

DECLARATIONS A: GENERAL POLICY INFORMATION

- Coverage applies only when a limit of insurance is shown in these declarations. These declarations are summaries, only. Please refer to the coverage forms and applicable endorsements for complete information.
- In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance stated in this policy.

Named Insured Name and Mailing Address

Westbury Condominiums Association, Inc.
 20 Outlook Ave
 West Hartford, CT 06117

Policy Number	Annual Premium	Fee
CAU501936-1	\$34,284.00	\$0.00

Policy Period	Effective Date*	Expiration Date*
	10/01/2017	10/01/2018

*12:01 AM Standard Time at your premises address

DIRECTORY OF DECLARATIONS

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BOUVIER
INSURANCE

Bouvier Insurance
 29 North Main Street
 West Hartford, CT 06107

Countersigned (Date)
 09/18/2017

By (Authorized Representative)



Condominium Association Insurance Policy

DECLARATIONS B: DIRECTORY OF APPLICABLE FORMS

Form Number and Edition Date	Form Title
CAU 3000 07/17	Condominium Association Insurance Policy
CAU 3040 07/17	Directors and Officers Liability Coverage Part
CAU 3041 07/17	Community Manager - Directors and Officers
CAU 3103 07/17	Disclosure Pursuant to Terrorism Risk Insurance Act
CAU 3106 07/17	Cap on Losses from "Certified Acts of Terrorism"
CAU 3109 07/17	Lead Exclusion
CAU 3110 07/17	Amended Water Exclusion
CAU 3208 07/17	Power Failure or Interruption Coverage - Sump Pump
CAU 3226 07/17	Deductible Credit
CAU 3227 07/17	Deductible Allowance
CAU 3401 07/17	Employee Dishonesty - Community Manager
CAU 3507 07/17	Connecticut Changes - Amendatory Endorsement
CAU 3600 CT 07/17	"Fungus", Wet Rot and Dry Rot Coverage

DECLARATIONS C: 1. ADDRESSES AND DESCRIPTION OF BUILDINGS AND "UNITS"

1. ADDRESSES AND DESCRIPTION OF BUILDINGS AND "UNITS"

Coverage is provided for a detached garage and three three-story masonry non-combustible and one two-story joisted masonry condominium buildings containing seventy-three residential units. The premises is located at 869 Farmington Avenue, Units 1-24; 20 Outlook Avenue, Units 1-24; 30 Outlook Avenue, Units 1-24; 44 Outlook Avenue, West Hartford, Hartford County, CT 06119.

Condominium Association Insurance Policy

DECLARATIONS D: PROPERTY DIRECT COVERAGES

- Unless otherwise indicated, all Limits apply on a per occurrence basis.

1. **COMMUNITY PROPERTY**
2. **“UNITS”**
3. **ADDITIONAL COMMUNITY PROPERTY**
4. **NATURAL OUTDOOR PROPERTY**

1. COMMUNITY PROPERTY

Causes of Loss	Limit of Insurance	* Deductible
Special including “Equipment Breakdown”	Guaranteed Replacement Cost	\$5,000 Per Occurrence

* In addition to the deductible which may result under D.2.

Community Buildings	Community Structures	Community Personal Property
All buildings described in Declarations C.1. including: <ul style="list-style-type: none"> • Residences • Attached garages & carports • Detached garages & carports • Clubhouses • Buildings housing heating, ventilating, air conditioning plants, and utilities • Buildings housing sewage & water treatment facilities • Other buildings described in Declarations C.1.: a detached garage 	All of the items listed below are covered when not forming part of, or located within, or on a building. <ul style="list-style-type: none"> • “Swimming Pools” • Statues • Outdoor fixtures • Pool and Pump Houses • Signs • Roads, drives, walkways and other paved surfaces • Recreation fixtures and courts • Antennas and satellite dishes • Sheds • Temporary seasonal structures • Shelters • Cabanas • Freestanding walls (excluding retaining walls) • Fountains • Fences and gates • Gazebos • Gate houses • Mailboxes • Light and flag poles • Benches 	<ul style="list-style-type: none"> • Equipment • Tools • Supplies and furnishings • “Money” and “Securities” • Non-motorized watercraft • “Computer equipment”, and “Media” • “Valuable papers and records” • Accounts receivables

2. “UNITS”: All real property comprising the “unit” including improvements and betterments made to the “unit” after the “unit’s” initial conveyance.

Causes of Loss	Limit of Insurance	* Deductible
Ice Damming	Guaranteed Replacement Cost	\$5,000 Per Unit

* In addition to the deductible which may result under D.1.

