

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

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

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

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

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

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

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

## POLICYHOLDER DISCLOSURE

### NOTICE OF TERRORISM INSURANCE COVERAGE

As we previously notified you, as required by the Terrorism Risk Insurance Act (the Act), as amended, you were offered the opportunity to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80%, BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You rejected the offer of terrorism coverage you received as part of your policy quote and you have no coverage for losses resulting from an act of terrorism as defined in the Act. The premium required for your terrorism

\$3,992

coverage would have been .

**If your policy includes Property coverage in one or more of these states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, or WV; the following statement applies:**

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, even though you rejected the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in Included which your policy provides Property coverage, is . This amount is included in your policy premium and cannot be rejected.

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**If your policy includes Inland Marine coverage in one or more of these states: CA, ME, MO, OR or WI; the following statement applies:**

The terrorism exclusion makes an exception for (and thereby continues your coverage for) direct property damage fire losses resulting from an act of terrorism. Therefore, even though you rejected the offer of terrorism coverage, that rejection does not apply to direct property damage fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to coverage for direct property damage from fire resulting from terrorism in all of the states listed above, in which your policy provides Inland Marine coverage, is N/A and cannot be rejected.

. This amount is included in your policy premium

You need to take no action with respect to this notice. You will receive a bill for your policy premium which will include the amount required for your coverage for fire losses resulting from an act of terrorism, if applicable.

If you have any questions about this notice, please contact your agent.

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## CLAIMS REPORTING OPTIONS

**Phone:**

Call our 24-hour claim service center: 877.248.3455

**Email:**

Email us at [Claims@IntactInsurance.com](mailto:Claims@IntactInsurance.com)

**On-line:**

Use our web-based claim reporting at [www.intactspecialty.com](http://www.intactspecialty.com)

**Fax:**

Fax us at 866.213.2802

**Contact your Intact agent or broker**

Intact Insurance Group USA LLC

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**Policy** 795-02-77 -0000

**Number:** -87

Renewal of: 795-02-41-86-0000

**EXCESS PROPERTY  
POLICY DECLARATIONS**

**EXCESS INSURANCE COMPANY:**

**Homeland Insurance Company of New York**  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

**INSURED'S NAME AND MAILING ADDRESS: PRODUCER NUMBER:**

PARK EAST SQUARE HOMEOWNERS ASSOCIATION C/O TRIO PROPERTY

MANAGEMENT  
PO BOX 208  
NIWOT, CO 80544-0208

11/05/2024  
1202316

11/05/2025

**POLICY PERIOD From: To:**

**At the Time Defined in the Primary Underlying Insurance Policy (If not Defined in the Primary Underlying Insurance Policy, at 12:01 AM Standard Time at the Mailing Address Shown Above)**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THIS POLICY THIS COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY**

**PREMIUM**

<b>POLICY PREMIUM:</b>	X	\$39,924
<b>TERRORISM PREMIUM:</b>	<b>Minimum Earned Premium</b>	\$39,924.00
<b>TOTAL DUE:</b>	<b>Applies</b>	\$0.00
	\$39,924 Rejected	\$1,197.72

In the event of cancellation of this Policy by the first named Insured prior to the expiration of the Policy Period shown above, the following minimum earned premium applies:

35.00% **EARNED** \$13,973  
**MINIMUM PREMIUM**

Cancellation by this Company for non-payment of premium will be deemed cancellation at the first named Insured's request.

**Insureds with Coastal Property Premium Endorsement Applies**

**OBSP 100 04 16 Page 1 of 3 EXCESS LIMIT OF LIABILITY AND PARTICIPATION**

\$27,788,284 (Excess Limit of Liability) (being part of  
50.00% \$55,576,568 \$10,000,000  
(Excess Participation)) excess of in any one "loss occurrence"  
**EXCESS LIMIT OF LIABILITY AND PARTICIPATION** \$27,788,284 50.00% \$55,576,568  
(Excess Limit of Liability) (being part of  
\$10,000,000  
(Excess Participation)) excess of in any one "loss occurrence"

Any Annual Aggregate Limit of Liability and Participation shown above is included within and does not increase the Excess Limit of Liability and Participation shown above.

