



Paragon Specialty Property

Underwriting by: Paragon Insurance Holdings LLC
on behalf of the Carriers shown on the Declarations Page
Home Office: 45 Nod Road. Avon, CT 06001
Phone: 800-285-4081 Fax: 860-516-4876

In Witness Whereof, the company has caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read "Michael R. Denton", is written over a horizontal line.

Michael R. Denton
President

The information contained herein replaces any similar information contained elsewhere in the policy.

COMMON POLICY DECLARATIONS

SP132346-01
Renewal of Account ID

Account ID
SP132346-02



Paragon Specialty Property

Underwriting on behalf of the Carriers Listed Below

ITEM 1. NAMED INSURED AND MAILING ADDRESS

Park East Square Homeowners Association
1075 Monroe Dr
Boulder CO 80303

PRODUCER NAME AND ADDRESS

Paragon Insurance Holdings, LLC
45 Nod Road
Avon CT 06001

ITEM 2. POLICY PERIOD

From: 11/5/2025

To: 11/5/2026

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: Condominiums

This Policy consists of the following coverage parts for which a premium is indicated – The premium may be subject to adjustment

COMMERCIAL PROPERTY COVERAGE PART	CERTIFICATE/POLICY No.	Property Premium	TRIA Premium
Scottsdale Insurance Company	BXS0007058	\$26,922	Rejected
Convex Insurance UK	CVX240608-01	\$15,789	Rejected
Obsidian Specialty Insurance Company	PAC-PR00001282-00	\$10,526	Rejected
Point Excess and Surplus Insurance Company	SEN0004763-00	\$5,263	Rejected

Total Policy Premium: \$58,500

Modeling Fee \$750.00
Policy Admin Fee \$1,750.00

Total Policy Premium Including Fees \$61,000

Form(s) and Endorsements(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

This contract is delivered as surplus line coverage under the Nonadmitted Insurance Act. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the Colorado Insurance Guaranty Association Act.



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

SCHEDULE OF NAMED INSUREDS

Account ID: SP132346-02

Effective Date: 11/5/2025
12:01 A.M., Standard Time

Named Insured: Park East Square Homeowners Association

Park East Square Homeowners Association

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

For Policies where a Fee is being charged, the following applies:

The cost of the insurance coverage provided herein includes a fee to a wholesale intermediary in addition to the premium charges.

Broker Name/Initials: Josh Ammons

Colorado Premium: \$58,500.00

Fees: \$2,500.00

Surplus Lines Tax: \$106.76

SL Transaction Fee: \$1,830.00

Schedule of Forms

Named Insured: Park East Square Homeowners Association

Policy No: SP132346-02

Paragon Specialty Property

Common Forms Package

Form Name	Form Number
COVER PAGE	PSP-00001 04-22
COMMON POLICY DECLARATIONS	PSP-00003 04-22
SCHEDULE OF NAMED INSUREDS	PSP-00005 04-22
SCHEDULE OF FORMS AND ENDORSEMENTS	PSP-00007 04-22
SEVERAL LIABILITY NOTICE	PSP-00008 04-22
MINIMUM EARNED PREMIUM	PSP-00011 04-22
EXCESS SUPPLEMENTAL DECLARATIONS	PSP-00012 04-22
EXCESS COMMERCIAL PROPERTY COVERAGE FORM (FOLLOW FORM)	PSP-00014 (4-25)
SCHEDULED LIMIT OF LIABILITY ENDORSEMENT	PSP-00015 (01-24)
PRIOR DAMAGE EXCLUSION	PSP-00017 04-22
EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION	PSP-00018 02-23
EXCLUSION-PROPERTY IN THE COURSE OF CONSTRUCTION	PSP-00019 04-22
OFFICE OF FOREIGN ASSETS CONTROL(OFAC) REGULATIONS	PSP-00022 05-22
HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT	PSP-00023 (3-25)
CLAUSE DELETION ENDORSEMENT	PSP-00024 05 -22
COVERED TERRITORY	PSP-00028 09-22
NAMED WINDSTORM - FLOOD DEFINITION	PSP-00030 (3-23)
EXCLUDED PERILS ENDORSEMENT	PSP-00033 (11-23)
LIMITATIONS ON COVERAGE FOR ROOF SURFACING	PSP-00035 (12-23)
ASBESTOS ENDORSEMENT	PSP-00036 (1-24)
COMMON POLICY CONDITIONS	IL 00 17 11-98
COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD	IL 01 69 09-07
EXCLUSION OF CERTIFIED ACTS OF TERRORISM	IL 09 53 01 15
NOTICE - FRAUD WARNINGS	NOTX0650CW (03-24)

Point Excess and Surplus Insurance Company

Form Name	Form Number
SIGNATURE PAGE	CLS 0104 05 24
PRIVACY NOTICE	458 06-24
CLAIM REPORTING	CLS 0107 12 24
CYBER INCIDENT EXCLUSION	CP 10 75 12 20
EXCLUSION OF LOSS DUE TO VIRUS	CP 01 40 07 06
POLLUTION EXCLUSION	CLS 0109 12 24
SERVICE OF SUIT - CO	CLS 0108 12 24

Convex Insurance UK

Form Name	Form Number
POLICY JACKET - CONVEX	CPJ0001 (7/24)
APPLICABLE LAW USA	LMA 5021 09 05
BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION	NMA 2962 06-2003
CANCELLATION CLAUSE	NMA 1331 04 61
CLAIM REPORTING INFORMATION	PSP-00002a (8-24)
PSP-00007 04-22	

COMMUNICABLE DISEASE ENDORSEMENT	LMA 5393 03-2020
CONVEX SERVICE OF SUIT CLAUSE (U.S.A)	CL355B (10-20)
ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)	NMA 2802 12-97
FRAUDULENT CLAIM CLAUSE	LMA 5062 09-2006
MICROORGANISM EXCLUSION (Absolute)	LMA 5018 9-2005
PROPERTY CYBER AND DATA ENDORSEMENT	LMA 5400 11-2019
RADIOACTIVE CONTAMINATION	NMA 1191 07-59
SANCTIONS SUSPENSION CLAUSE	LMA 3200 10-23
SEVERAL LIABILITY NOTICE	LSW1001 08-94
TERRORISM EXCLUSION ENDORSEMENT	NMA 2920 10 01
WAR AND CIVIL WAR EXCLUSION CLAUSE	NMA 0464 01 38