3. ADDITIONAL COMMUNITY PROPERTY

Causes of Loss	Valuation	Deductible
Special including “Equipment Breakdown”	Replacement Cost	\$5,000 Per Occurrence

Condominium Association Insurance Policy

Covered Property	Limit of Insurance
Additional Structures: Bridges, Docks, Retaining Walls, Piers, Bulkheads and Wharves	\$10,000
Newly Acquired Buildings and Structures Buildings and Structures as described in C.1. above that you acquire at locations other than the location described in C.1.	\$250,000
Newly Acquired Community Personal Property Community personal property while at locations other than the "premises"	\$250,000
Newly Conveyed Buildings and Structures New buildings and structures built at the location described in C.1.	\$250,000
"Personal Effects" Personal Property of your directors and "officers" or "employees" while acting in the scope of their duties as such.	\$5,000 Per Person \$15,000 Per Occurrence
Personal Property of Others Personal property of others temporarily in your care, custody or control.	\$5,000 Per Person \$15,000 Per Occurrence
Off "Premises" Community Personal Property Community personal property while temporarily at other locations within the "coverage territory".	\$50,000
Community Personal Property In Transit Community personal property while on conveyances being operated between points in the "coverage territory".	\$50,000
"Fine Arts" Paintings, Pictures, Prints, Etchings, Sculptures, Art Glass, "Jewelry", "furs", and other bona fide works of art of rarity, historical value or artistic merit.	\$15,000 Per Item \$50,000 Per Occurrence

4. NATURAL OUTDOOR PROPERTY		
Causes of Loss	Valuation	Deductible
"Specified Causes of Loss"	Replacement Cost	None

Covered Property	Limit of Insurance
Trees, Lawns, Shrubs, Plants	\$1,000 Maximum Per Tree, Plant, Lawn or Shrub \$20,000 Per Occurrence

Condominium Association Insurance Policy

DECLARATIONS E: PROPERTY CONSEQUENTIAL LOSS COVERAGES

Coverages apply only as a consequence of direct physical loss or damage to “covered property” caused by or resulting from a covered Cause of Loss.

- Unless otherwise indicated, all Limits apply on a per occurrence basis
- No Deductible applies to Property Consequential Loss Coverages

- 1. ORDINANCE OR LAW**
- 2. LOSS OF INCOME**
- 3. SUPPLEMENTARY PAYMENTS**

1. ORDINANCE OR LAW

Covered Property	Consequential Loss Coverage	Limit of Insurance	Valuation
Buildings, Structures, “Units”	Undamaged Portion	Guaranteed Replacement Cost	Guaranteed Replacement Cost
Buildings, Structures, “Units”	Demolition Costs	\$300,000	Actual Loss Sustained
Buildings, Structures, “Units”	Increased Cost of Construction	\$300,000	Increased Replacement Cost

2. LOSS OF INCOME

Covered Property	Limit of Insurance	Valuation
Community Income and Maintenance Fees and Assessments; Extra Expense; Rents; Community Income; Increased Period of Restoration; other temporary operation expenses.	Actual Loss Sustained	Actual Loss Sustained

3. SUPPLEMENTARY PAYMENTS

Covered Property	Limit of Insurance	Valuation
• Removal of Fallen Trees	\$10,000 \$1,000 Maximum per Tree	Actual Loss Sustained Actual Loss Sustained
• “Pollutant” Cleanup and Removal	\$25,000 per continuous 12 month period	Actual Loss Sustained
• Property Removal	\$300,000	Actual Loss Sustained
• Monetary Reward	\$5,000	10% of Paid Claim
• Debris Removal	\$300,000	Actual Loss Sustained
• Fire Department Service Charges	\$10,000	Actual Loss Sustained
• Fire Extinguisher Recharge	\$1,000	Actual Loss Sustained

DECLARATIONS F: CRIME COVERAGES

- Unless otherwise indicated, all Limits apply on a per occurrence basis

Valuation	Deductible
Actual Loss Sustained	None

Covered Property	Causes of Loss	Limit of Insurance
All “Covered Property”	“Employee Dishonesty”	\$150,000 Combined Limit
All “Covered Property”	“Computer Fraud”	
“Covered Instruments”	“Depositors Forgery”	

Condominium Association Insurance Policy

DECLARATIONS G: 1. LIABILITY COVERAGES - PRIMARY AND EXCESS

1. Liability - Primary and Excess

Limits of Insurance apply as:

- Indemnity payments for claims or “suits” seeking damages
- Both primary and excess unless otherwise indicated

Coverage	Limit of Insurance	Type of Limit
“Bodily Injury” And “Property Damage”	\$5,000,000	Per “Occurrence”
Products / Completed Operations	\$5,000,000 \$5,000,000	Per “Occurrence” Annual Aggregate
“Personal Injury” & “Advertising Injury”	\$5,000,000	Per “Offense”
Property Damage Legal Liability–Real Property	\$1,000,000	Per “Occurrence”
“Hired Auto” and “Nonowned Auto”	\$5,000,000	Per “Occurrence”
Medical Payments	\$5,000	Per Accident
Garage and Parking Areas Legal Liability		
Comprehensive Coverage	\$500 Deductible Applies Per “Occurrence”	
	\$25,000	Per “Occurrence” Limit
Collision Coverage	\$500 Deductible Applies Per “Occurrence”	
	\$25,000	Per “Occurrence” Limit

DECLARATIONS H: CLAIMS MADE LIABILITY COVERAGES

1. DIRECTORS AND OFFICERS LIABILITY COVERAGE

1. DIRECTORS AND OFFICERS LIABILITY - CLAIMS MADE

- Limits of Insurance apply as:
- Indemnity payments for “claims” or “suits” seeking pecuniary relief.
 - “Defense costs” for “claims” or “suits” seeking non-pecuniary relief.

