FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**
District of Columbia	**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	**General: All applications for commercial insurance, other than automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **All applications for automobile insurance and all claim forms:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. **Fire:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	**WARNING**: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. **WARNING**: **All Workers Compensation Insurance**: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

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Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **Automobile Insurance:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to $15,000.
Puerto Rico	**Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.**
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **Workers' Compensation:** It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	**Workers' Compensation:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

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PRIVACY POLICY

The AXA XL insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

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Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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 Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions[1]. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, 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, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

[1] "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

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NOTICE TO POLICYHOLDERS

FLORIDA

FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:

1-800-688-1840
AXA XL
677 WASHINGTON BLVD.
10TH FLOOR, SUITE 1000
STAMFORD, CT 06901

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IN WITNESS

GREENWICH INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Lucy Pilko
President

Toni Ann Perkins
Secretary

IL MP 9104 0124 GIC

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Regulatory Office:
505 Eagleview Blvd. Suite 100
Dept.: Regulatory
Exton, PA 19341-1120
800-688-1840

COMPANY PROVIDING COVERAGE:
Greenwich Insurance Company

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE CERTIFICATE OF INSURANCE

THIS IS A CLAIMS MADE POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

Certificate Number: PDO7506683
This Certificate Forms a Part of Master Policy Number: PDO745000102
Renewal of Certificate Number: N/A
Renewal of Master Policy Number: PDO744000104

Item 1. **Named Entity:** Intracoastal Tower Condo Assn Inc
Mailing Address: 5665 Coral Ridge Dr, Coral Springs, FL
Physical Address: 1505 North Riverside Dr, Pompano Beach, FL

Item 2. **Policy Period:**
Inception Date: 04/15/2025 Expiration Date: 04/15/2026
At 12:01 A.M. Standard Time at your Mailing Address Shown Above

Item 3. **Limit of Liability:**
A. $ $2,000,000 Maximum Aggregate Limit of Liability (including **Defense Expenses**) each **Policy Period** for all **Claims** under the Policy
B. $ $1,000,000 Maximum Aggregate **Defense Expense Limit of Liability** each **Policy Period** for all **Claims** under the Policy
C. $ $100,000 Maximum Aggregate Sublimit of Liability each **Policy Period** for **Defense Expenses** for all **Wage and Hour Claims**

Item 4. **Retentions:**
A. $ $5,000 each **Insured Person** each **Claim** under INSURING AGREEMENT I.A.
B. $ $5,000 each **Claim** under INSURING AGREEMENT I.B.

Item 5. **Optional Extension Period:**
Premium for One Year Optional Extension Period: $ $4,988.79
Premium for Two Year Optional Extension Period: $ N/A

Item 6. **Pending and Prior Proceeding Date**: 04/15/2025

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Item 7. Claim Notices required to be given to the Insurer must be addressed to:

Preferred Property Programs Claims Administration
101 Crawfords Corner Road, Suite 1300, Holmdel, NJ 07733
Telephone: 888-548-2465
Fax: 732-946-0547
Or by email to claims@ppp-quotes.com

Item 8. Premium, Taxes, Surcharges and Fees (as applicable):

Total Certificate of Insurance Premium	$ 4,279.00
Premium for Certified Acts of Terrorism:	$ N/A
Taxes, Surcharges or Fees	$ 42.79

Item 9. Certificate Form and Endorsements Attached at Issuance:

See XAI 300 10 06 Forms Schedule

THIS CERTIFICATE OF INSURANCE AND THE INSURANCE POLICY COVERAGE FORM, WITH THE ENDORSEMENTS, ATTACHMENTS, AND THE **APPLICATION** SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE INSURER AND THE **NAMED ENTITY** RELATING TO THIS INSURANCE.

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ENDORSEMENT # 1

This endorsement, effective 12:01 a.m.,04/15/2025 forms a part of

Policy No. PDO7506683 issued to Intracoastal Tower Condo Assn Inc

by GREENWICH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PURCHASING GROUP CONVERSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

1. The Named Entity on the Master Policy Declarations is Preferred Property Program, Inc., Preferred Property Risk Purchasing Group, Inc. The Named Entity on the Certificate of Insurance shall mean the Named Entity, member of the Preferred Property Program, Inc., Preferred Property Risk Purchasing Group, Inc. shown on each individual Certificate of Insurance.

2. The policy period shown on an individual Certificate of Insurance is the period that the insurance is in force for that individual Named Entity, regardless of the policy period of the Master Policy; provided however, that in no event shall the expiration date of the individual Certificate of Insurance be later than the expiration date of the Master Policy.

3. Any reference to policy number in a Schedule, form or endorsement, shall mean the individual Certificate Number.

4. Section **IV. LIMIT OF LIABILITY, RETENTIONS AND INDEMNIFICATION**, Item A**.** shall apply individually to each Certificate of Insurance.

5. Any Schedule, form or endorsement shown on an individual Certificate of Insurance or made part thereof, only applies to coverage under that Certificate of Insurance.

6. Any notices sent by the Insurer will be sent to the Named Entity shown on the Master Policy declarations, including notice of cancellation or nonrenewal. The policy provisions are amended accordingly.

All other terms and conditions of this policy remain unchanged.