Scottsdale Insurance Company

Form Name	Form Number
COVER PAGE	UTS-COVPG 03-21
CLAIM REPORTING INFORMATION	NOTX0178CW 03-16
CYBER EXCLUSION	UTS-494 05-19
POLLUTION EXCLUSION—PROPERTY	UTS-559 04-20
VIRUS, BACTERIUM, MICROORGANISM AND COMMUNICABLE DISEASE EXCLUSION—PROPERTY	UTS-560 04-20
SERVICE OF SUIT – CO	UTS-9G (11-24)

Obsidian Specialty Insurance Company

Form Name	Form Number
CLAIM REPORTING INFORMATION	PSP-00002 04-22
SIGNATURE PAGE	OSIC001 12-20
CUSTOMER NOTICE OF PRIVACY POLICY AND PRODUCER COMPENSATION PRACTICES DISCLOSURE	OPN007 09-20
SERVICE OF SUIT CLAUSE	OIL001 12-20
CYBER EXCLUSION	OBS101 05-22
TOTAL POLLUTION EXCLUSION	OBS103 05-22
VIRUS, BACTERIA, COMMUNICABLE DISEASE EXCLUSION	OBS104 05-22
WAR AND MILITARY ACTION EXCLUSION	OBS105 05-22



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEVERAL LIABILITY NOTICE

In the event a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls the applicable coverage under this policy. This endorsement does not change any other provision of the insurance policy to which it is affixed. This endorsement is a part of this insurance policy and takes effect on the effective date of this insurance policy unless another effective date is shown.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract.

An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

Each company has underwritten a proportion of the total limit shown. The liability of each carrier is several and not joint with other carriers. A carrier is liable only for that carrier's proportion of the overall limit. A carrier is not jointly liable for any other carrier's proportion of the overall limit.

Nor is any carrier otherwise responsible for any liability of any other insurer that may underwrite this contract.

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



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 35% of the original premium.

Account ID: SP132346-02

Effective Date: 11/5/2025
12:01 A.M., Standard Time

Named Insured: Park East Square Homeowners Association



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

COMMERCIAL PROPERTY COVERAGE PART EXCESS

SUPPLEMENTAL DECLARATIONS EXTENSION

ITEM 1. INSURED PREMISES

AS PER SCHEDULE ON FILE WITH COMPANY

THE PREMIUM FOR THIS POLICY IS BASED ON THE TOTAL INSURABLE VALUES OF: \$65,576,568

ITEM 2. COVERED CAUSES OF LOSS

Including All Risk of Direct Physical Loss or Damage, Wind Excluding Earthquake, Flood/Storm Surge, Equipment Breakdown, TRIPRA

ITEM 3. COVERED PROPERTY

Buildings
Business Personal Property

ITEM 4. PRIMARY INSURANCE

PRIMARY INSURER(S)	POLICY NUMBER	LIMIT/PARTICIPATION
ILLINOIS UNION	D39222012 001	\$5,000,000

ITEM 5. UNDERLYING EXCESS INSURANCE

PER SCHEDULE ON FILE WITH COMPANY

ITEM 6. LIMIT OF INSURANCE

LAYER	CARRIER	PARTICIPATION OF LIABILITY	POLICY NUMBER	PARTICIPATION PREMIUM	TRIPRA
1	Convex Insurance UK	\$15,000,000 P/O \$55,576,568 (26.99%) XS \$10,000,000	CVX240608-01	\$15,789	Rejected
1	Obsidian Specialty Insurance Company	\$10,000,000 P/O \$55,576,568 (17.99%) XS \$10,000,000	PAC-PR00001282-00	\$10,526	Rejected
1	Point Excess and Surplus Insurance Company	\$5,000,000 P/O \$55,576,568 (9.00%) XS \$10,000,000	SEN0004763-00	\$5,263	Rejected
1	Scottsdale Insurance Company	\$25,576,568 P/O \$55,576,568 (46.02%) XS \$10,000,000	BXS0007058	\$26,922	Rejected



Paragon Specialty Property

Underwriting on behalf of Carriers listed on the declarations page, herein called the Company

EXCESS COMMERCIAL PROPERTY COVERAGE FORM (FOLLOW 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 words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **D. Definitions**.

A. Insuring Agreement

We will indemnify you for the "ultimate net loss" in excess of the "primary insurance" and "underlying excess insurance" for direct physical loss of or damage to Covered Property at the Insured Premises, subject to the following:

1. The "occurrence" takes place during the Policy Period as stated in **ITEM 2.** of the Common Policy Declarations;
2. The loss or damage is covered by and defined in the "primary insurance"; and
3. The loss or damage is caused by or resulting from the Covered Causes Of Loss as described in **ITEM 2.** of the Excess Supplemental Declarations.

Subject to our Limit of Insurance, terms, conditions, exclusions and endorsements; if any, and, except as otherwise stated in this policy, we agree to follow-form of the terms, conditions, exclusions, definitions and endorsements as issued by the "primary insurance."

B. Limit Of Insurance

The Limit of Insurance shown in **ITEM 6.** of the Excess Supplemental Declarations will apply as follows:

1. The Limit of Insurance is the most we will pay for loss or damage in any one "occurrence." In no event, shall our liability exceed this limit or amount in any one "occurrence" irrespective of the number of locations involved.
2. The Limit of Insurance only applies after the "primary insurance" and "underlying excess insurance" limit(s) have been paid, or they have all admitted liability for the full amount of their limit(s).
3. If there is no recovery available because of the insolvency, or a declaration of impairment or insolvency of the "primary insurance" and/or the "underlying excess insurance" insurer(s), coverage under this policy shall apply as if the "primary insurance" and "underlying excess insurance" limits of insurance were in full effect and recoverable.
4. Our liability shall be limited to the least of the following:
 - a. The actual "ultimate net loss" in excess of the "primary insurance" and "underlying excess insurance."
 - b. The Limit of Insurance defined in the Margin Clause Endorsement, Occurrence Limit of Liability Endorsement or the Occurrence Limit of Liability With Margin Clause Endorsement, if attached to the policy.
 - c. The Limit of Insurance shown on the Excess Supplemental Declarations or endorsed on to this policy.

C. Conditions

1. Application of Recoveries

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Coverage Part shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between you and us.