**TOTAL SUM OF UNDERLYING INSURANCE LIMIT(S):**

\$10,000,000  
in any one "loss

**occurrence"**

**SCHEDULE OF UNDERLYING INSURANCE:**

**PRIMARY UNDERLYING INSURANCE POLICY:**

NATIONAL FIRE & MARINE INSURANCE COMPANY

**PRIMARY UNDERLYING INSURER:**

November 05, 2024 November  
05, 2025

**POLICY NUMBER:**  
12PRM067434-06

**POLICY PERIOD From: To:**

\$10,000,000 100.00%

**LIMIT OF LIABILITY AND PARTICIPATION:** (being part of

\$10,000,000 )

**OTHER UNDERLYING INSURANCE POLICY(IES):**

NONE

**ITEMS OF INSURANCE:**

Real Property; Business Personal Property;

- as shown in the reported values provided by the Insured at the inception of this Policy or added by endorsement during the period of this Policy.

**COVERED EXCESS LOCATIONS:**

- Locations shown in the reported values provided by the Insured at the inception of this Policy or added by endorsement during the period of this Policy.

**THIS POLICY IS SUBJECT TO THE TERMS CONTAINED IN THESE DECLARATIONS AND CONSISTS OF THE FOLLOWING CONDITIONS, COVERAGE FORM(S) AND ANY ENDORSEMENT(S):**

IL P 001-01-04 U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE  
(OFAC)

OB IL 001-10-15 SERVICE OF SUIT

OBSP 001-01-23 Excess Property Policy - Following Form OBSP

002-04-16 Excess Property Conditions

OBSP 100-04-16 Excess Property Policy Declarations OBSP

204-04-20 Loss Occurrence Limit Of Liability Endorsement

OBSP 206-01-19 Ordinance Or Law Exclusion

OBSP 219-09-15 Exclusion Of Certified Acts Of Terrorism **OBSP 100 04 16 Page 2 of 3**

OBSP 234-04-16 Aluminum Wiring Coverage Limitation OBSP

238-04-16 Permission To Add Locations

OBSP 241-04-16 Additional Interests Endorsement OBSP 262-06-22

Exterior Insulation And Finish Systems (EIFS) Limitation - Water  
Damage, Windstorm And Hail Exclusion

PHN 002 IL-12-20 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM  
INSURANCE COVERAGE

PHN 049 OBSP-04-16 Claims Reporting Options

01/08/2025  
DATE OF ISSUANCE

**LAST PAGE OF DECLARATIONS**

**OBSP 100 04 16** Page 3 of 3

POLICY NUMBER: 795-02-77-87-0000  
NAMED INSURED: PARK EAST SQUARE  
HOMEOWNERS ASSOCIATION  
ISSUE DATE: 01/08/2025  
DATE: 11/05/2024  
EFFECTIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SERVICE OF SUIT**

All coverages in this policy are subject to the following condition.



## Service of Suit

1. We designate and authorize the following person as our agent for service of process by certified mail, return receipt requested, for any proceeding instituted by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance made:

General Counsel  
Intact Insurance Specialty Solutions - Legal Department  
605 North Highway 169  
Suite 800  
Plymouth, MN 55441

2. If required by applicable statute, we also designate the Superintendent, Commissioner or Director of Insurance, or other officer or individual specified in the law of the jurisdiction in which this policy is issued, to receive on our behalf service of process for any proceeding instituted by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance. We authorize the Superintendent, Commissioner, Director or other officer or individual upon whom service is made to mail a copy of the process to the person identified in Paragraph 1. above.

3. In Rhode Island, we also designate and authorize the following person as our agent for service of process for any proceeding instituted by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance:

Sherry A. Goldin  
10 Weybosset Street  
Providence, Rhode Island 02903

4. In Oregon, service of process for any proceeding instituted by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance may be made upon the insurance producer in the courts for the county where the insurance producer who registered or delivered the policy resides or transacts business.
5. By agreeing to the service of process provisions above, we do not waive our right to commence an action in any court of competent jurisdiction in the United States, remove an action to a United States District Court or seek a transfer of a case to another court as permitted by the laws of the United States or of any state within the United States.

As used above, the word "insured" means any person or organization qualifying as an insured under the policy, and the words "we," "us" and "our" refer to the company providing this insurance.

## EXCESS PROPERTY POLICY—FOLLOWING FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the phrase "this Policy" refers to the Excess Property Policy – Following Form and the attached Excess Property Policy Declarations ("Declarations"), Excess Property Conditions and endorsements, if any. The word "Insured" refers to any Insured shown in the Declarations, and the phrase "this Company" refers to the issuing Excess Insurance Company shown in the Declarations. Other words and phrases that appear in quotation marks, bold print or both have special meaning. Refer to Section **VI. SPECIAL DEFINITIONS**.

