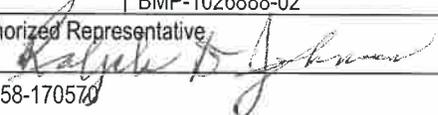
Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

Berkley Regional Insurance Company

This exclusion applies regardless of any insured's culpability or intent and regardless of whether the **Claim**, investigation, demand, suit, proceeding or allegation against any **Insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by any **Insured**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

ARIZONA COUNTERSIGNATURE ENDORSEMENT

Policy Number:

Policy Inception Date:

Policy Expiration Date:

This policy has been countersigned as required by the state, by:



Signature of Authorized Representative

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

ARIZONA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

General Terms and Conditions

In consideration of the premium paid, it is agreed that:

I. The following is added to Section **XIII. TERMINATION OF POLICY**:

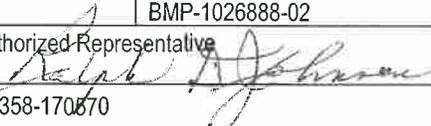
- If the **Insurer** decides not to renew this Policy, the **Insurer** shall mail or deliver written notice to the **Named Insured** at the last known principal address of the **Named Insured**, at least 45 days prior to the expiration of this Policy. The notice of nonrenewal shall state the reason for nonrenewal and shall also be mailed to the **Named Insured's** agent, if any. The mailing of such notice shall be sufficient proof of notice. Notice of nonrenewal is not required if the **Insurer** has offered to issue a renewal policy, or if the **Named Insured** has obtained replacement coverage or has agreed in writing to do so.

If the **Insurer** elects to renew this Policy and the renewal is subject to any of the following:

1. Increase in premium;
2. Change in retention;
3. Reduction in limits of insurance; or
4. Substantial reduction in coverage;

the **Insurer** will mail or deliver written notice of the changes to the **Named Insured** at the last known principal address of the **Named Insured**, at least 30 days prior to the expiration of this Policy. The notice of changes shall also be mailed to the **Named Insured's** agent, if any.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

SHARED ADDITIONAL DEFENSE EXPENSES

This Endorsement modifies insurance provided under the following:

General Terms and Conditions Coverage Part

In consideration of the premium paid, it is agreed that:

- I. Section III. **LIMITS OF LIABILITY, SHARED LIMITS, SUBLIMITS OF LIABILITY, AND RETENTIONS**, is amended to include the following:

Additional Shared Limit of Liability for **Defense Expenses**: \$1,000,000

This Shared Limit of Liability for **Defense Expenses** is available for covered **Defense Expenses** under the **Coverage Parts** listed below. The Shared Limit of Liability for **Defense Expenses** will be our aggregate Limit of Liability for all **Defense Expenses** paid under the Shared Limit of Liability for all Section 1 **Coverage Parts** combined, regardless of the number of **Claims**, parties or requests for coverage under all such **Coverage Parts**. The Shared Limit of Liability for **Defense Expenses** is part of, and not in addition to, the Aggregate Limit of Liability for all Section I. Coverage Parts.

Defense Expenses resulting from any **Claim** covered under the listed **Coverage Part** shall first be applied to the Shared Limit of Liability for **Defense Expenses** set forth below. If and when the Shared Limit of Liability for **Defense Expenses** is exhausted by payment of **Defense Expenses**, then any remaining **Defense Expenses** will be applied to the applicable **Coverage Part** Limit of Liability set forth in Item VI. of the Declarations.

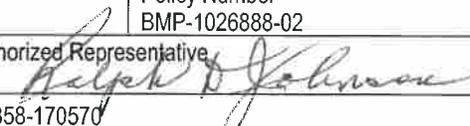
Our obligations regarding **Loss** under this policy are considered completely fulfilled and extinguished when the Aggregate Limit of Liability for all Section 1 **Coverage Parts** as set forth in Item VI. of the Declarations is exhausted, even if any amount of the Shared Limit of Liability for **Defense Expenses** remains.