2. Maintenance of Primary and Underlying Excess Insurance

- a. Any "primary insurance" and "underlying excess insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of limits in accordance with the provisions of such "primary insurance" and "underlying excess insurance" that results from loss or damage to which this insurance applies. Such exhaustion or reduction is not a failure to maintain "primary insurance" and "underlying excess insurance." Failure to maintain "primary insurance" and "underlying excess insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy will apply as if the "primary insurance" and "underlying excess insurance" were in full effect.
- b. The Named Insured must notify us in writing, as soon as practicable, if any "primary insurance" and "underlying excess insurance" is cancelled, not renewed, replaced or otherwise terminated (bankruptcy or insolvency), or if the limits or scope of coverage of any "primary insurance" and "underlying excess insurance" is changed.

3. Sublimits

Sublimits of liability for coverages and/or loss or damage provided in the "primary insurance" and "underlying excess insurance" shall apply as the maximum amount of insurance for such coverages and/or loss or damage recoverable from the "primary insurance," "underlying excess insurance" and this policy combined.

4. Priority of Payments

Notwithstanding any provision to the contrary, in the event of a claim that involves more than one interest/party and/or coverage and/or causes of loss, it shall be at the sole option of the Named Insured to apportion recovery under this policy when submitting final proof of loss, subject to the total amount of the claim not exceeding our Limit of Insurance for any one "occurrence."

For the purpose of attachment of coverage, it is further agreed that loss involving any interest/party and/or coverage and/or covered causes of loss in the "primary insurance" and/or "underlying excess insurance," but excluded in our policy, shall be recognized as eroding or exhausting the occurrence limits of the "primary insurance" and/or "underlying excess insurance."

5. Earthquake and Flood Drop Down

If Earthquake and/or Flood is a Covered Cause of Loss in this policy, in the event of reduction or exhaustion of the annual aggregate limit(s) designated in the "primary insurance" and "underlying excess insurance" solely by payment of losses from Earthquake and/or Flood during the policy period, such insurance as is afforded by this policy shall apply in excess of the reduced "primary insurance" and "underlying excess insurance" limit or, if such limit is exhausted, shall apply as the "primary insurance" and "underlying excess insurance." When the underlying limit(s) of insurance is exhausted, this policy shall always remain excess of the deductibles as specified in the "primary insurance."

6. Permission for Excess Insurance

Permission is hereby granted to purchase insurance in excess of the Limit of Insurance stated in this policy.

D. Definitions

1. "Occurrence" means all elements of loss or damage due to any Covered Cause of Loss or combination of Covered Causes of Loss described in the Excess Supplemental Declarations, arising out of a single event and including all resultant or concomitant losses to one or more Insured Premises, unless defined by the "primary insurance."
2. "Primary insurance" means any policy of insurance provided by the insurer(s) described in **ITEM 4.** of the Excess Supplemental Declarations.
3. "Underlying excess insurance" means any policy of insurance provided by the insurer(s) described in **ITEM 5.** of the Excess Supplemental Declarations.
4. "Ultimate net loss" means the loss or damage sustained by you as a result of Covered Causes of Loss provided by this policy after making reduction for recoveries or salvages collectible and other valid and collectible insurance, other than recoveries under the "primary insurance" and "underlying excess insurance."



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED LIMIT OF LIABILITY ENDORSEMENT

It is understood and agreed that the following terms and conditions apply to this policy. In the event of a conflict between provisions of this endorsement and any coverage part, the provisions of this endorsement shall control:

1. Subject to paragraphs **2.** and **3.** below, the Limit of Insurance is the most we will pay for loss or damage in any one "occurrence." In no event shall our liability exceed this limit or amount in any one "occurrence" irrespective of the number of locations involved.
2. If, under the terms of this policy, the Company's participation is limited to a percentage or part of the overall Program limits of liability provided by a market of insurers, this endorsement does not increase the Company's percentage of participation.
3. If there is no recovery available because of the insolvency, or a declaration of impairment or insolvency of the "primary insurance" and/or the "underlying excess insurance" insurer(s), coverage under this policy shall apply as if the "primary insurance" and "underlying excess insurance" limits of insurance were in full effect and recoverable.
4. The DEFINITIONS Section of the policy and any forms or endorsements attached thereto are amended by the addition of the following Definitions:
 - a. "Program" shall mean the sum of all policies issued to the Insured, inclusive of any self insurance which may be arranged in one or more layers that provided coverage up to an agreed Program limit as provided in the policy.
 - b. "Statement of Values" shall mean any statement, spreadsheet, or schedule provided by the Insured or its agent or representative which identifies the locations covered under the policy and the values for individually "Scheduled Items" related to each location.
 - c. "Scheduled Item" shall mean any separately identified value on the "Statement of Values," including but not limited to a building-specific or location-specific value for real property, personal property, improvements and betterments, mobile equipment, stock/inventory, machinery equipment, inventory in transit, and/or Business Income/Rental Value. While the "Statement of Values" may include a Total Insured Value ("TIV") for each building or location, the TIV is not a "Scheduled Item."
5. In the event of loss hereunder, for purposes of calculating the amount of the insured's recovery, if any, due under this policy, the insured's recovery, subject to the terms of paragraphs **1.**, **2.** and **3.** above, shall be limited to the least of the following:
 - a. The actual adjusted amount of loss for each individually "Scheduled Item" insured, as shown on the latest "Statement of Values" on file with us, or attached to this policy, less applicable deductible(s).
 - b. 100% of the individually stated value for each "Scheduled Item" insured, as shown on the latest "Statement of Values" on file with us, or attached to this policy, after applying the deductible(s).

- c. The Limit of Liability or Amount of Insurance shown on the Declarations Page or endorsed onto this policy.

6. Examples

The following examples illustrate the application of this provision and are based on the following hypothetical facts:

- Company Policy Limit: \$5,000,000 part of \$25,000,000 excess of \$75,000,000 per occurrence
- Replacement Cost Coverage applies.
- No deductible applies.
- Statement of Values:

	Real Property	Business Personal Property	Business Income
Building 1	\$40,000,000	\$20,000,000	\$5,000,000
Building 2	\$40,000,000	\$20,000,000	\$5,000,000
Building 3	\$40,000,000	\$20,000,000	\$5,000,000

Example A:

Building 1 and its contents are destroyed. The adjustment team determines that the cost to replace Building 1 is \$80,000,000; the cost to replace the business personal property within Building 1 is \$25,000,000; and the lost income associated with the property damage loss is \$10,000,000. Accordingly, the total loss to the insured is \$115,000,000.

The underlying insurers pay \$75,000,000.