## I. INSURING AGREEMENT

- A. In consideration of the premium shown in the Declarations and subject to the terms, conditions, limitations and exclusions in this Policy, this Company will indemnify the Insured for the Insured's **"ultimate net loss"** in excess of the **"underlying limits"** which are paid or agreed to be paid by all **"underlying insurer(s)"**.
- B. This Company will be liable only after all **"underlying insurer(s)"** have paid or agreed to pay the full amount of the **"underlying limits"** exclusively for loss or damage to **"covered property"**. In no event will the coverage provided under this Policy attach at an amount less than the **"underlying limits"**. Payment for or agreement to pay for loss or damage to property other than **"covered property"** will not erode or exhaust the **"underlying limits"** for purposes of determining the amounts owed under this Policy.
- C. In the event of loss caused by or resulting from more than one peril and for purposes of determining the amounts owed under this Policy, payment under the **"underlying insurance"** or agreement to pay under the **"underlying insurance"** for loss involving any peril not insured under this Policy will erode or exhaust the **"underlying limits"** first. Payment under the **"underlying insurance"** or agreement to pay under the **"underlying insurance"** for loss involving the perils insured under this Policy will then erode or exhaust the remainder of the **"underlying limits"**, if any. However, in no event will payment for or agreement to pay for loss or damage to property other than **"covered property"** erode or exhaust the **"underlying limits"** for purposes of determining the amounts owed under this Policy. Nothing in this paragraph expands coverage under this Policy to any perils otherwise excluded under this Policy.
- D. The insurance provided by this Policy will be subject to the same terms, conditions, limitations and exclusions as the property coverage provided under the **"primary underlying insurance"**, except for the limits of liability, any amount due under this Policy, any renewal agreement or cancellation provision, any obligation to investigate or defend, and except as provided elsewhere in this Policy. In no event will this Policy provide coverage for loss or damage to property insured by any **"underlying insurance"** that is not **"covered property"** nor will this Company indemnify the Insured for any loss, damage or perils not insured under this Policy.
- E. Coverage provided under this Policy will not be broader than that provided by the **"underlying insurance"**. If the terms, conditions, limitations or exclusions in this Policy are more restrictive than those of the **"primary underlying insurance"**, the more restrictive provisions of this Policy will apply.

## II. MAINTENANCE OF UNDERLYING INSURANCE AND UNDERLYING LIMITS

The Insured warrants and it is a condition of this Policy that the **"underlying insurance"**, with total combined limits of liability in an amount not less than the **"underlying limits"** in any one **"loss occurrence"**, provides coverage exclusively for **"covered property"** and is in full force and effect at the inception and during the period of this Policy. If during the period of this Policy the **"underlying insurance"** is not maintained in full force and effect, or if there is any change, without the consent of this Company, in the **"underlying insurance"** coverage, **"underlying limits"**, or **"covered property"**, the coverage provided by this Policy will then apply in the same manner as if the **"underlying insurance"**, **"underlying limits"** or **"covered property"** had been so maintained and unchanged.

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## III. LIMITS OF LIABILITY

### A. Excess Limit of Liability and Participation

1. This Policy's limit of liability in any one **"loss occurrence"** is the Excess Limit of Liability shown in the Declarations. Upon exhaustion of the **"underlying limits"**, and subject to the terms, conditions, limitations and exclusions of this Policy, this Company will be liable for its Excess Participation shown in the Declarations of the **"ultimate net loss"** to the Insured that is excess of the **"underlying limits"** up to the Excess Limit of Liability shown in the Declarations.

2. The total limit of recovery in any one **“loss occurrence”** under this Policy will not exceed the lesser of the following, regardless of the number or type of coverages, property or locations involved or affected:
  - a. The actual adjusted amount of loss, less the **“underlying limits”** and applicable deductibles;
  - b. The interest of the Insured, less the **“underlying limits”** and applicable deductibles; or
  - c. The Excess Limit of Liability and Participation shown in the Declarations.
3. The inclusion of more than one Insured shall not operate to increase this Company’s Excess Limit of Liability and Participation shown in the Declarations.