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FORMS SCHEDULE

POLICY NUMBER: PDO7506683

POLICY PERIOD: 4/15/2025 to 4/15/2026

NAMED INSURED: Intracoastal Tower Condo Assn Inc

Name	Description
PN CW 01 0123	NOTICE TO POLICYHOLDERS FRAUD NOTICE
PN CW 02 0119	NOTICE TO POLICYHOLDERS - PRIVACY POLICY
PN CW 05 0519	NOTICE TO POLICYHOLDERS - U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL "OFAC"
PN FL 03 0524	NOTICE TO POLICYHOLDERS - FLORIDA
IL MP 9104 0124 GIC	IN WITNESS
GXJD 001 0619	PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE CERTIFICATE HOLDER DECLARATIONS
GXJD 418 0619	PURCHASING GROUP CONVERSION ENDORSEMENT
XAI 300 1006	FORMS SCHEDULE
GXJD 050 0420	PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM
GXJD 412 0619	INCREASED RETENTION FOR BREACH OF CONTRACT ENDORSEMENT
GXJD 419 0619	INCREASED RETENTION FOR SPECIFIED CLAIM ENDORSEMENT
GXJD 900 0619	CERTIFIED ACTS OF TERRORISM EXCLUSION
GXJD 901 0619	CONDITIONAL EXCLUSION OF TERRORISM
GXJD 617 0523	CYBER EXCLUSION ENDORSEMENT
GXJD 100-FL 0619	FLORIDA AMENDATORY ENDORSEMENT

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PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

THIS IS A CLAIMS MADE POLICY WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium, and in reliance on all statements made and information furnished to the Insurer identified in the Declarations (hereinafter the Insurer) including the Application, and subject to all of the terms, conditions and limitations of all of the provisions of this Policy, the Insurer and the Insureds agree as follows:

I. INSURING AGREEMENTS

A. The Insurer shall pay on behalf of the **Insured Persons Loss** resulting from a **Claim** first made against the **Insured Persons** during the **Policy Period** or, if applicable, the Optional Extension Period, for a **Wrongful Act,** except for **Loss** which the **Insured Organization** is permitted or required to pay on behalf of the **Insured Persons** as indemnification.

B. The Insurer shall pay on behalf of the **Insured Organization Loss**:

1. which the **Insured Organization** is required or permitted to pay as indemnification to any of the **Insured Persons** resulting from a **Claim** first made against the **Insured Persons**; or

2. resulting from a **Claim** first made against the **Insured Organization**;

during the **Policy Period**, or, if applicable, the Optional Extension Period, for a **Wrongful Act**.

II. DEFINITIONS

A. **Application** means:

1. the application attached to and forming part of this Policy; and

2. any materials submitted therewith, and any statements made in connection with that application, which shall be retained on file by the Insurer and shall be deemed to be physically attached to this Policy.

B. **Change In Control** means:

1. the merger or acquisition of the **Named Entity**, or of all or substantially all of its assets by another entity such that the **Named Entity** is not the surviving entity; or

2. the acquisition by any person, entity or affiliated group of persons or entities of the right to vote, select or appoint more than fifty percent (50%) of the directors of the **Named Entity**.

C. **Claim** means:

1. any written demand, including any request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, or any such notice seeking monetary or non-monetary relief;

2. any civil, criminal or administrative adjudicatory proceeding in a court of law or equity or administrative tribunal, or arbitration, mediation or similar alternative dispute resolution proceeding commenced by service of a complaint, filing of notice of charges, or similar document; or

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3. any proceeding before the United States Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency, but solely with respect to an **Employment Practices Wrongful Act**.

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

A Claim is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such Claim. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of any Claim alleging a **Wrongful Act** during the **Policy Period**, but no **Executive Officer** receives written notice of such Claim until after the **Policy Period** has expired, then such Claim will be deemed to have been made on the date such **Insured Person** first received written notice of the Claim.

D. **Community Association Manager** means any natural person sole proprietor or entity providing real estate property management services to the **Named Entity** or any **Subsidiary** pursuant to a written contract, and only for such services performed as property manager as specifically set forth in such written contract.

E. **Community Association Manager Employee** means any natural person sole proprietor, director, officer or employee of a **Community Association Manager**, but only in his or her capacity as property manager for the Named **Entity** or any **Subsidiary** pursuant to a written contract with the **Named Entity** or any **Subsidiary**.

F. **Construction Defect** means any actual or alleged defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of:

1. faulty or incorrect design or architectural plans;

2. improper soil testing;

3. inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence;

4. the construction, manufacture, fabrication, or assembly of any tangible property;

5. the failure to provide construction-related goods or services as represented or to pay for such goods or services; or

6. the supervision, management, or oversight of any of the activities described in (1) through (5) above, including the selection or engagement of any individual or entity to perform such activities.

G. **Defense Expenses** means all reasonable and necessary legal fees and expenses incurred by the Insurer; or with the consent of the Insurer, any **Insured,** in the defense, investigation or settlement of any **Claim,** including the premium for an appeal bond, attachment bond or similar bond; but will not include applying for or furnishing such bond. Defense Expenses will not include the **Insured Organization's** overhead expenses or any salaries, wages, fees, or benefits of its directors, officers, trustees, employees or volunteers.

H. **Defense Expense Limit of Liability** means the amount set forth in **Item 3.** B. of the Declarations.

I. **Employee** means a natural person whose labor or service is engaged by and directed by the **Named Entity** or any **Subsidiary** and:

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1. who is on the payroll of the **Named Entity** or any **Subsidiary**, including any full-time, part-time, temporary and seasonal worker; or

2. whose services have been leased by the **Named Entity** or any **Subsidiary**.

Independent contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the alleged **Wrongful Act**.

J. **Employment Practices Wrongful Act** means any of the following actually or allegedly occurring in connection with the claimant's employment or application for employment with the **Named Entity** or any **Subsidiary**:

1. violation of any employment discrimination law;

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

3. sexual harassment or other unlawful harassment in the workplace;

4. wrongful termination;

5. breach of an employment agreement;

6. violation of the Family Medical Leave Act;

7. employment-related misrepresentation;

8. employment-related defamation, including libel or slander, or invasion of privacy;

9. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant perquisites, or tenure;

10. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;

11. employment-related wrongful infliction of emotional distress;

12. negligent hiring, supervision of others, training, or retention; or

13. violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**.

K. **Executive Officer** means, with respect to the **Insured Organization**, any member of the board of directors, board of trustees, board of managers, board of regents, board of governors, or of a similar governing body of the **Insured Organization**, officer, trustee, chairperson, general counsel or director of human resources or equivalent position.