For purposes of determining the amount, if any, due under this policy, the insured's covered loss is calculated as follows:

- Real Property: \$40,000,000
- Business Personal Property: \$20,000,000
- Business Income: \$5,000,000
- Total Loss: \$65,000,000

Because this policy's coverage begins only after an insured suffers a covered loss of more than \$75,000,000 as calculated under the terms of this policy, there is no amount payable under this policy.

Example B:

Buildings 1, 2, and 3 are damaged by an occurrence.

The adjustment team determines that the cost to repair Building 1 is \$20,000,000; there is no business personal property damage or business income loss to Building 1.

The adjustment team determines that Building 2 is completely destroyed; the cost to replace Building 2 is \$60,000,000; the cost to replace the business personal property within Building 2 is \$30,000,000; and the business income loss arising out of the damage to Building 2 is \$20,000,000.

The adjustment team determines that the cost to repair the damage to Building 3 is \$5,000,000; the cost to replace the damaged business personal property within Building 3 is \$5,000,000; and there is no business income loss.

Accordingly, the total loss to the insured is \$140,000,000.

The underlying insurers pay \$75,000,000.

For purposes of determining the amount, if any, due under this policy, the insured's covered loss is calculated as follows:

Building 1

- Real Property: \$20,000,000
- Business Personal Property: \$0
- Business Income: \$0
- **Total Building 1 Loss: \$20,000,000**

Building 2

- Real Property: \$40,000,000
- Business Personal Property: \$20,000,000
- Business Income: \$5,000,000
- **Total Building 2 Loss: \$65,000,000**

Building 3

- Real Property: \$5,000,000
- Business Personal Property: \$5,000,000
- Business Income: \$0
- **Total Building 3 Loss: \$10,000,000**

Total Loss for all 3 Buildings: \$95,000,000

Less amount paid by underlying insurers: (\$75,000,000)

Accordingly, the amount due under this policy is $\$20,000,000 \times .20 = \$4,000,000$.

All other terms of the policy apply, including the terms, conditions, and limits of insurance reflected on the declarations.

All other terms and conditions of the Policy remain unchanged.



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
SP132346-02	11/5/2025	Park East Square Homeowners Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

This insurance does not apply to and we will not pay for any loss or damage, demand, claim or suit arising out of or related in any way to damage occurring prior to 11/5/2025.

AUTHORIZED REPRESENTATIVE

DATE



Paragon Specialty Property

Underwriting on behalf of Carriers listed on the declarations page

POLICY NUMBER: Per Declarations

**ALL RISK
EXCESS PROPERTY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION
(SYNTHETIC STUCCO)**

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms a part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

This insurance does not apply to loss or damage caused by, resulting from, or increased in whole or in part by Water Damage or Windstorm, Hail or Wind-Driven Rain losses to covered property with Exterior Insulation and Finish System (EIFS), Densglass, Dryvit, Synergy, Synthetic Stucco, Parex, or similar exterior finishing systems.

Exterior Insulation and Finish Systems (EIFS), Densglass, Dryvit, Synergy, Synthetic Stucco and Parex 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 that is applied over metal studs or other non-concrete underlayment.

However, this exclusion does not apply to EIFS, Densglass, Dryvit, Synergy, Synthetic Stucco, Parex or similar exterior finishing systems that is applied directly upon all load-bearing and non-load bearing concrete walls.

All other terms and conditions of this policy remain unchanged.



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
SP132346-02	11/5/2025	Park East Square Homeowners Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—PROPERTY IN THE COURSE OF CONSTRUCTION

The policy does not provide coverage for any new buildings or structures at the insured locations while in the course of construction, or for any existing buildings or structures while undergoing “structural renovations,” until a certificate of occupancy is issued for new construction, or “structural renovations” are completed. This exclusion also applies to the following when used in the course of construction:

1. Building materials, supplies, equipment, fixtures, and machinery used for or incidental to construction; and
2. Temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

However, this exclusion does not apply to cosmetic renovations of any existing building that alter the appearance of the building, but do not make alterations to any internal or external load-bearing building components, or to buildings that undergo repairs reasonably anticipated during the useful life of a building or routine maintenance activities.

For the purposes of this endorsement, “structural renovations” means:

1. Any internal or external load-bearing component of the building that is essential to the stability of the building or any part of it, including, but not limited to foundations, floors, walls, roofs, columns and beams.
2. Any component including weatherproofing that forms part of the external walls or roof of the building.

AUTHORIZED REPRESENTATIVE

DATE



Paragon Specialty Property

Underwriting on behalf of Carriers listed on the Declarations Page

OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”) REGULATIONS

Advisory notice to policyholders regarding the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) regulations

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 the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”).

Please read this Notice carefully.

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.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

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 restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.



Paragon Specialty Property

Underwriting on behalf of Carriers listed on the Declarations Page

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP132346-02	11/5/2025	Park East Square Homeowners Association	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAUSE DELETION ENDORSEMENT

- A. It is hereby understood and agreed that any and all of the following provisions or clauses, if contained in this policy are deleted in their entirety:
- (1) Full Waiver clause or similar wording that negates any forms and/or endorsements contained in this policy;
 - (2) Conformance clause or similar wording that amends provisions of this policy which do not conform to applicable statutes;
 - (3) Policy Authors clause or similar wording that deems the Company the author of this policy.
 - (4) Any reference to adding or endorsing additional perils not specifically stated at inception without prior company approval.

All other terms and conditions of this policy apply.

AUTHORIZED REPRESENTATIVE
DATE



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP132346-02	11/5/2025	Park East Square Homeowners Association	

COVERED TERRITORY

Coverage under this policy is applicable to all 50 states of the United States and the District of Columbia. This endorsement replaces any other territory clause/endorsement contained within the policy.



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED WINDSTORM—FLOOD DEFINITION

Notwithstanding any other provision in this policy or any underlying policy(ies), **flood** coverage, whether resulting from a **named windstorm** or not, is provided by this policy only and exclusively under the **flood** coverage provision and pursuant to the **flood** sublimit (if purchased) of this policy. Coverage for **flood** is not included under the **named windstorm** provision or within the **named windstorm** sublimit, even if the definition of **named windstorm** includes the term "**flood**."

Notwithstanding any other provision in this policy or any underlying policy(ies), if the definition of **named windstorm** does not include the term "**storm surge**," then **storm surge** will be treated as **flood** under the policy and will be subject to the **flood** sublimit (if purchased).