## B. Underlying Insurance Sublimits

Application of any **“sublimit”** specified in any **“underlying insurance”**:

1. The maximum recovery in any one **“loss occurrence”** for any coverage, peril or location subject to a **“sublimit”** specified in any **“underlying insurance”** will be the **“sublimit”** specified in any **“underlying insurance”**. The insurance provided under this Policy does not apply to loss or damage in excess of any **“sublimit”** specified in the **“underlying insurance”**, and in no event will this Policy drop down below the **“underlying limits”** and pay excess over any **“sublimit”** specified in any **“underlying insurance”**.
2. For purposes of determining the amounts owed under this Policy, the actual payment or agreement to pay of any **“sublimit”** specified in any **“underlying insurance”** will erode or exhaust the **“underlying limits”** but only to the extent of such **“sublimits”**. In no event, however, will payment for or agreement to pay for loss or damage to property other than **“covered property”** erode or exhaust the **“underlying limits”** for purposes of determining the amounts owed under this Policy.

## IV. COVERAGE LIMITATIONS

A. In no event will this Company indemnify any Insured for the following:

1. Removal of any **“harmful materials”**;
  2. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating the removal of any **“harmful materials”**; or
  3. Any governmental direction or request declaring that any **“harmful materials”** present in or part of or utilized on any undamaged portion of the Insured’s property can no longer be used for which it was intended or installed and must be removed or modified;
- including any resulting time element loss, such as business income loss, incurred extra expense or loss of rents.

B. In no event will this Company indemnify any Insured for the following:

1. To extract or remove contaminants or **“pollutants”** from debris;
  2. To extract or remove contaminants or **“pollutants”** from land or water;
  3. To extract, remove, restore or replace contaminated or polluted land or water;
  4. Costs or expenses associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat detoxify or neutralize, or in any way respond to or assess the effects of contaminants or **“pollutants”**;
  5. To transport any property or debris to a site for storage or decontamination required because the property or debris is infected by contaminants or **“pollutants”**, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;
- or

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6. To store or otherwise dispose of any property because of contaminants or **“pollutants”** infect the property;
- including any resulting time element loss, such as business income loss, incurred extra expense or loss of rents.

C. In no event, will this Company indemnify any Insured for loss of or damage to **“electronic data”**, including any resulting time element loss, such as business income loss, incurred extra expense or loss of rents. Loss of or damage to **“electronic data”** includes the destruction, distortion, erasure, corruption or alteration of **“electronic data”**.

- D. In no event will this Company indemnify any Insured for costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

## V. EXCLUSIONS

This Policy does not insure against loss or damage caused directly or indirectly by or resulting from any of the following. Except as otherwise specifically stated, these exclusions apply to and limit or bar coverage under this Policy for loss or damage that may be covered by “**underlying insurance**”. Such loss or damage is excluded regardless of any other peril, cause or event contributing concurrently or in any sequence to the loss. Such loss or damage is also excluded regardless of whether the event is caused by an act of nature, due to a man-made cause, due to an artificial cause or is otherwise caused; occurred suddenly or gradually; involved isolated or widespread damage; or occurred as a result of any combination of the following.

### A. Boilers, Turbines and Engines

Explosion, rupture, bursting, cracking, burning or bulging of steam boilers, steam turbines, gas turbines and steam engines nor for rupture, bursting, cracking, burning or bulging of pressure vessels or piping or apparatus attached to any of the foregoing while all such property is owned, leased, operated or controlled by the Insured or under its obligation to insure (except loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass).

### B. Contaminants or Pollutants

Actual, alleged, or threatened release, discharge, dispersal, seepage, migration, release or escape of toxic or hazardous substances, contaminants or “**pollutants**”, at any time regardless of whether sudden or accidental, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this Policy.

### C. Cyber Incident

1. Unauthorized access to or use of any “**computer system**”.
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any “**computer system**” and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any “**computer system**” or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any “**computer system**”, or otherwise disrupts its normal functioning or operation.

### D. Earthquake

Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event. But if Earthquake, as described in this Paragraph, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

### E. Earth Movement

1. Landslide, including any earth sinking, rising or shifting related to such event;
2. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
3. Earth sinking (including sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface; or

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4. Volcanic eruption, explosion or effusion.

But if Earth Movement, as described in E.1. through E.4. above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

### F. Electrical, Magnetic or Electromagnetic Energy

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

1. Electrical or electronic wire, device, appliance, system or network; or

2. Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes: **a.** Electrical current, including arcing;

- b.** Electrical charge produced or conducted by a magnetic or electromagnetic field;
- c.** Pulse of electromagnetic energy; or
- d.** Electromagnetic waves or microwaves.