L. **Financial Insolvency** means with respect to the **Named Entity** or any **Subsidiary**, the appointment of a receiver, conservator, liquidator, trustee, or rehabilitator, or any comparable authority; or the inability of the **Named Entity** or any **Subsidiary** financially or under state or federal law to indemnify the **Insured Persons**.

M. **Insured** means the **Insured Persons**, and **Insured Organization**.

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N. **Insured Organization** means the **Named Entity**, the **Community Association Manager** and any **Subsidiary** created or acquired on or before the Inception Date set forth in **Item 2**. of the Declarations or during the **Policy Period** and shall include the **Named Entity** and any covered **Subsidiary** as a debtor in possession, as such term is used in Chapter 11 of the United States Bankruptcy Code.

O. **Insured Person** means any natural person who was, is or becomes:

1. any **Executive Officer;**

2. an **Employee;**

3. a **Community Association Manager Employee;**

4. any member of a duly constituted committee of the governing board of the **Named Entity** or any **Subsidiary**;

5. any individual identified above who, at the specific written request of the **Insured Organization**, is serving as a director, officer, trustee, regent, governor, board member, or in an equivalent position, of a **Non-Profit Entity**; or

6. any **Volunteer Worker** for the **Named Entity** or any **Subsidiary**.

In the event of the death, incapacity or bankruptcy of any individual identified above, any **Claim** against the estate, heirs, legal representatives or assigns of such individual for a **Wrongful Act** of such individual will be deemed to be a **Claim** against such individual.

The coverage otherwise available under this Policy to any Insured Person will be extended to such Insured Person's lawful spouse or domestic partner, but only to the extent such spouse or domestic partner is a party to any **Claim** solely in his or her capacity as a spouse or domestic partner of such persons and only for the purposes of any **Claim** seeking damages recoverable from marital community property, property jointly held by any such person and spouse or domestic partner, or property transferred from any such person to the spouse or domestic partner.

P. **Interrelated Wrongful Acts** means any **Wrongful Acts** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any of the same or related or series of related facts, circumstances, situations, transactions or events.

Q. **Loss** means damages, judgments, settlements or other amounts (including pre- and post-judgement interest and punitive or exemplary damages, where insurable by law) in excess of the Retention that the **Insured** is legally obligated to pay, including **Defense Expenses**, whether incurred by the Insurer or incurred by the **Insured** with the Insurer's consent. Loss will not include:

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

2. criminal or civil fines, penalties or taxes imposed by law; provided that this clause Q.2. will not apply to such fines, penalties or taxes that an **Insured Person** is obligated to pay if such fines, penalties or taxes are insurable by law and are imposed in connection with such **Insured Person's** service with respect to an entity included within the definition of **Named Entity** or any **Subsidiary** due to such entity's **Financial Insolvency**;

3. the multiple portion of any multiplied damage award.

NOTE: With respect to judgments in which punitive damages are awarded, the law of the jurisdiction most favorable to the insurability of punitive damages shall control, provided such jurisdiction:

a. is where such punitive damages were awarded;

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b. is where the **Insured Organization** is incorporated or otherwise organized or has a place of business, or

c. is where the Insurer is incorporated or has its principal place of business.

R. **Named Entity** means the entity named in **Item 1**. of the Declarations.

S. **Non-Profit Entity** means any non-profit community association board of directors or joint council other than the **Named Entity,** any **Subsidiary,** or any joint council.

T. **Personal Injury** means false arrest, wrongful detention or imprisonment, malicious prosecution, defamation including libel or slander, invasion of privacy or wrongful entry or eviction.

U. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in **Item 2**. of the Declarations or to any earlier cancellation date.

V. **Pollutant** means:

1. any substance 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 state, county, municipal or local counterpart thereof, including, without limitation, solids, liquids, gaseous or thermal irritants or contaminants, or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including any materials to be recycled, reconditioned or reclaimed); or

2. any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products.

W. **Publishers Liability** means infringement of copyright or trademark, unauthorized use of title, plagiarism or misappropriation of ideas.

X. **Subsidiary** means:

1. any entity which qualifies as a non-profit entity under Internal Revenue Code Section 501 C.3. and any amendment thereto, during any time in which:

   a. the **Named Entity** owns, directly or through one or more Subsidiary(ies), more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of such entity's directors; or

   b. such entity is or was controlled, directly or indirectly, in any combination, by the **Named Entity** or one or more Subsidiary(ies); or

2. any for profit entity; provided that it has been added specifically by endorsement to this Policy.

Y. **Volunteer Worker** means a person who (1) is not an **Employee** or independent contractor of the **Named Entity** or any **Subsidiary**; (2) donates his or her work and is not paid a fee, salary or other compensation by the **Named Entity** or any **Subsidiary** or anyone else for the work he or she performs for the **Named Entity** or any **Subsidiary**; and (3) acts at the direction of and within the scope of duties determined by the **Named Entity** or any **Subsidiary.**

Z. **Wage and Hour Claim** means any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of a **Wage and Hour Law** by any **Insured.**

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AA. **Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages, including the payment or provision of overtime, on-call time, minimum wages, meal breaks, or rest breaks, or the classification of employees for the purpose of determining employees' eligibility for compensation under such laws.

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

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

2. the **Insured Organization**;

including but not limited to any **Personal Injury**, **Publisher's Liability** or **Employment Practices Wrongful Act**.