Coverage	Limit of Insurance
Directors and Officers Liability	\$2,000,000 Each “Wrongful Act”
	\$2,000,000 Aggregate

Retroactive Date: NONE

This insurance does not apply to “loss” because of “wrongful acts” which took place before the Retroactive Date.

Optional Extended Reporting Period: 3 years

The premium for the Optional Extended Reporting Period is: \$1,391

Condominium Association Insurance Policy

In Witness Whereof, American Alternative Insurance Corporation has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our duly authorized representative.



John Vasturia
President



Robin Willcox
Secretary

Directors and Officers Liability Coverage Part

This Coverage Part Provides Claims Made Coverage. Coverage Applies only when a Limit is shown in the “Declarations”.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the “Declarations”. “We”, “us” and “our” refer to the company providing this insurance. Words and phrases that appear in quotation marks have special meaning. Refer to XXII DEFINITIONS SECTION and VII. DIRECTORS AND OFFICERS ADDITIONAL CHANGES.

THE WORD INSURED MEANS ANY PERSON OR ORGANIZATION QUALIFYING AS SUCH UNDER III. DIRECTORS AND OFFICERS LIABILITY WHO IS AN INSURED SECTION.

I. DIRECTORS AND OFFICERS LIABILITY COVERAGE SECTION

A. INSURING AGREEMENT

We will pay on behalf of the insured all sums the insured becomes legally obligated to pay as “loss” because of a “wrongful act” committed in the “coverage territory”, to which this insurance applies. Insurance provided by this Directors and Officers Liability Coverage Part applies to “loss” only if:

1. The “wrongful act” is committed on or after the Retroactive Date, if any, shown in the “Declarations” and before the end of the “policy period”; and
2. A “claim” for “loss” because of a “wrongful act” is first made against any insured and reported to us in accordance with VI.C. REPORTING AND NOTICE and VI.D. OTHER DUTIES IN THE EVENT OF “WRONGFUL ACT”, “CLAIM”, OR “SUIT” during the “policy period” or an Extended Reporting Period we provide under V. DIRECTORS AND OFFICERS LIABILITY EXTENDED REPORTING PERIOD SECTION.

We may investigate any “claim” or “suit” at our discretion. We have certain rights and obligations for defense and settlement of “claims” and “suits” as described in Paragraphs B. and C. below.

No other obligation or liability to pay “loss” or perform acts or services is covered unless specifically provided for under IV. DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE SECTION, V. DIRECTORS AND OFFICERS LIABILITY EXTENDED REPORTING PERIODS SECTION, or VI. DIRECTORS AND OFFICERS CONDITIONS SECTION.

B. DEFENSE AND PAYMENT

Our rights and obligations with regard to defense and payment are as follows:

1. Pecuniary Relief - Defense and Payment
 - a. Even if the allegations are groundless, false or fraudulent, we will have the right and duty to

defend against any “claim” or “suit” seeking “loss” to which the Insuring Agreement applies.

- b. Our duty to defend against any “claim” or “suit” seeking “loss” ends when we have exhausted the applicable limit of insurance paying “loss”.
- c. In any “claim” or “suit” for “loss”, no “defense costs” may be incurred without our consent which will not be unreasonably withheld. We will not be liable for any “defense costs” to which we have not consented.
- d. We may settle such “claim” or “suit” within the limit of insurance available at the time of settlement.
- e. No payment for “loss” may be made without our consent which will not be unreasonably withheld. We will not be liable for any settlement for “loss” to which we have not consented.

2. Nonpecuniary Relief - Defense

- a. Even if the allegations are groundless, false or fraudulent, we will have the right and duty to defend against any “claim” or “suit” seeking nonpecuniary relief.
- b. The most we will pay for “defense costs” for any “claim” or “suit” seeking nonpecuniary relief is the dollar amount indicated as the Each Wrongful Act Limit shown on the Declarations. The insured shall not unreasonably withhold consent to any reasonable settlement offer.