#### **G. Fungus, Wet Rot, Dry Rot, Virus or Bacteria**

Actual or threatened existence, growth, presence, proliferation, spread, release, transmission, migration, dispersal or any activity of “**fungus**”, wet rot, dry rot, virus or bacteria. This Policy does not cover the costs or expenses of removal, disposal, decontamination or replacement of “**covered property**” which has been contaminated by “**fungus**”, wet rot, dry rot, virus or bacteria.

#### **H. Mechanical Breakdown**

Mechanical breakdown, including rupture or bursting caused by centrifugal force.

#### **I. Nuclear Hazards**

Controlled or uncontrolled nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused. This includes the release, dispersal or application of radioactive material, or the use of a nuclear weapon or device that involves a nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination.

#### **J. Pathogenic or Poisonous Chemical or Biological Materials**

Controlled or uncontrolled application, discharge, dispersal, escape, migration or release of, or exposure to, any pathogenic or poisonous chemical or biological materials or agents, however caused.

#### **K. Flood**

- 1.** Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- 2.** Mudslide or mudflow; or
- 3.** Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **K.1.** or material carried or otherwise moved by mudslide or mudflow.

As noted above, this exclusion applies regardless of whether any of the above, in Paragraphs **K.1.** through **K.3.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

#### **L. Water**

- 1.** Water, or other material, that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- 2.** Water under the ground surface pressing on, or flowing or seeping through:
  - a.** Foundations, walls, floors or paved surfaces;
  - b.** Basements, whether paved or not; or
  - c.** Doors, windows or other openings; or
- 3.** Waterborne material carried or otherwise moved by any of the water or material referred to in Paragraph **L.1.** or **L.2.**

When state Standard Fire Policy Law requires it, we will pay for resulting fire damage caused by or resulting from an otherwise excluded peril, subject to the terms, conditions and limitations in this Policy. With respect to such coverage, we will pay only for loss or damage caused by that resulting fire. Such coverage will not include any resulting time element loss, such as business income loss, incurred extra expense or loss of rents.

## **VI. SPECIAL DEFINITIONS**

**A. “Covered property”** means the Items of Insurance shown in the Declarations that are located at the

Covered Excess Locations shown in the Declarations.

**“Covered property”** does not include:

1. An item of insurance or location that is insured by any **“underlying insurance”** but not included in the Items of Insurance shown in the Declarations or Covered Excess Locations shown in the Declarations; or
  2. **“Electronic data”**.
- B. “Computer system”** means any computer, **“hardware”**, **“media”**, **“electronic data”**, software, communications or networking system, electronic device (including smart phones, laptops, tablets, wearable devices), 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.
- C. “Electronic data”** means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs here means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This does not apply to prepackaged software held in storage or for sale, if any.
- D. “Fungus”** means any type or form of mold, spore or fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- E. “Hardware”** means a network of machine components including computer systems, telephone systems and electrical panels capable of accepting data, processing it through instruction by software, and producing the desired results.
- F. “Harmful materials”** means asbestos, dioxins, and polychlorinated biphenyls.
- G. “Loss occurrence”** is ascribed the same meaning as the definition of “loss occurrence” or “occurrence” provided in the **“primary underlying insurance”**. If the **“primary underlying insurance”** does not define “loss occurrence” or “occurrence”, **“loss occurrence”** means any one loss, disaster, casualty or series of losses, disasters or casualties arising out of one event. When the term **“loss occurrence”** applies to loss or losses from the perils of windstorm (including cyclone, hurricane or tornado), hail, flood, earthquake, riot, riot attending a strike, civil commotion, or vandalism and malicious mischief, one event means all losses arising during a continuous period of 72 hours. When the term **“loss occurrence”** applies to loss or losses from the peril of volcanic eruption, explosion or effusion, one event means all losses arising during a continuous period of 168 hours. When filing proof of loss, the Insured may elect the moment at which the 72-hour period, or in the case of volcanic eruption, explosion or effusion, 168- hour period, will be deemed to have commenced, which may not be earlier than the time when the first loss to **“covered property”** occurs.
- H. “Media”** means all forms of electronic, magnetic and optical tapes and discs, drums, cells, paper tapes and cards, or other storage devices.
- I. “Other underlying insurance”** means the Other Underlying Insurance Policy(ies), if any, shown in the Schedule of Underlying Insurance shown in the Declarations.
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**COMMERCIAL EXCESS PROPERTY**
- J. “Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- K. “Primary underlying insurance”** means the Primary Underlying Insurance Policy shown in the Schedule of Underlying Insurance shown in the Declarations.
- L. “Sublimit”** means a limit of liability specified in the **“underlying insurance”** for a specified coverage, peril or location that is included within and does not increase the Total Sum of Underlying Insurance

Limit(s) shown in the Declarations.