III. EXCLUSIONS

A. **Exclusions Applicable to All Loss**. The Insurer shall not be liable to make any payment for **Loss**, and shall have no duty to defend or pay **Defense Expenses**, in connection with any **Claim** made against an **Insured**:

1. brought about or contributed to in fact by any:

   a. intentionally dishonest, fraudulent or criminal act or omission or any willful violation of any statute, rule or law; or

   b. profit or remuneration gained by any **Insured** to which such **Insured** is not legally entitled;

   as determined by a final adjudication in the underlying action or in a separate action or proceeding;

2. based upon, directly or indirectly arising out of, or in any way involving any fact, circumstance, situation, transaction, event or **Wrongful Act** which, before the Inception Date of this Policy, was the subject of any notice given under any other management liability insurance policy, directors and officers liability insurance policy, employment practices liability insurance policy, or any similar insurance policy, including any insurance policy affording coverage for **Personal Injury** or **Publisher's Liability**;

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

   a. actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person; provided, however, that this exclusion shall not apply to allegations of emotional distress or mental anguish with respect to a **Claim** for an **Employment Practice Wrongful Act**;

   b. damage to tangible property; loss of use, or destruction or deterioration of any tangible property; or failure to supervise, repair or maintain tangible property; provided, however, this exclusion shall not apply to **Defense Expenses** with respect to **Claims** for decisions by the board of directors or other duly constituted governing board of the **Named Entity** or any committee thereof:

      i. to impose assessments upon residents, unit owners or members of the **Named Entity**; or

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ii. in approving or rejecting any request to make physical changes to tangible property, but in no event shall coverage apply to decisions relating to the execution or quality of such physical changes;

4. based upon, directly or indirectly arising out of, or in any way involving any actual, alleged or threatened discharge, dispersal, release, escape, seepage, transportation, emission, treatment, removal or disposal of any **Pollutant**, or any actual or alleged direction, request or voluntary decision to test for, abate, monitor, clean up, recycle, remove, recondition, reclaim, contain, treat, detoxify or neutralize **Pollutants**; provided, however, that this exclusion will not apply to any **Claim** for an **Employment Practices Wrongful Act** specifically alleging retaliatory treatment;

5. based upon, directly or indirectly arising out of, or in any way involving any nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material;

6. based upon, directly or indirectly arising out of, or in any way involving any fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding which was brought prior to the applicable Pending and Prior Proceeding Date set forth in **Item 6.** of the Declarations;

7. by or on behalf of, at the direction of, or in the name or right of the **Named Entity** or any **Subsidiary** against any **Community Association Manager** or **Community Association Manager Employee**;

8. for any **Wrongful Act** by any **Insured Person** in the discharge of their duties in their capacities as, or solely by reason of their status as, directors, officers, trustees, regents, governors or employees of any entity other than the **Named Entity** or any **Subsidiary**, even if directed or requested by the **Named Entity** or any **Subsidiary** to serve as directors, officers, trustees, regents, governors or employees of such other entity; provided, however, that this exclusion shall not apply to any **Insured Person** representing the **Named Entity** with respect to a **Non-Profit Entity**;

9. based upon, directly or indirectly arising out of, or in any way involving any **Construction Defect**;

10. for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an employee or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act** specifically alleging retaliatory treatment;

11. for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation or for any violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion shall not apply to **Claims** for **Employment Practices Wrongful Acts**:

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a. specifically alleging retaliatory treatment or violation of the Equal Pay Act; or

b. with respect to any **Wage and Hour Claim**, **Defense Expenses** in an amount not to exceed the sublimit set forth in **Item 3.**C. of the Declarations;

12. based upon, directly or indirectly arising out of, or in any way involving any **Wrongful Act** by an entity that is or was a **Subsidiary**, or any **Insured Person** of such entity, occurring at any time during which such entity was not a **Subsidiary**;

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

a. any actual or alleged misfeasance, malfeasance, or any other misconduct of a builder, developer or sponsor of the **Named Entity**; or

b. any **Insured** in his, her, or its respective capacity as a builder, developer or sponsor of the **Named Entity** after the end of the **Policy Period** in which such builder, developer or sponsor ceases to serve on the board of directors of the **Named Entity**;

14. by or on behalf of an employee of the **Community Association Manager** for any employment-related **Wrongful Act**;

B. **Exclusions Applicable to Loss Other than Defense Expenses.** The Insurer shall not be liable to make any payment for **Loss**, other than **Defense Expenses**, in connection with any **Claim** made against an **Insured**:

1. for any **Claim** for liability under or breach of any oral, written, or implied contract or agreement, including any liability of others assumed by an **Insured** under any such contract or agreement; provided that this exclusion will not apply: (a) to any **Claim** alleging an **Employment Practices Wrongful Act**; or (b) to the extent that the **Insured** would have been liable in the absence of such contract or agreement; or

2. for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

No fact pertaining to or knowledge or information possessed by any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the exclusions set forth in Section **III. EXCLUSIONS** A. and B. above. Only facts pertaining to or knowledge or information possessed by any **Executive Officer** of the **Insured Organization** will be imputed to the **Insured Organization** for purposes of applying any exclusion in Section **III. EXCLUSIONS** A. and B. above.

IV. LIMIT OF LIABILITY, RETENTIONS AND INDEMNIFICATION

A. The amount set forth in **Item 3**.A. of the Declarations shall be the Maximum Aggregate Limit of Liability of the Insurer under the Policy for all **Loss**, including **Defense Expenses**, from all **Claims** made or deemed made under the Policy.

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B. **Defense Expenses** incurred by the Insurer in defense of a **Claim** will first be applied to the **Defense Expense Limit of Liability** set forth in **Item 3**.B. of the Declarations. The **Defense Expense Limit of Liability** is in addition to, and not part of, the Limit of Liability set forth in **Item 3**.A. of the Declarations. If and when such **Defense Expense Limit of Liability** is exhausted by payment of **Defense Expenses** incurred in connection with any one **Claim** or multiple **Claims**, then and in that event only, shall any remaining or continuing **Defense Expenses** be applied to the applicable limit of liability for **Loss** set forth in **Item 3**.A. of the Declarations; and such payment of **Defense Expenses** will then reduce and may exhaust the Maximum Aggregate Limit of Liability set forth in **Item 3**.A. of the Declarations.