C. DEFENSE OF “CLAIM” OR “SUIT” SECTION

1. At our option, we may consent to the defense of any such “claim” or “suit” by the insured. With regard to any “claim” or “suit” we allow an insured to defend, we have the right to associate with such insured’s defense counsel and to monitor and be advised of defense strategies and activities and expenses for defense as they are incurred.
2. Even if we initially defend or initially pay to defend any “claim” or “suit”, we may later determine that there is no coverage for such “claim” or “suit”. In that event, we have the right to reimbursement from you for the

This Coverage Part Provides Claims Made Coverage.

“defense costs” we incur from the date we notify you in writing of our:

- a. Determination that coverage does not apply; or
- b. Reservation of our rights to terminate the defense or payment for the defense; and
- c. Intention to seek reimbursement of our “defense costs”.

II. DIRECTORS AND OFFICERS LIABILITY EXCLUSIONS SECTION

This insurance does not apply to any “claim” or “suit” seeking “loss” or nonpecuniary relief:

A. PRIOR WRITTEN NOTICE

Arising out of the same facts or circumstance if written notice of such facts or circumstance has been received by you under any policy the term of which has expired prior to or upon the inception of the current “policy period”.

B. PRIOR LITIGATION

Arising out of:

- 1. Any litigation commencing prior to or pending as of the policy effective date of the current “policy period” including, but not limited to “claims”, demands, causes of action, legal or quasi-legal proceedings, decrees or judgments against any insured of which any other insured had received notice or otherwise had knowledge as of such date;
- 2. Any subsequent litigation arising from or based on substantially the same matters as alleged in the pleadings of such prior or pending litigation; or
- 3. Any act of any insured which gave rise to such prior or pending litigation.

C. EMPLOYMENT-RELATED PRACTICES

Arising out of or in any way related to:

- 1. Refusal to employ;
- 2. Termination of employment; or
- 3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination in the employment, or other employment related practices, policies, acts or omissions.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages.

D. DISCRIMINATION

Arising out of any violation of any civil rights laws whether federal, state, or local ordinance.

This includes, but is not limited to, discrimination on account of race, religion, sex, age, familial status, or handicap. This does not include any act of discrimination excluded under II.C. EMPLOYMENT RELATED PRACTICES.

However, this exclusion does not apply to our duty to defend provided under I.B. DEFENSE AND PAYMENT, 1. and 2. Your consent to settlement shall not be unreasonably withheld.

E. EMPLOYEE BENEFITS AND E.R.I.S.A.

- 1. Based upon any actual or alleged violation of the responsibilities, obligations or duties imposed upon fiduciaries by:
 - a. The Employee Retirement Income Security Act, ERISA, of 1974, Public Law 93-406, any amendment of it or similar provisions of federal, state or local statutory or common law; or
 - b. Any “private employee benefits” or “public employee benefits”.
- 2. Based upon any other error or omission with regard to any “private employee benefits” or “public employee benefits”.

F. “MONEY” AND “SECURITIES”

- 1. For profit or “loss”, or any accounting of it, resulting from the purchase, sale, or disposition of “securities”.
- 2. Where all or part of such “claim” is directly or indirectly, based on, attributable to, caused by, arising out of, resulting in, or relating in any way to loss of “money” and “securities”.

G. REMUNERATION AND PERSONAL PROFITS

Any personal profit, remuneration, or advantage gained by any insured to which they were not legally entitled.

A “wrongful act” committed by any insured shall not be imputed to any other insured for the purposes of applying this exclusion.

H. BREACH OF CONTRACT

For breach of contract or agreement.

However, this exclusion does not apply to our duty to defend provided under I.B. DEFENSE AND PAYMENT, 1. and 2.

I. DISHONEST ACTS

Arising out of any dishonest, fraudulent, criminal, or malicious act, including fines and penalties resulting from these acts.

This Coverage Part Provides Claims Made Coverage.

A “wrongful act” committed by any insured shall not be imputed to any other insured for the purposes of applying this exclusion.

J. FAILURE TO TAKE LEGAL ACTION

Arising out of or related to the failure of the insured to institute any legal action against the developer or any other person for “claims” related to any damage, destruction, or deterioration of any tangible property including without limitation construction defects, whether or not as a result of faulty or incorrect design or architectural plans, improper soil testing, inadequate or insufficient protection from soil and/or ground water movement, soil subsidence, or as a result of the supervision or actual construction, manufacturing, or assembly of any tangible property.

However, this exclusion does not apply to our duty to defend provided under I.B. DEFENSE AND PAYMENT, 1. and 2.

K. INJURY AND DAMAGE

Where all or part of such “claim” or “suit” is directly or indirectly, based on, attributable to, caused by, arising out of, resulting in, or relating in any way to “bodily injury”, “property damage”, “personal injury” or “advertising injury”.

L. INSURANCE

Arising from, based upon or attributable to any failure or omission on the part of the insured to use, effect, or maintain adequate insurance or bonds of any kind.