For purposes of this Endorsement, the term **named windstorm** shall include the following terms that may be used elsewhere in this policy or any underlying policy(ies): **named windstorm, named storm, named wind, and hurricane**.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Excluded Perils Endorsement

In addition to perils excluded elsewhere in this policy and/or the primary policy, this Policy does not insure against loss or damage caused directly or indirectly by or resulting from any of the following, if the box is checked. 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".

1. This policy excludes the peril of Flood, unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage.
2. This policy excludes the peril of Earthquake, earth movement, volcanic eruption, explosion or effusion, unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage.
3. This policy excludes the peril of Named Windstorm, named storm and hurricane, unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage.
4. This policy excludes the peril of windstorm or hail and any rain, snow, sand, or dust, whether driven by wind or not, if the loss or damage would not have occurred but for the windstorm or hail, unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage.
5. This policy excludes electrical damage or disturbance to electrical appliances, devices, or wiring caused by electrical currents artificially generated unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage.
6. This policy excludes the peril of Storm Surge, unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage.
7.



Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATIONS ON COVERAGE FOR ROOF SURFACING

This Endorsement Changes the Policy, Please Read it Carefully.

We do not cover "Roof Dents" to any "Roof Covering" or "Rooftop Component" caused by the perils of wind or hail.

"Roof Dents" means changes in physical condition caused by the perils of wind or hail that alters the appearance of the "Roof Covering" or "Rooftop Component" but does not allow the immediate penetration of water or moisture through the "Roof Covering" or "Rooftop Component". "Roof Dents" includes spatter/splatter marks on oxidized surfaces, blemishes, dents, dings, dimples, chips, marring, pitting, scratches, gouges, grooves, or other similar damage, including any associated loss of adhesion at the "Roof Dents" location, to the "Roof Covering" or "Rooftop Component."

"Roof Covering" means the roofing system surface material and insulation below.

"Rooftop Component" means flashing, vent caps, trim, drip edge, HVAC equipment, vents, piping, and other items on the surface of the roof.

It is the specific intent of this Endorsement to exclude coverage for "Roof Dents" caused by wind or hail to metal roofing, membrane roofing, insulation, and any other "Roof Covering" or "Rooftop Component" that does not allow the immediate penetration of water or moisture through the "Roof Covering" or "Rooftop Component." We do cover changes in physical condition caused by hail or wind to any "Roof Covering" or "Rooftop Component" that allows the immediate penetration of water or moisture through the "Roof Covering" or "Rooftop Component." We do cover changes in physical condition caused by wind or hail to any "Rooftop Component" that must be replaced as a necessary part of completing repairs or replacement to any "Roof Covering" caused by the perils of wind or hail otherwise covered by this Policy.

This Endorsement does not apply to "Roof Dents" to any "Roof Covering" or "Rooftop Component" that are visible from the ground.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS ENDORSEMENT

- A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

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

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
 2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
 3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
 4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - (i) any faults in the design, manufacture or installation of the asbestos;
 - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

All other provisions of the policy apply.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We 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. We 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 this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND
EQUIPMENT COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by you or any other insured ("insured") at any time and relating to coverage under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

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
	Commercial Property Coverage
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

We 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.

If a "certified act of terrorism" results in fire, we 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 insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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

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 Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**National Casualty Company
Scottsdale Indemnity Company
Scottsdale Insurance Company
Scottsdale Surplus Lines Insurance Company
Harleysville Insurance Company of New York**

NOTICE—FRAUD WARNINGS

FRAUD WARNING: 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. (Not applicable in AL, AR, CA, CO, DC, FL, KS, KY, LA, ME, MD, MN, NE, NJ, NY, OH, OK, OR, PR, RI, TN, VA, VT, or WA.)

NOTICE TO ALABAMA APPLICANTS: 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.

NOTICE TO CALIFORNIA APPLICANTS. 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.

NOTICE TO COLORADO APPLICANTS: 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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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.

WARNING TO DISTRICT OF COLUMBIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: 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.

NOTICE TO KANSAS APPLICANTS: 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 which 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, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO KENTUCKY APPLICANTS: 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.

NOTICE TO MAINE APPLICANTS: 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 a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: 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.

NOTICE TO MINNESOTA APPLICANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OHIO APPLICANTS: 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.

NOTICE TO OKLAHOMA APPLICANTS: 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.

NOTICE TO OREGON APPLICANTS: Any person who intentionally presents a materially false statement in an application for insurance may be guilty of fraud and subject to penalties under state law.

NOTICE TO PUERTO RICO APPLICANTS: 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.

FRAUD WARNING (APPLICABLE IN ARKANSAS, LOUISIANA AND 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.

FRAUD WARNING (APPLICABLE IN VERMONT AND NEBRASKA): Any person who intentionally presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

FRAUD WARNING (APPLICABLE IN TENNESSEE, VIRGINIA AND 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.

NEW YORK OTHER THAN AUTOMOBILE FRAUD WARNING: 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.

NEW YORK AUTOMOBILE FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, 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.

FACTS

WHAT DOES SENTRY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Insurance based credit score
- Transaction and loss history
- Insurance Claim history
- Medical information

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Sentry chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Sentry share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

If you have questions on the information in this notice, please reach out to Sentry's Privacy Department by calling 877-788-4012 or emailing Privacy@Sentry.com.

You may also learn more by visiting www.sentry.com/privacy

Who we are	
Who is providing this notice?	Sentry Insurance Company and its affiliates and subsidiaries that are members of the Sentry Insurance Group. For a list of our Group of Companies, visit: www.sentry.com/footer/legal-disclaimer
What we do	
How does Sentry protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also communicate to associates in writing and provide training on the importance of protecting confidential information.</p>
How does Sentry collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Apply for insurance ■ File an insurance claim ■ Give us your contact information ■ Pay your insurance premiums ■ Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include financial companies such as Sentry Insurance Company, Sentry Life Insurance Company of New York, and Parker Stevens Agency. Visit www.sentry.com/footer/legal-disclaimer for a list of affiliated companies.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>Sentry does not share with nonaffiliated companies so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include but are not limited to: Financial services companies.</i>

Other important information

For all insurance customers: We may share your Information with nonaffiliates without your prior authorization as permitted or required by law. We may share your Information with insurance regulatory authorities, law enforcement, and consumer reporting agencies.

If we decline an application for coverage or cancel a policy, we'll give the specific reasons for the decision to the Named Insured. If our decision was based on an outside agency's report, we'll provide the agency's name and address.