C. The maximum limit of liability of the Insurer for **Defense Expenses** associated with all **Wage and Hour Claims** shall not exceed the Sublimit of Liability set forth in **Item 3.**C. of the Declaration, which amount is included within, and is not in addition to, any applicable limit of liability, including the **Defense Expense Limit of Liability**.

D. Regardless whether the **Defense Expense Limit of Liability** has been exhausted, if the amount set forth in **Item 3**.A. of the Declarations is exhausted by the payment of **Loss**, the premium for this Policy will be fully earned, all obligations of the Insurer under this Policy will be completely fulfilled and exhausted, including any duty to defend, and the Insurer will have no further obligation of any kind or nature whatsoever under this Policy.

E. With respect to a **Claim** under this Policy, the Insurer shall only pay **Loss** which is in excess of the amount set forth in **Item 4**. of the Declarations as the Retention applicable to each **Claim** under this Policy. The **Insured** will bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**. If different Retentions are applicable to different parts of any **Loss** under this Policy, the applicable Retention will be applied separately to each part of such **Loss**, and the sum of such Retentions will not exceed the largest applicable Retention set forth in **Item 4**. of the Declarations.

F. With respect to the **Named Entity's** indemnification of its **Insured Persons**, the certificate of incorporation, charter, by-laws, articles of association, or other organizational documents of the **Named Entity** and each **Subsidiary** will be deemed to provide indemnification to the **Insured Persons** to the fullest extent permitted by law.

G. With respect to any **Non-Profit Entity**'s indemnification of any **Insured Person**, the certificate of incorporation, charter, by-laws, articles of association, or other organizational documents of such **Non-Profit Entity** will be deemed to provide indemnification to the **Insured Person** to the fullest extent permitted by law.

H. The Retention applicable to **I. INSURING AGREEMENT** B.1. shall apply to any **Loss** as to which indemnification by the **Named Entity** is legally permissible, whether or not actual indemnification is made unless such indemnification is not made by the **Named Entity** solely by reason of its **Financial Insolvency**. In the event of **Financial Insolvency**, the Retention applicable to **I. INSURING AGREEMENT** A. shall apply.

I. The Insurer, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Insurer any amounts so paid.

V. DEFENSE, SETTLEMENT AND ALLOCATION OF LOSS

A. The Insurer has the right and duty to defend any **Claim** against any **Insured** covered under this Policy, even if such **Claim** is false, fraudulent or groundless. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.

B. If both **Loss** covered by this Policy and **Loss** not covered by this Policy are incurred, either because a **Claim** made against an **Insured** contains both covered and uncovered matters, or because a **Claim** is made against both an **Insured** and others not insured under this Policy, the **Insureds** and the Insurer will allocate such amounts as follows:

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1. one hundred percent (100%) of **Defense Expenses** incurred will be allocated to covered **Loss**; and

2. losses other than **Defense Expenses** will be allocated between covered **Loss** and uncovered loss on the basis of the relative legal exposures of the parties to covered and uncovered matters.

C. In the event that an agreement cannot be reached between the Insurer and the **Insured** as to an allocation of **Loss**, as described in clause B.1. above, then the Insurer shall advance that portion of **Loss** which the **Insured** and the Insurer agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this Policy and applicable law.

D. No **Insured** may incur any **Defense Expenses** or admit any liability for, make any settlement offer with respect to, or settle any **Claim** without the Insurer's consent, such consent not to be unreasonably withheld. The Insurer will have the right to make investigations and conduct negotiations and, with the consent of the **Insured**, enter into such settlement of any **Claim** as the Insurer deems appropriate. If the **Insured** refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the limit of liability applicable to such **Claim** for all **Loss** including **Defense Expenses** under this Policy shall be reduced to:

1. the amount of the proposed settlement plus **Defense Expenses** incurred up to the date of the **Insured's** refusal to consent to the proposed settlement of such **Claim**;

   plus:

2. eighty percent (80%) of any **Loss**, including **Defense Expenses**, in excess of the amount referenced in paragraph D.1. above, incurred in connection with such **Claim**. The remaining twenty percent (20%) of any **Loss**, including **Defense Expenses**, in excess of the amount referenced in paragraph D.1. above will be borne uninsured and at the **Insured's** own risk; which amount shall not exceed the remainder of the applicable limit of liability specified in **Item 3**. of the Declarations.

E. The Insurer will have no obligation to pay **Loss** or to defend or continue to defend any **Claim** after the Maximum Aggregate Limit of Liability for the Policy as set forth in **Item 3**.A. of the Declarations is exhausted by the payment of **Loss**.

VI. GENERAL CONDITIONS

A. NOTICE

1. As a condition precedent to any right to payment under this Policy with respect to any **Claim**, the **Insured** shall give written notice to the Insurer of any **Claim** as soon as practicable after it is first made, but in no event later than sixty (60) days after the expiration date of the **Policy Period**, or if exercised, during the Optional Extension Period. The **Insured** agrees to give the Insurer such information, assistance and cooperation as it may reasonably require.

2. If, during the **Policy Period**, the **Insured** first becomes aware of a specific **Wrongful Act**, and if, during the **Policy Period**, the **Insured**:

   a. provides the Insurer with written notice of the specific **Wrongful Act**, the consequences which have resulted or may result therefrom (including but not limited to actual or potential damages), the identities of the potential claimants, and the circumstances by which the **Insured** first became aware of such **Wrongful Act**; and

   b. requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act**; then any **Claim** subsequently made arising out of such **Wrongful Act** will be treated as if it had been first made during the **Policy Period**.

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3. All notices under Section **VI** A.1. and 2. above must be sent by:

   a. first class U.S. mail, overnight mail or the equivalent to the address set forth in **Item 7**. of the Declarations: Attention Claim Department; or

   b. electronic mail (email) to the address shown in **Item 7**. of the Declarations.