M. ASBESTOS

Based on, caused by, attributable to, related to, or in any manner and at any time arising out of:

1. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, ownership, sale, or disposal of asbestos, asbestos dust, asbestos fibers or material containing asbestos;
2. Exposure to asbestos, asbestos dust, asbestos fibers, or material containing asbestos; or
3. Any error or omission in supervision, instructions, recommendations, notices, warnings, or advice given, or which should have been given, in connection with asbestos, asbestos dust, asbestos fibers, or material containing asbestos.

N. POLLUTION

Based upon, attributable to, or arising out of:

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time;

2. Any request, demand, order or statutory or regulatory requirement that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
3. A “claim” or “suit” brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

O. NUCLEAR ENERGY

1. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Energy Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the “hazardous properties” of “nuclear material” and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law that amends it; or
 - b. The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America, or any of its agencies, with any person or organization.
3. Resulting from the “hazardous properties” of “nuclear material” if:
 - a. The “nuclear material” is at any “nuclear facility” owned by, or operated by or on behalf of an insured or has been discharged or dispersed therefrom;
 - b. The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
 - c. The “loss”, including all forms of radioactive contamination of property, arising out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this

This Coverage Part Provides Claims Made Coverage.

exclusion c. applies only to “property damage” to such “nuclear facility” and any property thereat.

P. ROT, MOLD, AND MILDEW OR OTHER FUNGI

Based upon or arising out of the exposure to, required removal or abatement of rot, mold or mildew, or other fungi, regardless of whether such rot, mold, or mildew, or other fungi, ensues from any cause or condition on, at, under or emanating from or to the premises, including but not limited to any such cause or condition involving the presence, discharge, or infiltration of moisture, vapor, water, or any other liquid, or any damage related to any of these.

Q. “CYBER LIABILITY”

Based upon or arising out of:

1. The unauthorized use of, or unauthorized access to, electronic “data” or software within your network or business;
2. The functioning, nonfunctioning, improperly functioning, availability, or unavailability of:
 - a. The internet or similar facility;
 - b. Any intranet or private network or similar facility; or
 - c. Any website, bulletin board, chat room, search engine, portal or similar third party application service.
3. Any alteration, corruption, destruction, distortion, erasure, “theft” or other loss of or damage to “data”, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set; or
4. Any loss of use or functionality, whether partial or entire, of “data”, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of any insured to conduct business.
5. Unauthorized use of, or unauthorized access to electronic “data” or software within your network or business.
6. Unauthorized access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.
7. Any requirement to incur expenses for the notification or credit monitoring of affected parties whose

confidential or personal information was compromised or any other related cost or expense.

R. PROFESSIONAL SERVICE

Based upon or arising out of the rendering or failure to render any professional service by an insured, including but not limited to:

- a. Legal, accounting, or advertising services;
- b. Engineering or Architectural services;
- c. Medical, surgical, dental, x-ray, or nursing services or treatment;
- d. Any health service or treatment;
- e. Any cosmetic or tonsorial service or treatment;
- f. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- g. Ear or body piercing services; and
- h. Services in the practice of pharmacy.

However, this exclusion does not apply to any services required to be performed by you as established by your governing documents.

S. WAR

Based upon or arising out of “war” or any act or condition incidental to “war”.

T. COMPLIANCE WITH ADA REQUIREMENTS

Based upon or arising out of your failure to comply with any of the accommodations for persons with disabilities as required by, or as the result of physical modifications made to accommodate any person pursuant to, the Americans With Disabilities Act, including any amendments to, or rules or regulations promulgated pursuant to this law, or similar provisions of any federal, state or local law to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

However, this exclusion does not apply to our duty to defend provided under I.B. DEFENSE AND PAYMENT, 1. and 2.

III. DIRECTORS AND OFFICERS LIABILITY WHO IS AN INSURED SECTION

A. EACH OF THE FOLLOWING IS AN INSURED:

1. You and any “subsidiary” named in the “Declarations”;
2. Any person who has been, now is, or shall become a duly elected or appointed director or trustee, a duly elected or appointed officer, a “covered employee”, or “committee member”, whether or not salaried, and any

This Coverage Part Provides Claims Made Coverage.

of your members acting at the direction of your board of directors on your behalf in a voluntary capacity;

3. Legal representatives or assigns of any insured in 1. or 2. above who is insolvent, incompetent or bankrupt.
4. Estates, heirs and legal representatives

In the event of the death, incapacity or bankruptcy of any natural person insured in 2. or 3. above, any "claim" or "suit" against his or her estate, heirs, legal representatives, or assigns based on actual or alleged "wrongful acts" of such insureds shall be deemed to be a "claim" or "suit" against such insured for the purposes of this Directors and Officers Liability Coverage Part.