If one of Sentry's business lines or the entire business, or a substantial portion thereof, is acquired or transferred, whether by merger, consolidation, or purchase of a substantial portion of assets, Sentry may disclose and transfer your personally identifiable information to such third-party acquiring Sentry. In addition, if Sentry becomes the subject of a bankruptcy or insolvency proceeding, whether voluntary or involuntary, Sentry or its trustee in bankruptcy may sell, assign, license or otherwise transfer such information in a transaction approved by the appropriate court.

For insurance customers in AZ, CA, CT, GA, IL, ME, MA, MT, MN, NV, NJ, NC, OH, OR, and VA only: The term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others. **To request access to, correct, or delete your personal information,** please use our webform available at www.sentry.com/privacy, or call us at 877-788-4012. Include your name, address, and phone number.

For insurance customers in Montana: Pursuant to Montana law, you may request a record of any disclosure of your medical information during the preceding two years. To request a record of your medical information, please use our webform available at www.sentry.com/privacy, or call us at 877-788-4012.

For insurance customers in Maine: We will share information about you only as permitted by law. Recipients of your Nonpublic Personal Information include, for example, Sentry Affiliated companies, professional advisors, reinsurance providers, other insurance companies, financial institutions, credit bureaus, consumer reporting agencies, legal and regulatory authorities, authorized representatives and successors in interest, and marketing firms in connection with our marketing efforts. Sentry will not use or authorize the use of pretext interviews to obtain information in connection with an insurance transaction unless there is a reasonable basis to suspect criminal activity, fraud, material misrepresentation or material non-disclosure.

For insurance and annuity customers in New York: Our address for our New York office is: 220 Salina Meadows Parkway, Suite 255 Syracuse, NY 12312, Phone: 800-962-2922. Our servicing office address is: 1800 North Point Drive, Stevens Point, WI 54481, Phone: 877-788-4012.

For Nevada residents: We are providing you this notice under state law. You may request to be placed on our internal Do Not Call list by sending an email to Privacy@Sentry.com. Please provide your name, address, and telephone number. For more information on this Nevada Law, contact: Bureau of Consumer Protection, Office of Nevada Attorney General, 555 E. Washington St. Suite 3900, Las Vegas, NV 89101; Phone Number: 1-702-486-3132; Email: BCPINFO@ag.state.nv.us; Or contact Sentry Insurance Attn. Privacy Department, 1800 North Point Drive, Stevens Point, WI 54481, Phone: 877-788-4012, Email: Privacy@Sentry.com

For insurance customers in Vermont: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information about our privacy practices can be found at www.sentry.com/privacy

For California residents: Learn more about your rights under the California Consumer Privacy Act by visiting www.sentry.com/privacy



Underwritten by: Point Excess and Surplus Insurance Company

Home Office: 1800 North Point Drive

Stevens Point, WI 54481-1253

We have issued this insurance policy.

A handwritten signature in black ink, appearing to be "AS", written in a cursive style.

Secretary

A handwritten signature in black ink, appearing to be "Scott A. Miller", written in a cursive style.

President

CLAIM REPORTING

It's important to report claims immediately, even if you don't necessarily have all the information. With Sentry, you can report a **Claim** by phone, fax, or online-24/7, 365 days a year. To speed up the process, please have your policy or account number ready. For more information, please refer to the **Claim** reporting section.

You must see that the following are done in the event of loss or damage to Covered Property:

- a) Notify the police if any law may have been broken.
- b) Give us prompt notice of the loss or damage. Include a description of the property involved.
- c) As soon as possible, give us 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 your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- e) At our 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 us to inspect the property proving the loss or damage and examine your books and records. Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- g) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- h) Cooperate with us in the investigation or settlement of the claim.
- i) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

To report a **Claim** or check the status of an existing **Claim**, use the following contact information:

Mail: Sentry Insurance
ATTN: Claims Department
PO Box 8026
Stevens Point, WI 54481

Fax: (800) 514-7191

Phone: (800) 473-6879

Email: claims@sentry.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The following exclusion is added to Paragraph B. Exclusions:

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

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) 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 (including electronic data) 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.

B. Exceptions And Limitations

1. Fire Or Explosion

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

2. Additional Coverage

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

3. Electronic Commerce Endorsement

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

C. Vandalism

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss – Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION

We will not pay for loss or damage caused directly or indirectly by discharge, dispersal, seepage, migration, release or escape of "pollutants". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Definitions:

"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.

"Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- (1)** The cost of filling sinkholes; or
- (2)** Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

- (1)** Personal property in the open; or
- (2)** The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

It is agreed that in the event of the failure of the **Company** to pay any amount claimed to be due under this policy, the **Company** at the request of the **Insured** [or reinsured], will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the court. In a suit instituted against any one of them under this contract, the **Company** agrees to abide by the final decision of the court or of any appellate court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the **Company's** right to remove an action to the United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States.

Pursuant to any statute of any state, territory, or district of the United States of America which makes a provision, the **Company** will designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or their successor in office, as their true and lawful attorney upon whom may be service any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured [or reinsured] or any beneficiary arising out of this contract of insurance [or reinsurance].

The person named below is authorized and directed to accept service of process on behalf of the **Company**:

Commissioner of Insurance
1560 Broadway, Suite 850
Denver, CO 80202

Having accepted service of process on behalf of the **Company**, the person designated above is authorized to mail the process, or a true copy to:

C T Corporation System
7700 East Arapahoe Road, Suite 220
Centennial, CO 80112-1268
CT-Statecommunications@wolterskluwer.com

Sentry companies agree to accept service at:

Sentry Insurance Company
Attn – Point Excess & Surplus Ins. Co.
1800 North Point Drive
Stevens Point, WI 54481

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

LMA5021

14/09/2005

This Insurance is effected with Convex Insurance UK Limited

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

All inquiries regarding this Certificate should be addressed to the following Correspondent:



Convex Insurance UK

52 Lime Street, London EC3M 7AF

convexin.com

Convex Re Limited is a company registered in Bermuda with registration number 54182. Registered address Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM10, Bermuda. Convex Re Limited is registered as a Class 4 Insurer under the Insurance Act 1978 and regulated by the Bermudan Monetary Authority.

Convex UK is the trading name of Convex Insurance UK Limited. Convex Insurance UK Limited is a company registered in England & Wales with registration number 11796392. Registered address at 52 Lime Street, London, EC3M 7AF United Kingdom. Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 840616).