B. **INTERRELATED CLAIMS**

All **Claims** arising from the same **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the time at which the earliest such **Claim** is made or deemed to have been made pursuant to **GENERAL CONDITIONS** A.1. above or **GENERAL CONDITIONS** A.2., if applicable.

C. **OTHER INSURANCE AND SERVICE IN CONNECTION WITH NON-PROFIT ENTITIES**

1. All **Loss** payable under this Policy will be specifically excess of and will not contribute with any other insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically excess of this Policy. This Policy will not be subject to the terms of any other insurance policy.

2. All coverage under this Policy for **Loss** from **Claims** made against the **Insured Persons** while acting in their capacity as a director, officer, trustee, regent, governor or equivalent position of a **Non-Profit Entity** will be specifically excess of and will not contribute with, any other insurance or indemnification available to such **Insured Person** from such **Non-Profit Entity** by reason of their service as such.

D. **MERGERS AND ACQUISITIONS (CHANGES IN EXPOSURE OR CONTROL)**

1. If, during the **Policy Period**, the **Named Entity** acquires any assets, acquires a **Subsidiary**, or acquires or forms any entity by merger, consolidation or otherwise, or assumes any liability of another entity (an "Acquired Entity"), coverage shall be provided for any **Loss** resulting from **Claims** first made against the Acquired Entity, including its **Insureds** after the acquisition and during the **Policy Period** or, if applicable, the Optional Extension Period, solely for **Wrongful Acts** committed or allegedly committed after such acquisition;

2. If, however, by reason of the transaction (or series of transactions) described in D.1. above, the Acquired Entity exceeds thirty five percent (35%) of the total assets of the **Named Entity** as represented in the most recent audited consolidated financial statements of the **Named Entity**, coverage, as set forth in clause D.1. above, shall be provided only for a period of ninety (90) days after such transaction (or series of transactions) or until the Policy Expiration Date, whichever is earlier, for any **Loss** resulting from **Claims** first made against the Acquired Entity, including its **Insureds** after the acquisition and during the **Policy Period** or, if applicable, the Optional Extension Period, for **Wrongful Acts** committed or allegedly committed after such acquisition. Coverage thereafter will be provided only if:

   a. the Insurer receives written notice containing full details of the transaction(s) within ninety (90) days of the effective date of the transaction; and

   b. the Insurer specifically agrees by written endorsement to provide coverage with respect to such Acquired Entity, and the **Insured** has accepted any additional terms, conditions and limitations of coverage, and agrees to pay any additional premium that the Insurer in its sole discretion, shall deem appropriate.

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3. If, during the **Policy Period**, any entity ceases to be a **Subsidiary**, the coverage provided under this Policy shall continue to apply to such entity and to the **Insured Persons** who, because of their service with such **Subsidiary**, were covered under this Policy, but only with respect to a **Claim** for a **Wrongful Act** committed or allegedly committed prior to the time such **Subsidiary** ceased to be a **Subsidiary** of the **Named Entity**.

4. If, during the **Policy Period**, there is a **Change in Control**, the coverage provided under this Policy shall continue to apply but only with respect to a **Claim** for a **Wrongful Act** solely committed or allegedly committed, prior to the **Change in Control**; and

   a. no coverage will be available under this Policy for any **Claim** for a **Wrongful Act** committed subsequent to the **Change in Control**; and

   b. the entire premium for the Policy will be deemed to be fully earned immediately upon the consummation of a **Change in Control**.

E. **CANCELLATION AND RENEWAL OF COVERAGE**

1. Except for the nonpayment of premium, as set forth in clause E.2. below, the **Named Entity** has the exclusive right to cancel this Policy prior to the Policy Expiration Date set forth in **Item 2**. of the Declarations. Cancellation may be effected by mailing to the Insurer written notice when such cancellation shall be effective, provided the date of cancellation is not later than the date such notice is received by the Insurer. In such event, the Insurer shall retain the customary short rate portion of the earned premium. Return or tender of the unearned premium is not a condition of cancellation.

2. The Insurer may only cancel this Policy for nonpayment of premium. The Insurer will deliver, or mail written notice stating when the Policy will be canceled. Notice of cancellation will be sent to the **Named Entity** and the agent of record for the **Insured**, if applicable.

3. The Insurer is under no obligation to renew this Policy upon its expiration. Once the Insurer chooses to non-renew this Policy, the Insurer will deliver or mail to the **Named Entity** written notice stating such at least thirty (30) days before the Policy Expiration Date set forth in **Item 2**. of the Declarations.

F. **OPTIONAL EXTENSION PERIOD**

1. If either the **Named Entity** or the Insurer does not renew this Policy, the **Named Entity** shall have the right, upon payment of the applicable additional premium set forth in **Item 5**. of the Declarations, to an extension of the coverage provided by this Policy with respect only to any **Claim** first made during the period of time after the Policy Expiration Date, but only with respect to **Wrongful Acts** occurring prior to the Policy Expiration Date.

2. As a condition precedent to the right to purchase the Optional Extension Period the total premium for this Policy must have been paid in full. The right of the **Named Entity** to purchase the Optional Extension Period will be immediately terminated if the Insurer does not receive written notice by the **Named Entity** advising it wishes to purchase the Optional Extension Period together with full payment of the premium for the Optional Extension Period within thirty (30) days after the Policy Expiration Date.

3. If the **Named Entity** elects to purchase the Optional Extension Period as set forth in clause F.1. and Clause F.2. above, the entire premium for the Optional Extension Period will be deemed to be fully earned at the Inception Date of the Optional Extension Period.

4. The purchase of the Optional Extension Period will not in any way increase the Limits of Liability set forth in **Item 3**. of the Declarations, and the Limits of Liability with respect to **Claims** made during the Optional Extension Period shall be part of and not in addition to the applicable Limits of Liability for **Claims** made during the **Policy Period**.