- M. “Ultimate net loss”** means the actual amount of loss or damage sustained by the Insured in any one **“loss occurrence”** as a result of direct physical loss of or direct physical damage to **“covered property”** that occurs during the period of this Policy and caused by perils insured under this Policy, after making deductions for all salvages, recoveries and any and all other insurance except this Policy and the **“underlying insurance”**.
- N. “Underlying insurance”** means the **“primary underlying insurance”** and any **“other underlying insurance”**.
- O. “Underlying insurer(s)”** means the Primary Underlying Insurer and all of the Other Underlying Insurers, if any, shown in the Schedule of Underlying Insurance shown in the Declarations.
- P. “Underlying limits”** means the Total Sum of Underlying Insurance Limit(s) shown in the Declarations in any one **“loss occurrence”**.

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COMMERCIAL EXCESS PROPERTY

## **EXCESS PROPERTY CONDITIONS**

### **A. ABANDONMENT**

There can be no abandonment to this Company of any property.

### **B. ASSIGNMENT**

Neither this Policy nor the proceeds of this Policy can be assigned, either before or after a loss, to another party without this Company’s consent.

### **C. BANKRUPTCY, INSOLVENCY OR UNCOLLECTIBILITY OF UNDERLYING INSURANCE** In the event of the

bankruptcy, insolvency or other financial impairment of any “**underlying insurer**” this Policy will apply as if all “**underlying insurance**” were valid and collectible. This Company will not be liable for the obligations of any such “**underlying insurer**”, and this Policy will not replace any such “**underlying insurance**”. This Company does not insure or assume, under any circumstances, the risk of uncollectibility (in whole or part), whether because of bankruptcy, insolvency or financial impairment of any “**underlying insurer**” or for any other reason. Rather, the risk of such uncollectibility is expressly retained by the Insured.

#### **D. CANCELLATION**

1. The first named Insured may cancel this Policy by mailing or delivering to this Company or any of its authorized agents advance written notice of cancellation.
2. This Company may cancel this Policy by mailing or delivering to the first named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. This Company will mail or deliver our notice to the first named Insured’s last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If the first named Insured cancels this Policy, earned premium will be computed in accordance with the customary short rate table and procedure. If this Company cancels, earned premium will be calculated pro rata. Premium adjustment may be made at the time cancellation is effective. If not made then, premium adjustment will be made as soon as practicable after the cancellation becomes effective. This Company’s check or the check of its representative mailed or delivered will be sufficient tender of any refund of premium due to the first named Insured. The cancellation will be effective even if this Company has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **E. CHANGES**

This Policy contains all the agreements between this Company and the Insured concerning the insurance afforded. Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person will not affect a waiver or a change in any part of this Policy or stop this Company from asserting any right under the terms of this Policy. The terms of this Policy can be amended or waived only by endorsement issued by this Company and made a part of this Policy.

#### **F. CONFORMITY TO STATUTE**

Terms of this Policy which are in conflict with any applicable statutes or regulations are hereby amended to conform to such statutes or regulations.

#### **G. DUTIES IN THE EVENT OF LOSS OR DAMAGE**

1. The Insured must see that the following are done in the event of loss or damage to “**covered property**”:
  - a. Notify the police if a law may have been broken.
  - b. Give this Company prompt notice of the loss or damage. Include a description of the property involved.

- c. As soon as possible, give this Company a description of how, when and where the loss or damage occurred.
- d. Take all reasonable steps to protect the “**covered property**” from further damage, and keep a record of expenses necessary to protect the “**covered property**” for consideration in the settlement of the claim. The expenses necessary to protect the “**covered property**” will be apportioned between the interests concerned in the ratio of their respective loss payments as finally settled. However, this will not increase the Excess Limit of Liability and Participation. This Company will not pay for any subsequent loss or damage resulting from a peril that is not covered under this Policy. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- e. At this Company’s request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- f. As often as may be reasonably required, permit this Company to inspect the property proving the





If there is other insurance covering the same loss or damage, this Company will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether the Insured can collect on it or not. But this Company will not pay more than the Excess Limit of Liability and Participation shown in the Declarations.