Convex Insurance UK Limited is listed on the National Association of Insurance Commissioners (NAIC) Quarterly Listing of Alien Insurers with effect from 01 October 2019 for the purposes of U.S. excess and surplus lines across the United States.

Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/03

Form approved by Lloyd's Market Association [Non-Marine]

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

NMA 1331

20/04/1961



Paragon Specialty Property

Underwriting on behalf of the Carriers listed Below

CLAIM REPORTING INFORMATION

Convex Insurance UK

THE NAME AND ADDRESS TO WHOM THE INSURED SHOULD DIRECT ALL CLAIMS:

Convex Claims Management Referrals:

Convex Insurance UK Limited Claims Email: Claims@convexin.co

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time, and location of the loss/accident
- Details of the loss/accident
- Name, address, and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020

CONVEX SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured (or Reinsured), will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that, with respect to all risks other than risks subject to the jurisdictions of California, Maine or Rhode Island, the Assured may serve process upon of the following contact:

Troutman Pepper Locke, LLP
875 Third Avenue
New York, NY 10022

Attention: Zachary N. Lerner

With respect to risks subject to the jurisdiction of California, the Assured may serve process on the following contact:

Locke Lord LLP
300 S. Grand Avenue
Suite 2600
Los Angeles, CA 90071
Attention: Jonathan F. Bank

With respect to risks subject to the jurisdiction of Maine, the Assured may serve process on the following contact:

Kenneth Keene, c/o CT Corporation System
128 State Street, #3
August, ME 04330

With respect to risks subject to the jurisdiction of Rhode Island, the Assured may serve process on its surplus lines broker or the following contact:

CT Corporation System
450 Veterans Memorial Parkway
Suite 7A
East Providence, RI 02914

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

- (b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
- (c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), and the applicable Secretary of State as applicable, as their true and lawful attorneys upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person(s) to whom the Officer is authorized to mail such process or a true copy thereof.

If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

CL355B (Amended)

6 October 2020

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

EDRE

NMA2802

17/12/1997

Fraudulent Claim Clause

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062

4 September 2006

MICROORGANISM EXCLUSION (Absolute)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

LMA5018

14/09/2005

PROPERTY CYBER AND DATA ENDORSEMENT

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 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.
- 8 Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

- 9 Computer System means:
- 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,
owned or operated by the Insured or any other party.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400
11 November 2019

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - PHYSICAL
DAMAGE - DIRECT**

(Approved by Lloyd's Underwriters' Non-Marine Association)

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*Note - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59
N.M.A. 1191

Sanctions Suspension Clause

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LMA3200

5 October 2023

SEVERAL LIABILITY NOTICE

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

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

NMA2920

08/10/2001

WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

N.M.A. 464



Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.



**Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company**

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our website at www.nationwideexcessandsurplus.com.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP132346-02	11/5/2025	Park East Square Homeowners Association	06714

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION

A. We will not pay for:

1. Loss of;
2. Damage to;
3. Cost to replace or restore;
4. Loss of income or extra expenses;
5. Reduction in functionality of; or
6. Any loss or damage to or loss of use of property;

caused directly or indirectly by any "computer system" or "electronic data" that has been damaged, destroyed or corrupted by a virus, harmful code or similar instruction introduced into or in any way affecting a "computer system" or a network to which it is connected, that is designed to damage or destroy any part of the "computer system" or disrupt its normal operation.

B. The following definitions are added:

1. "Computer system" means individual, networked or stationary computers, including ancillary hardware, software and components and mobile computers and devices that are able to remotely access your network and data stored on your network.
2. "Electronic data" means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP132346-02	11/5/2025	Park East Square Homeowners Association	06714

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION—PROPERTY

1. This insurance does not provide coverage for any loss, damage, cost, claim, expense or property damage arising out of or in any way involving, directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, release or escape of any "pollutants":
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (1) Any insured; or
 - (2) Any person or organization for whom you may be legally responsible; or
 - d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

2. This insurance does not provide coverage for any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

Subparagraphs **1.a.** and **1.d.** do not apply to any loss, damage, cost, claim, expense or property damage arising out of heat, smoke or fumes from a "hostile fire."

As used in this exclusion:

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, asbestos, chemicals and waste.

"Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP132346-02	11/5/2025	Park East Square Homeowners Association	06714

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRUS, BACTERIUM, MICROORGANISM AND COMMUNICABLE
DISEASE EXCLUSION—PROPERTY**

It is understood and agreed that the following Exclusion is added to the Policy:

A. We will not pay for any loss, cost, damage or expense:

1. Arising out of, caused by, attributed to, or occurring concurrently or in any sequence to “communicable disease”; or
2. To clean-up, detoxify, remove, monitor or test:
 - (a) For a “communicable disease”; or
 - (b) Any tangible or intangible property insured under this policy that is affected by such “communicable disease.”

Any contamination of property or business interruption caused by any “communicable disease” is not direct physical loss insured under this policy. This exclusion also applies to any loss arising directly or indirectly out of fear or threat (whether actual or perceived) of any “communicable disease.”

- B.** The exclusion set forth in paragraph **A.** above applies to all coverage(s), coverage extension(s), additional coverage(s), and exception(s) to exclusions under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover buildings, personal property, business income, extra expense or action of civil authority.
- C.** For purposes of this exclusion, “communicable disease” means an illness caused by an infectious agent or its toxins, including, but not limited to a virus, bacterium, parasite or other microorganism or any mutation thereof whether deemed living or not, that occurs through the direct or indirect transmission of the infectious agent or its products or toxins from an infected individual or via an animal, vector, or the inanimate environment to an animal or human host.

All other terms and conditions of this Policy apply.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP132346-02	11/5/2025	Park East Square Homeowners Association	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the court. In a suit instituted against it under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the Company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefor, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

Commissioner of Insurance
1560 Broadway, Suite 110
Denver, CO 80202

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

Corporation Service Company
1900 W. Littleton Boulevard
Denver, CO 80202

AUTHORIZED REPRESENTATIVE

DATE



Paragon Specialty Property

Underwriting on behalf of the Carriers listed Below

CLAIM REPORTING INFORMATION

Obsidian Specialty Insurance Company

HOW TO REPORT A CLAIM

Call **800-684-5428** or via email at **claims@obsidianspecialty.com**.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time, and location of the loss/accident
- Details of the loss/accident
- Name, address, and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

—————
OBSIDIAN
—————
SPECIALTY INSURANCE COMPANY

IN WITNESS WHEREOF, Obsidian Specialty Insurance Company has caused this Policy to be signed by its President and Secretary and countersigned where required by law on the Declarations page by its duly Authorized Representative.