Section 1 **Coverage Part**

Non-Profit Directors and Officers Liability

Employment Practices Liability

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. You are hereby notified that under the Act the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is \$0.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

**POLICYHOLDER NOTICE U.S. TREASURY DEPARTMENT'S
OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE**

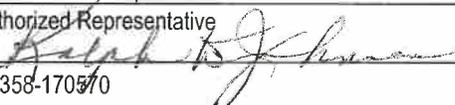
No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

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

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations and narcotics traffickers as Specially Designated Nationals. This list can be located on the United States Treasury's web site: <http://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

NAME OR ADDRESS CHANGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

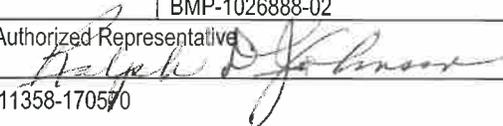
General Terms and Conditions

In consideration of the premium paid, it is agreed that:

I. **ITEM I.** of the Declarations is deleted in its entirety and replaced with the following:

ITEM I. NAMED INSURED: Sun City West Property Owner and Residents Association
13815 West Camino Del Sol
Sun City West, AZ 85375

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

AMEND BODILY INJURY AND PROPERTY DAMAGE EXCLUSION WITH CARVEBACK

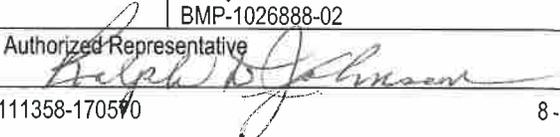
This Endorsement modifies insurance provided under the following:

Not for Profit Directors and Officers Liability Coverage Part

In consideration of the premium paid, it is agreed that:

- I. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES, EXCLUSION C.** is deleted in its entirety and replaced by the following:
- based upon, arising from or in consequence of any bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed, provided that this exclusion will not apply to **Loss**:
 1. for a **Claim** under Insuring Clause (A); or
 2. for **Defense Expenses** incurred by an **Executive** in the defense of a **Claim** for any actual or alleged violation of a corporate manslaughter statute by such **Executive**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

**IMMIGRATION CLAIM COVERAGE ENDORSEMENT
(WITH SUBLIMIT FOR DEFENSE EXPENSES)**

This endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium paid, it is agreed that:

I. Section I. **INSURING CLAUSES**, is amended to add the following:

The **Insurer** will pay on behalf of the **Company**, up to the Sublimit of \$100,000, and subject to the Retention set forth in item VI. C. of the Declarations applicable to Insuring Clause A. Employment Practices Liability Coverage, for **Defense Expenses** resulting from any **Immigration Claim** first made against such **Insured** during the **Policy Period**, or during the **Extended Reporting Period**, if applicable, and reported to the **Insurer** in accordance with Section IV.A. of the General Terms and Conditions to this Policy, for an **Immigration Wrongful Act**, by the **Insureds**; provided that the **Insurer** will not be liable to make any payment other than **Defense Expenses**. Any amounts the **Insurer** pays on account of an **Immigration Claim** will be part of, and not in addition to, the Employment Practices Liability Limit of Liability set forth in Item VI.C. of the Declarations

II. Section II. **DEFINITIONS**, is amended by the following:

- The definition of **Immigration Claim** is added as follows:

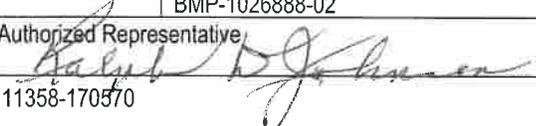
Immigration Claim means any:

1. criminal proceeding commenced by the earlier of:
 - a. the return of service of a criminal complaint or indictment upon an **Insured**;
 - b. the filing of an indictment or information with respect to an **Insured**; or
 - c. the arrest or detainment of an **Insured**; or
 - d. a criminal investigation of an **Insured Person**,

against such **Insured** for an **Immigration Wrongful Act**, provided such criminal investigation or proceeding is based upon or arising out of an actual or alleged violation of the Federal Immigration and Nationality Act, 8 U.S.C., Section 1101.