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G. **ASSISTANCE, COOPERATION AND SUBROGATION**

1. The **Insureds** agree to provide the Insurer with all information, assistance and cooperation that the Insurer may reasonably request, and further agree that it will do nothing which in any way increases the Insurer's exposure under this Policy or in any way prejudices the Insurer's potential or actual rights of recovery.

2. In the event of any payment under this Policy, the Insurer shall be subrogated to all of the potential or actual rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and will do everything necessary to secure such rights including but not limited to the execution of such documents as are necessary to enable the Insurer to effectively bring suit in their name and will provide all other assistance and cooperation which the Insurer may reasonably require.

H. **REPRESENTATION CLAUSE**

The **Insured** represents that the statements and particulars contained in the **Application** are true, accurate and complete, and agree that this Policy is issued in reliance on the truth of that representation, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy.

If any statement or representation in the **Application** is untrue, this Policy is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in **Item 2**. of the Declarations, that the statement or representation was untrue;

2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced above; and

3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this Policy, contained any such untrue statement or representation.

I. **ACTION AGAINST THE INSURER, ASSIGNMENT, AND CHANGES TO THE POLICY**

1. No action may be taken against the Insurer unless, as a condition precedent thereto:

   a. there has been full compliance with all of the terms and conditions of this Policy; and

   b. the amount of the obligation of the **Insured** has been finally determined either by judgment against the Insured after actual trial, by summary judgment against the **Insured**, or by written agreement of the **Insured**, the claimant and the Insurer.

2. Nothing contained herein shall give any person or entity any right to join the Insurer as a party to any **Claim** against the Insurer to determine their liability, nor may the **Insured** implead the Insurer in any **Claim**.

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

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4. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer will not cause a waiver or change in any part of this Policy or prevent the Insurer from asserting any right under the terms, conditions and limitations of this Policy. The terms, conditions and limitations of this Policy may only be waived or changed by written endorsement signed by the Insurer.

J. **AUTHORIZATION AND NOTICES**

It is understood and agreed that the **Named Entity** will act on behalf of the **Insureds** with respect to:

1. the payment of the premiums;

2. the receiving of any return premiums that may become due under this Policy;

3. the giving of all notices to the Insurer as provided herein; and

4. the receiving of all notices from the Insurer.

K. **PRIORITY OF PAYMENT**

In the event of **Loss**, other than **Defense Expenses**, from any **Claim** made against both an **Insured Person(s)** and the **Insured Organization**, then the following shall apply:

1. If such **Loss** exceeds the remaining available Limit of Liability set forth in **Item 3**. of the Declarations:

   a. the Insurer will first pay **Loss** from such **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is not legally permissible or is not made solely by reason of the **Insured Organization's Financial Insolvency**; then

   b. to the extent that any amount of the applicable Limit of Liability shall remain available, the Insurer shall pay **Loss** from such **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is legally permissible and/or made against the **Insured Organization**, as applicable.

2. In all events (including those described in clause K. 1. above), upon the written request of the **Named Entity**:

   a. the Insurer will first pay **Loss** from any **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is not legally permissible or is not made solely by reason of the **Insured Organization's Financial Insolvency**; then

   b. to the extent that any amount of the applicable Limit of Liability shall remain available, the Insurer shall either pay or withhold payment of **Loss** from such **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is legally permissible and/or made against the **Insured Organization**, as applicable, all as requested by the **Named Entity**.

If the **Named Entity** requests that the Insurer withhold payment of **Loss**, as provided in clause 2.b. above, the Insurer shall continue to withhold payment unless and until the **Named Insured** shall request the Insurer either to release such payment to the **Insured Organization** on account of such **Claim**, or apply such payment to covered **Loss** from any future **Claim** made against the **Insured Person(s)** as to which indemnification by the **Insured Organization** is not legally permissible or is not made solely by reason of the **Insured Organization's Financial Insolvency**.

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L. **COVERAGE TERRITORY**

Coverage under this policy is limited to the United States of America.

M. **BANKRUPTCY – WAIVER OF AUTOMATIC STAY**

If a liquidation or reorganization proceeding is commenced by any **Insured Organization** (whether voluntarily or involuntarily) under Title 11 of the United States Code, as amended, or any similar state, local or foreign law ("Bankruptcy Law"), then with respect to a covered **Claim**, the **Insureds** hereby:

1. waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this Policy under such Bankruptcy Law; and

2. agree not to oppose or object to any efforts by the Insurer or any **Insured** to obtain relief from any stay or injunction applicable to the proceeds of this Policy as a result of the commencement of such liquidation or reorganization proceeding.

N. **ENTIRE AGREEMENT**

The **Insured** agrees that the Declarations, Policy, including the endorsements, attachments and the **Application** shall constitute the entire agreement between the Insurer or any of its agents and the **Insured** relating to this insurance.

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ENDORSEMENT # 2

This endorsement, effective 12:01 a.m.,04/15/2025 forms a part of

Policy No. PDO7506683 issued to Intracoastal Tower Condo Assn Inc

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCREASED RETENTION FOR BREACH OF CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

1. **Item 4.** of the Declarations is amended to include the following:

   Breach of Contract Claim Retention:
   $ 25,000 for all **Breach of Contract Claims** under Insuring Agreement A.
   $ 25,000 for all **Breach of Contract Claims** under Insuring Agreement B.

2. Section **II. DEFINITIONS** is amended to include the following:

   Breach of Contract Claim means any **Claim** for liability under or breach of any oral, written, or implied contract or agreement or any liability of others assumed by an **Insured** under any oral, written or implied contract or agreement; provided that Breach of Contract Claim does not include:

   a. Any liability under or breach of any employment agreement; or

   b. Such liability or breach to the extent that the **Insured Organization** would have been liable in the absence of such contract or agreement.