5. Marital Estate

We shall cover "loss" arising from any "claim" made against the lawful (as determined by the applicable jurisdiction of the spouse) spouse of any natural person insured or partner in a civil union in 2. or 3. above if such "claim" arises solely out of the spousal relationship to the insured person. This coverage includes "claims" that seek damages recoverable from marital community property, property jointly held by the insured person and spouse or partner in a civil union, and property transferred from the insured person to spouse or partner in a civil union. However, we shall not cover any "claim" for any actual or alleged "wrongful act" committed by the spouse, himself or herself, or partner in a civil union of any such insured person. All provisions of this Directors and Officers Liability Coverage Part, including the application of any retention, which apply to the insured person, also apply to the spouse or partner in a civil union.

B. NONE OF THE FOLLOWING IS AN INSURED:

1. Your builder, developer or sponsor, or any person or organization affiliated with your builder, developer, or sponsor in any capacity.
2. Other than your employee, any person or organization performing community management duties for you.

IV. DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE SECTION

The limits of insurance shown in the "Declarations" and the provisions of this section determine the most we will pay for "loss" regardless of the number of:

1. Insureds and additional insureds;
2. "Claims" made or "suits" brought; or
3. Persons or organizations making "claims" or bringing "suit".

A. LIMITS OF INSURANCE ARE SUBJECT TO THE FOLLOWING:

1. The Aggregate Limit shown in the "Declarations" is the most we will pay for "loss" covered by this Coverage Part.

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

2. Subject to 1. above, the Each Wrongful Act Limit shown in the "Declarations" is the most we will pay because of all "loss" arising out of any one "wrongful act".
3. The limits of this Directors and Officers Liability Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the "Declarations", unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.
4. All "claims" arising out of all interrelated "wrongful acts" of insureds will be deemed one "claim", and such "claim" will be deemed to have originated in the earliest "policy period" in which any of such "claims" is first made against an insured.

V. DIRECTORS AND OFFICERS LIABILITY EXTENDED REPORTING PERIOD SECTION

We will provide an Automatic Extended Reporting Period as described in A. below and, if you purchase it, an Optional Extended Reporting Period Endorsement as described in B. in the event of any "termination of coverage".

A. AUTOMATIC EXTENDED REPORTING PERIOD

1. The Automatic Extended Reporting Period starts with the end of the "policy period" and lasts for 90 days.
2. The Automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the "claim", or would apply but for the exhaustion of its limit of insurance.
3. The Automatic Extended Reporting Period may not be canceled.
4. The Automatic Extended Reporting Period is provided without additional charge.

B. OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT

1. If you purchase the Optional Extended Reporting Period Endorsement, the Optional Extended Reporting

This Coverage Part Provides Claims Made Coverage.

Period will start upon the expiration of the Automatic Extended Reporting Period and will last for three years.

2. The cost for the Optional Extended Reporting Period is shown in the "Declarations".
3. We will offer the Optional Extended Reporting Period upon a "termination of coverage", unless the policy is canceled for nonpayment of premium, or fraudulent activities of an insured.
4. We will issue that Endorsement if the first Named Insured shown in the "Declarations" makes a written request to us for it which we receive within 60 days after the date of "termination of coverage".
5. The Optional Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be canceled.

C. EXTENDED REPORTING PERIOD CONDITIONS

Extended Reporting Periods are subject to the following conditions:

1. A "claim" first made during the Extended Reporting Period will be deemed to have been made on the last day of the "policy period", provided that the "claim" is for "loss" from "wrongful acts" which took place before the end of the "policy period" but not before any applicable Retroactive Date.

Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. Extended Reporting Periods apply only to the coverage terminated or reduced.

2. Extended Reporting Periods do not reinstate or increase the limits of liability applicable to this Directors and Officers Liability Coverage Part.
3. If this Directors and Officers Liability Coverage Part is canceled and you elect to purchase the Optional Extended Reporting Period Endorsement:
 - a. Any return premium due to you for the cancellation will be credited to the premium due for the Optional Extended Reporting Period Endorsement; and
 - b. Any additional premium due to us for the period the policy was in force must be fully paid before any payments can be applied to the premium due for the Optional Extended Reporting Period Endorsement.

VI. DIRECTORS AND OFFICERS LIABILITY CONDITIONS SECTION

The Directors and Officers Liability Coverage Part is subject to the following conditions:

A. LEGAL ACTION AGAINST US

1. No person or organization has a right under this Directors and Officers Liability Coverage Part:
 - a. To join us as a party or otherwise bring us into a "suit" against any insured; or
 - b. To sue us on this Directors and Officers Liability Coverage Part unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an "agreed settlement" or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "loss" or "defense costs" that are not payable under the terms of this Directors and Officers Liability Coverage Part or that are in excess of the applicable limit of insurance.

B. BANKRUPTCY

Bankruptcy or insolvency of the insured, or of the insured's estate will not relieve us of our obligation under this Directors and Officers Liability Coverage Part.