#### **M. PAYMENT OF LOSS**

This Company will pay for covered loss or damage within 60 days after we receive the sworn proof of loss, if the Insured has complied with all of the terms of this Policy, and:

1. This Company has reached agreement with the Insured on the amount of loss; or
2. An appraisal award has been made.

Bankruptcy or insolvency of the Insured will not relieve this Company of any of its obligations under this Policy. However, no loss will be paid under this Policy if the Insured has collected the amount of the loss or damage from others.

#### **N. PRIVILEGE TO ADJUST WITH OWNER**

This Company may adjust losses with the owners of lost or damaged property if other than the Insured. If we pay the owners, such payments will satisfy the Insured's claims against us for the owners' property. This Company will not pay the owners more than their financial interest in the "**covered property**".

This Company may elect to defend the Insured against suits arising from claims of owners of property. We will do this at our expense. No action of this Company in such regard will increase the liability of this Company under this Policy, nor increase the Excess Limit of Liability and Participation shown in the Declarations.

#### **O. SALVAGE OR RECOVERIES**

When, in connection with any loss under this Policy, any salvage or recovery is received after loss settlement, the loss will be calculated on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other will be paid promptly.

The expense of all proceedings necessary to such recoveries will be apportioned between the interests concerned in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are conducted solely by this Company, this Company will pay such expenses.

#### **P. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom this Company makes payment under this Policy has rights to recover damages from another, those rights are transferred to this Company to the extent of our payment. That person or organization must do everything necessary to secure this Company's rights and must do nothing after loss to impair them. But the Insured may waive its rights against another party in writing:

1. Prior to a loss covered under this Policy.
2. After a loss covered under this Policy only if, at time of loss, that party is one of the following:
  - a. Someone insured by this Policy;
  - b. A business firm:
    - (1) Owned or controlled by the Insured; or
    - (2) That owns or controls the Insured; or
  - c. The Insured's tenant.

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#### **VALUATION**

This will not restrict insurance under this Policy. **Q.**

#### **COMMERCIAL EXCESS PROPERTY**

Property insured under this Policy will be valued according to the terms of the Primary Underlying Insurance Policy shown in the Schedule of Underlying Insurance shown in the Declarations.

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COMMERCIAL EXCESS PROPERTY 795-02-77-87-0000

POLICY NUMBER:

NAMED INSURED: HOMEOWNERS ASSOCIATION

PARK EAST SQUARE

ISSUE DATE: EFFECTIVE

01/08/202 DATE:

5 11/05/202

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LOSS OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY POLICY – FOLLOWING FORM

The following replaces Paragraph **2.** of Paragraph **A. Excess Limit of Liability and Participation** of Section **III. LIMITS OF LIABILITY:**

- 2.** The Excess Limit of Liability and Participation shown in the Declarations is the total limit of this Company's liability applicable to each **"loss occurrence"**. Notwithstanding any other terms and conditions of this Policy, in no event will the liability of this Company exceed this limit regardless of the number or type of items of insurance involved or affected or Covered Excess Locations shown in the Declarations which had the loss.

Subject to the paragraph above, the limit of recovery in any one **"loss occurrence"** under this Policy will not exceed the least of the following:

**a.** The actual adjusted amount of loss, less the **"underlying limits"** and applicable deductibles; **b.** The reported value, as shown on the most recent reported values provided by the Insured and on file with this Company, for each scheduled item of insurance insured at the Covered Excess Location shown in the Declarations which had the loss, less the **"underlying limits"** and applicable deductibles. If no value, item or location is reported to this Company then there is no coverage; **c.** The interest of the Insured, less the **"underlying limits"** and applicable deductibles; or **d.** The Excess Limit of Liability and Participation shown in the Declarations.