3. The following is added to Section **IV. LIMIT OF LIABILITY, RETENTIONS AND INDEMNIFICATION**

   The Retention for each **Claim** set forth in **Item 4**. of the Declarations will not apply to any **Breach of Contract Claim** under the Policy, and instead, the Retention for each **Breach of Contract Claim** will be the **Breach of Contract Claim** Retention for each **Breach of Contract Claim** set forth in **Item 4**. of the Declarations.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT # 3

This endorsement, effective 12:01 a.m.,04/15/2025 forms a part of

Policy No. PDO7506683 issued to Intracoastal Tower Condo Assn Inc

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCREASED RETENTION FOR SPECIFIED CLAIM ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

1. **Item 4**. of the Declarations is amended to include the following:

   Specified Claim Retention:
   $ 10,000 for all **Specified Claims** under Insuring Agreement A.
   $ 10,000 for all **Specified Claims** under Insuring Agreement B.

2. Section **II. DEFINITIONS** is amended to include the following:

   Specified Claim means any **Claim** based upon, directly or indirectly arising out of, or in any way involving any

   special assessment or any assessment with respect to re-certification

3. The following is added to section **IV. LIMIT OF LIABILITY, RETENTIONS AND INDEMNIFICATION**

   The Retention for each **Claim** set forth in **Item 4.** of the Declarations will not apply to any **Specified Claim** under the Policy, and instead, the Retention for each **Specified Claim** will be the **Specified Claim** Retention for each **Specified Claim** set forth in **Item 4.** of the Declarations.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT # 4

This endorsement, effective 12:01 a.m., 04/15/2025 forms a part of

Policy No. PDO7506683 issued to Intracoastal Tower Condo Assn Inc

By **Greenwich Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

1. Section **II**. **DEFINITIONS** is amended to include the following solely for the purposes of this endorsement:

   Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provision of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a Certified Act of Terrorism include the following:

   1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

   2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United State or to influence the policy or affect the conduct of the United States Government by coercion.

   3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any **Loss** that is otherwise excluded under the policy.

2. Section **III**. **EXCLUSIONS** is amended to include the following exclusion:

   Exclusion of Certified Acts of Terrorism

   The Insurer shall not be liable to make any payment for **Loss** and shall have no duty to defend or pay **Defense Expenses**, in connection with any **Claim** made against an **Insured** based upon, directly or indirectly arising out of, or in any way involving any **Certified Act of Terrorism**.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT # 5

This endorsement, effective 12:01 a.m., 04/15/2025 forms a part of

Policy No. PDO7506683 issued to Intracoastal Tower Condo Assn Inc

By **Greenwich Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. However, if your Policy (meaning the Policy Period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date this Policy begins.

   a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Policy; or

   b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to the Insured and with revisions that:

      (1) Increase the Insurer's statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses the Insurer must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

      (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

      (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this Policy.

2. If the provisions of this endorsement become applicable, such provisions:

   a. Supersede any terrorism endorsement already endorsed to this Policy that addresses certified acts of terrorism but only with respect to an incident(s) of terrorism (however defined) which results in a Claim first being made against an Insured on or after the date when the provisions of this endorsement become applicable; and

   b. Remain applicable unless the Insurer notifies the Named Entity of changes in these provisions, in response to federal law.

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3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this Policy, that addresses certified acts of terrorism, will continue in effect unless we notify the Named Entity of changes to that endorsement in response to federal law.

B. The following definition is added to the Definitions section and applies under this endorsement wherever the term **terrorism** is in bold font:

1. **Terrorism** means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added to the Exclusions section:

Exclusion Of Terrorism

We will not pay for any Loss caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. Any Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such Loss. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or

3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or

5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

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6. Fifty (50) or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

   a. Physical injury that involves a substantial risk of death; or

   b. Protracted and obvious physical disfigurement; or

   c. Protracted loss of or impairment of the function of a bodily member or organ.

   Multiple incidents of **terrorism** which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph C.5. or C.6. are exceeded.

   With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **terrorism**, there is no coverage under this Policy.

   The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any Loss that is otherwise excluded under this Policy.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT # 6

This endorsement, effective 12:01 a.m., 04/15/2025 forms a part of

Policy No. PDO7506683 issued to Intracoastal Tower Condo Assn Inc

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

Section **III. EXCLUSIONS**, Item A. **Exclusions Applicable to All Loss** is amended to include the following:

1. This Policy shall not apply to any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a:
   a. **Cyber Act;**
   b. **Cyber Incident**; or
   c. **Data Breach**.

2. For the purposes of this endorsement, the following terms shall have the meanings set forth below:

   a. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

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

   c. **Cyber Incident** means:

      i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

      ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

   d. "**Data Breach**" means:

      i. the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or

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ii. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data.**

e. **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT # 7

This endorsement, effective 12:01 a.m.,04/15/2025 forms a part of

Policy No. PDO7506683 issued to Intracoastal Tower Condo Assn Inc

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREFERRED COMMUNITY ASSOCIATION PROTECTOR INSURANCE POLICY COVERAGE FORM

It is agreed that:

Section **VI. GENERAL CONDITIONS**, E. **CANCELLATION AND RENEWAL OF COVERAGE**, Item 1. is deleted in its entirety and replaced by the following:

1. Except for the nonpayment of premium, as set forth in clause E.2. below, the **Named Entity** has the exclusive right to cancel this Policy prior to the Policy Expiration Date set forth in **Item 2**. of the Declarations. Cancellation may be effected by mailing to the Insurer written notice when such cancellation shall be effective, provided the date of cancellation is not later than the date such notice is received by the Insurer. In such event, the Insurer shall retain the customary short rate portion of the earned premium. The customary short rate return premium will be calculated by multiplying the pro rata unearned premium by ninety percent (90%). Return or tender of the unearned premium is not a condition of cancellation.

All other terms and conditions of this policy remain unchanged.

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