C. REPORTING AND NOTICE

1. A "claim" shall be considered to have been first reported to us either:
 - a. At the time that any insured first gives written notice to us that a "claim" has been made against the insured for such "wrongful act"; or
 - b. At the time that any insured first gives written notice to us of:
 - (1) The material facts or circumstances relating to such "wrongful act" as facts or circumstances having the potential of giving rise to a "claim" being made against the insured; or
 - (2) The receipt of written or verbal notice from any party that is the intention of such party to hold the insured responsible for such "wrongful act".
2. The insured shall, as a condition precedent to their rights under this policy, give to us written notice as soon as practicable of any "claim" made against any of them for a "wrongful act" and shall give us such information and cooperation as we may reasonably require.

D. OTHER DUTIES IN THE EVENT OF "WRONGFUL ACT", "CLAIM", OR "SUIT"

Failure to perform these duties will impair your rights under this Directors and Officers Liability Coverage Part.

This Coverage Part Provides Claims Made Coverage.

1. You must see to it that we are notified as soon as practicable of any “wrongful act” which may result in a “claim”. To the extent possible, notice should include:
 - a. How, when, and where the “wrongful act” took place;
 - b. The names and addresses of any persons involved in the “wrongful act” and witnesses; and
 - c. The nature of the harm resulting from the “wrongful act”.
2. Notice of a “wrongful act” is not notice of a “claim”.
3. If a “claim” is made against or received by an insured, you must:
 - a. Immediately record the specifics of the “claim” and the date received; and
 - b. Notify us in writing as soon as practicable.
4. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the “claim” or “suit”;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement, or defense of the “claim” or “suit”; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of “loss” to which this insurance may apply.
5. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

E. REPRESENTATIONS AND SEVERABILITY

1. In granting coverage under this Directors and Officers Liability Coverage Part to any one of the insureds, we have relied upon the declarations and statements in the application, including submitted materials and, if this is a renewal application, all such previous applications for which this coverage is a renewal. Declarations and statements are the basis of coverage and will be considered as incorporated in and constituting part of the Directors and Officers Liability Coverage Part.
2. The application for coverage will be construed as a separate application for coverage by each of the insureds. With respect to the declarations and statements contained in such written application for coverage, no statement in the application or knowledge

possessed by any insured will be imputed to any other insured for the purpose of determining the availability of coverage with respect to “claims” made against the insured whether or not your Association grants indemnification.

3. Except with respect to the limit of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:
 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each insured against whom “claim” is made or “suit” is brought.

F. OTHER INSURANCE

This insurance is excess of any other valid and collectible insurance whether primary, excess, contingent, or any other basis, except such other insurance as is written specifically to be excess over this insurance.

The other insurance will be deemed valid and collectible regardless of:

1. Any defense asserted by any other insurer because of the insured’s failure to comply with the terms of that insurance; or,
2. The inability of any other insurer to pay because bankruptcy or insolvency.

G. NEWLY CREATED OR ACQUIRED “SUBSIDIARIES”

1. If any “subsidiary”, created or acquired by the Named Insured after the inception of this Directors and Officers Liability Coverage Part, qualifies as a not-for-profit organization under the provision of Internal Revenue Code and would have been included as an insured under III. DIRECTORS AND OFFICERS LIABILITY WHO IS AN INSURED SECTION, such “subsidiary” will be included subject to:
 - a. The giving of written notice of such creation or acquisition to us as soon as practical, but in no event more than 120 days following such creation or acquisition; and
 - b. The giving of any underwriting information and the payment of any additional premium required by us.
2. If any “subsidiary” created or acquired by the Named Insured after the inception of this policy, does not qualify as a not-for-profit organization under the provisions of the Internal Revenue Code, such “subsidiary” will not be included until the insured has:

This Coverage Part Provides Claims Made Coverage.

- a. Given written notice of such creation or acquisition together with any underwriting information which may be required; and
- b. Received written approval from us and paid any additional premium required.

H. CONSOLIDATION OR MERGER

In the event that the Named Insured acquires by merger, or consolidates with, or is merged into, or acquired by any other organization after the inception of this policy, immediate written notice thereof will be given to us together with such information as we may require. You will pay any additional premium required by us.

I. TRANSFER OF RIGHTS OF RECOVERY

In the event of any payment under this Directors and Officers Liability Coverage Part, we will be subrogated to the extent of such payment to all the insured's rights of recovery. In such case the insured will execute all papers required and will do everything necessary to secure and preserve such right including the execution of such documents necessary to enable us effectively to bring "suit" in the name of the insured.

VII. DIRECTORS AND OFFICERS LIABILITY ADDITIONAL CHANGES

The following definitions are added to **XXII. DEFINITIONS SECTION** of the policy to which this Directors and Officers Liability Coverage Part is attached:

1. **"Claim(s)"** (DIRECTORS AND OFFICERS LIABILITY) means:
 - a. A written demand, sent by a person or organization, demanding either damages or the performance of a specific act, or both; or
 - b. "Suit".
2. **"Covered employee"** (DIRECTORS AND OFFICERS LIABILITY) means:
 - a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service);
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you.
 - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you. However, any such person is excluded while

having care and custody of property outside the "premises".