Immigration Claim does not include any labor or grievance arbitration or proceeding pursuant to a collective bargaining agreement or similar agreement.

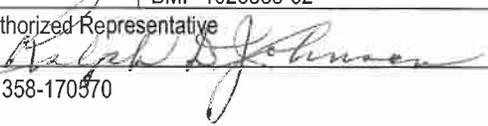
Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

- The definition of **Immigration Wrongful Act** is added as follows:

Immigration Wrongful Act means any actual or alleged hiring, harboring, employment or attempted employment of actual or alleged illegal aliens committed or attempted by an **Insured**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 

AMEND BODILY INJURY AND PROPERTY DAMAGE EXCLUSION

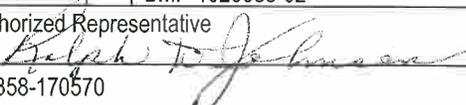
This Endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium paid, it is agreed that:

- I. Section **IV. EXCLUSIONS C.** is deleted in its entirety and replaced by the following:
 - C. based upon, arising out of, or in consequence of any bodily injury, sickness, emotional distress, mental anguish, humiliation, disease or death of any person, or damage to or destruction of any tangible property, including loss of use of such damaged or destroyed property; provided this exclusion will not apply to any **Loss** for employment-related emotional distress, mental anguish or humiliation when made in connection with any **Employment Practices Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Sun City West Property Owner and Residents Association	Policy Number BMP-1026888-02
Effective Date of This Endorsement 12/01/2025	Authorized Representative 



STATEMENT OF VALUES

DATE (MM/DD/YYYY)
10/20/2025

AGENCY Strong Tower Insurance Group Inc 3325 E Baseline Rd Gilbert AZ 85234-2633		CARRIER The Cincinnati Indemnity Company NAIC CODE: 23280		PAGE OF	
CONTACT NAME: Lesley Snyder		INSURED / APPLICANT Sun City West Property Owners & Residents		POLICY NUMBER EPP 0466047	
PHONE (A/C. No. Ext): (480) 926-9011		HEADQUARTERS ADDRESS 13815 W Camino Del Sol Sun City West AZ 85375-4409		EFFECTIVE DATE 12/01/2025	
FAX (A/C. No.): (877) 464-6442		COINS % <input type="checkbox"/> 80% <input type="checkbox"/> 90% <input checked="" type="checkbox"/> 100%		APPLICABLE CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE COV <input type="checkbox"/> FLOOD <input type="checkbox"/> SPRINKLER LEAKAGE EXCL <input type="checkbox"/> VANDALISM EXCL	
E-MAIL ADDRESS: lsnyder@glendaleinsurance.com		<input type="checkbox"/> SPECIFIC AVERAGE RATE REQUESTED <input type="checkbox"/> BLANKET RATE REQUESTED <input checked="" type="checkbox"/> Agreed Value			
CODE: 02094		SUBCODE:		AGENCY CUSTOMER ID: 00012010	

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

CLASS CODE	LOC #	BLDG #	DESCRIPTION OF PROPERTY ADDRESS OF PROPERTY	VALU- ATION	SUBJECT	100% VALUES	RATE OR LOSS COST	PREMIUM
	1	1	Building 13815 W Camino Del Sol Sun City West AZ 85375-4409	RC	B	2,112,068		
	1	1	Business Personal Property 13815 W Camino Del Sol Sun City West AZ 85375-4409	RC	BPP	569,934		
	1	2	Outdoor Property 13815 W Camino Del Sol Sun City West AZ 85375-4409	RC	OUTPR	36,745		
TOTAL						\$	N/A	\$

SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

INSURED'S SIGNATURE	<i>Ralph Johnson</i>	TITLE	President	DATE	11/28/2025
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