If the **"loss occurrence"** involves more than one Covered Excess Location or scheduled item of insurance, the liability of this Company will be determined separately for each individually scheduled item of insurance.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

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POLICY NUMBER:  
NAMED INSURED: HOMEOWNERS ASSOCIATION  
PARK EAST SQUARE



HOMEOWNERS ASSOCIATION

ISSUE DATE:                      DATE:

01/08/202 11/05/202

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ALUMINUM WIRING COVERAGE LIMITATION**

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY POLICY – FOLLOWING FORM

The following limitation is added to the **COVERAGE LIMITATIONS** Section:

**Aluminum Wiring Coverage Limitation**

In no event will this Company indemnify any Insured for loss or damage (including any resulting time element loss, such as business income loss, incurred extra expense or loss of rents) caused by fire

to: **1.** Any building with aluminum wiring; or

**2.** Any business personal property located within any building with aluminum wiring.

**ALL OTHER TERMS AND CONDITIONS REMAIN**

**UNCHANGED**

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POLICY NUMBER:

NAMED INSURED: HOMEOWNERS ASSOCIATION

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **PERMISSION TO ADD LOCATIONS**

This endorsement modifies insurance provided under the following:

- EXCESS PROPERTY POLICY – FOLLOWING FORM
- EXCESS PROPERTY POLICY – NAMED PERIL FORM
- EXCESS PROPERTY POLICY – BROAD FORM
- EXCESS PROPERTY POLICY – DIFFERENCE IN CONDITIONS FORM

The following is added to your EXCESS PROPERTY CONDITIONS:

#### **Permission to Add Locations Required**

This Company must approve the addition of all new locations added after the inception of this Policy prior to binding coverage for such locations under this Policy. If such approval is not obtained, the indemnity provided by this Policy will then apply in the same manner as if the new location was not added.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

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POLICY NUMBER:

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INTERESTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- EXCESS PROPERTY POLICY – FOLLOWING FORM
- EXCESS PROPERTY POLICY – NAMED PERIL FORM
- EXCESS PROPERTY POLICY – BROAD FORM
- EXCESS PROPERTY POLICY – DIFFERENCE IN CONDITIONS FORM

Additional Interests under this Policy, including Named Insureds, Additional Insureds, Additional Named Insureds, Mortgagees, Lender Loss Payees or Loss Payees, are the same as the Additional Interests identified in the



**“primary underlying insurance”** that have an interest in the **“covered property”**. Loss or damage covered under this Policy will be payable to such Additional Interests as their interests may appear and in accordance with the terms, conditions, limitations and exclusions of this Policy.

Nothing in this endorsement increases the Excess Limit of Liability and Participation shown in the

Declarations. **ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

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NAMED INSURED: HOMEOWNERS ASSOCIATION

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS) LIMITATION –  
WATER DAMAGE, WINDSTORM AND HAIL EXCLUSION**

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY POLICY – FOLLOWING FORM  
EXCESS PROPERTY POLICY – NAMED PERIL FORM

The following limitation is added to the **COVERAGE LIMITATIONS** Section:

**Exterior Insulation and Finishing Systems (EIFS) Limitation**

In no event will this Company indemnify any Insured for loss of or damage (including any resulting time element loss, such as business income loss, incurred extra expense or loss of rents) caused by or resulting from water damage, windstorm or hail to any building with an Exterior Insulation and Finish System (EIFS).

For purposes of this limitation, Exterior Insulation and Finish System (EIFS) means:

A non-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

For purposes of this limitation, water damage means:

Damage to property resulting from:

- 1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- 2. Water, or other material, that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- 3. Water under the ground surface pressing on, or flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - b. Basements, whether paved or not; or
  - c. Doors, windows or other openings; or
- 4. Waterborne material carried or otherwise moved by any of the water or material referred to in the paragraphs above.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY POLICY – FOLLOWING FORM  
EXCESS PROPERTY POLICY – NAMED PERIL FORM  
EXCESS PROPERTY POLICY – BROAD FORM  
EXCESS PROPERTY POLICY – DIFFERENCE IN CONDITIONS FORM

### SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

	State(s)	Coverage Form, Coverage Part Or Policy
CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, VA, WA, WI, WV		Following Form
Excess Property Policy -		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** The following definition is added with respect to the provisions of this endorsement: **“Certified act of terrorism”** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions 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 States or to influence the policy or affect the conduct of the United States Government by coercion.

- B.** The following exclusion is added:

#### **CERTIFIED ACT OF TERRORISM EXCLUSION**

This Company will not pay for loss or damage caused directly or indirectly by a **“certified act of terrorism”**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### **C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

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POLICY NUMBER:

NAMED INSURED: HOMEOWNERS ASSOCIATION

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If a **“certified act of terrorism”** results in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to **“covered property”**. Therefore, for example, the coverage does not apply to Business Income or Extra Expense insurance coverage

provided under this Policy, if any.

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

**D. Application Of Other Exclusions**

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

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**