Secretary


President

CUSTOMER NOTICE OF PRIVACY POLICY AND PRODUCER COMPENSATION PRACTICES DISCLOSURE

Privacy Policy Disclosure

Your privacy is important to us. We will keep the information you provide to us secure and handle it only as permitted by law. This notice tells you about our Privacy Policy and how we handle your information.

“Personal information” is information that identifies you as an individual and is not otherwise available to the public. It includes personal financial information and personal health information. We collect personal information to service your application, account and claims and to support our business functions.

We will continue to follow our Privacy Policy regarding personal information even when a business relationship no longer exists between us.

Collection of Information

We collect personal information so that we may offer quality products and services. We may obtain personal information from the following sources:

- Directly from you, such as your name, address and social security number.
- Directly from us, such as your premium payment history.
- From third parties, such as companies that have your driving record or claims history.
- From medical professionals or medical records.
- From inspections or photos taken of your property.
- From consumer report agencies. Upon request, we will tell you how to get a copy of this report. The agency that prepares the report for us may retain the report and disclose it to others as permitted by law.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's “do not track” signals or similar mechanisms that request us to take steps to disable online tracking. You may be able to set your browser to reject cookies. Please review your browser or device's “Help” file to learn the best way to modify your settings. Please note that rejecting cookies may disrupt certain functionality of the Website.

Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with third parties such as:

- Third parties who perform professional, insurance or business functions for us.
- Insurance institutions, agents or consumer reporting agencies in connection with any application, policy or claim involving you or your policy.
- Claims adjusters, appraisers and others to defend or settle claims involving your policy.
- An insurance regulatory authority in connection with the regulation of our business, or to a law enforcement agency, governmental authority or other authorized person or institution to protect our legal interests, detect or prevent insurance fraud or criminal activity, or as otherwise permitted or required by law.
- Businesses that conduct scientific or actuarial research.
- Lienholders, mortgagees, lessors or other persons having a legal or beneficial interest in your property.

We will not sell or share your personal financial information with anyone for purposes unrelated to our business functions without offering you the opportunity to “opt-out” or “opt-in” as required by law.

We only disclose personal health information with your authorization or as otherwise allowed or required by law.

Safeguards to Protect your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information.

Internal Access to Information

We restrict access to your non-public personal information to those employees who need to know it in order to provide products and services to you, and we train our employees on how to handle and protect that information. Our employees have access to personal information in the course of doing their jobs, such as:

- underwriting policies;
- paying claims;
- developing new products; or
- advising customers of our products and services.

Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- audit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

Access to Information

You have the right to request access to the personal information that we record about you, to have reasonable access to it and to receive a copy. To do so, contact us at:

Obsidian Insurance Holdings, Inc.
Privacy Office
1330 Avenue of the Americas, Suite 23A
New York, NY 10019

Please include your complete name, address, and policy number(s), and indicate specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge. We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a

record indicating that the information was provided to another party we will tell you to whom such information is normally disclosed.

There is information that that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy or when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

Changes to this Policy

We will periodically review and revise our Privacy Policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our Privacy Policy is found to be noncompliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this Privacy Policy will remain in effect.

Contact

For more detailed information about our Privacy Policy, visit our website: www.obsidianspecialty.com.

Producer Compensation Disclosure

Our products are sold through independent agents and brokers, often referred to as "Producers". We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay an additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

The following is added to the policy **CONDITIONS**:

In the event of our failure to pay any amount claimed to be due by the terms of this policy, at your request, we will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this endorsement constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States, or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, 1330 Avenue of the Americas, Suite 23A, New York, NY 10019, or his or her representative, and that in any suit instituted against us by the terms of this policy we will abide by the final decision of such court or of any appellate court in the event of an appeal.

If any statute of any state, territory or district of the United States makes such provision, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf, or your beneficiary, arising out of this insurance policy. We designate the above Counsel as the person to whom said officer is authorized to mail such process or a true copy thereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. This insurance does not apply to:

- 1.** Any loss, damage, cost to replace or restore, loss of income or extra expense, reduction in functionality of, or any loss or damage to or loss of use of any property caused directly or indirectly by any of the following:
 - a.** Unauthorized access to or use of any "computer system" (including "electronic data").
 - b.** Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any "computer system" (including "electronic data") 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" (including "electronic data") or otherwise disrupt its normal functioning or operation.
 - c.** 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.

Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

B. For the purposes of this endorsement the following Definitions are added:

- 1.** "Computer system" means any computer, including any transportable or handheld devices, electronic storage devices and related peripheral components; any systems and applications software, or any related telecommunications networks connected to or used in connection with such computer or devices.
- 2.** "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic storage devices including, but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. "Electronic data" is not tangible property and does not include the "organization's" "electronic data" that is licensed, leased, rented or loaned to others.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

This insurance does not apply to:

1. Any loss, cost, claim, expense or damage based upon, arising out of or attributable to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

Such loss, cost, claim, expense or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, cost, claim, expense or damage.

3. For the purposes of this endorsement the following Definition is added:

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, asbestos, chemicals and waste.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BACTERIUM, VIRUS, MICROORGANISM AND COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** This insurance does not apply to any loss, damage, cost or expense:
 - 1.** Arising out of, caused in whole or in part by, or resulting from, any actual or alleged bacterium, virus, microorganism or “communicable disease”; or
 - 2.** For any request, demand, order or statutory or regulatory requirement that any insured or anyone else test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any bacterium, virus, microorganism or “communicable disease”.
Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
- B.** The exclusion set forth in paragraph **A.1.** and **A.2.** above applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms and endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- C.** For purposes of this endorsement, “communicable disease” means:
 - 1.** Any illness due to infectious agents or their toxic properties which may be transmitted from a reservoir to a susceptible host either directly from an infected person or animal or indirectly through the agency of an intermediate plant or animal host, vector, or the inanimate environment and includes, any variant(s) or mutational strain(s) thereof; and
 - 2.** Any infectious disease, epidemic, pandemic, pandemic alert or outbreak that is the cause of a declared, announce or other notice by the United States Center for Disease Control, World Health Organization or any national, state or local public health organization, or any such organization acting in a similar capacity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND MILITARY ACTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

This insurance does not apply to any loss or damage caused directly or indirectly by:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.