- c. Other than your employee, any person or any organization while acting as your community manager.

3. **"Defense costs"** (DIRECTORS AND OFFICERS LIABILITY) means:

- a. All expenses we incur;
- b. Costs, charges and expenses (other than regular or overtime wages, salaries or fees of your trustees, directors, officers, community managers, or employees) incurred at our request or with our written consent in the defense of legal actions, "suits", "claims", or proceedings and appeals therefrom and the cost of appeal, attachment or similar bonds. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the "claim" or "suit" including actual loss of earnings up to \$250 a day, per person, because of time off from work. "Defense costs" does not include salaries, wages, fees, hourly charges, or overhead of, or paid to, an insured.
- d. The cost of bonds to appeal a judgment or award in any "suit" we defend.

4. **"Loss"** (DIRECTORS AND OFFICERS LIABILITY) means the damages the insured is legally obligated to pay because of judgments or settlements arising out of "claims" or "suits" alleging "wrongful acts".

"Loss" does not include civil or criminal fines, sanctions, or penalties imposed by law, taxes, or any other matter deemed uninsurable pursuant to applicable law.

"Loss" does not include "defense costs".

5. **"Private employee benefits"** (DIRECTORS AND OFFICERS LIABILITY) means:

- a. Group Life Insurance;
- b. Group Accident, Health, Disability, and Dental Insurance;
- c. Profit-Sharing Plans;
- d. Pension Plans;
- e. Employee Stock Subscription Plans;
- f. Employee Travel, Vacation, or Savings Plans; or
- g. Accident, Health, Disability, and Dental Insurance.

This Coverage Part Provides Claims Made Coverage.

6. **“Public employee benefits”** (DIRECTORS AND OFFICERS LIABILITY) means:
- a. Workers Compensation;
 - b. Unemployment Insurance;
 - c. Social Security;
 - d. Any other disability income program required or provided by statute or other law; or
 - e. Accident, Health, Disability, and Dental Insurance.
7. **“Suit(s)”** (DIRECTORS AND OFFICERS LIABILITY) means a civil proceeding in which damages or nonpecuniary relief to which this insurance applies are alleged.
- “Suit” includes:
- a. An arbitration proceeding in which such damages or nonpecuniary relief are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or nonpecuniary relief are claimed and to which you submit with our consent.
 - c. A civil proceeding commenced by the service of a complaint or similar pleading.
 - d. A formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, or similar document.
8. **“Termination of coverage”** (DIRECTORS AND OFFICERS LIABILITY) means any cancellation or nonrenewal of the Directors And Officers Coverage Part.
9. **“Wrongful act(s)”** (DIRECTORS AND OFFICERS LIABILITY) means any negligent error, misstatement or misleading statement, act or omission, or neglect or breach of duty committed, attempted, or allegedly committed or attempted, by any insured in the discharge of duties to you, or any matter claimed solely by reason of service in such capacity.
- All errors, statements, acts, omissions, neglects or breaches of duty or matters claimed solely by reason of service in the discharge of duties to you which are causally connected, whether involving one or more of the insureds shall be deemed interrelated “wrongful acts”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ **Community Manager - Directors and Officers**

This endorsement modifies insurance provided by the Directors and Officers Liability Coverage Part under the following:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

1. Paragraph A. of III. DIRECTORS AND OFFICERS LIABILITY WHO IS AN INSURED SECTION is amended by the addition of the following:
Any person or organization acting as community manager for the Named Insured while performing community management duties for the Named Insured, but only with respect to liability for “wrongful acts” committed at the express direction of the Named Insured. However, your community manager is not an insured for “claims” or “suits” brought against them by you.
2. Paragraph B.2 of III. DIRECTORS AND OFFICERS LIABILITY WHO IS AN INSURED SECTION is deleted in its entirety.

All other terms and conditions of this policy remain unchanged by this endorsement.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

■ Disclosure Pursuant to Terrorism Risk Insurance Act

This endorsement modifies insurance provided by the following policies:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

This policy includes coverage for Certified Acts of Terrorism. Please refer to the applicable charge below.

SCHEDULE

	PREMIUM
Terrorism (<u>Certified Acts</u>)	\$999
Federal share of terrorism losses	<u>83%</u> Year <u>2017</u>
Federal share of terrorism losses	<u>82%</u> Year <u>2018</u>

A. DISCLOSURE OF PREMIUM

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

B. DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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

C. CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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

D. ADDITIONAL OR RETURN PREMIUM

The premium for "certified acts of terrorism" coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate December 31, 2020, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for "certified acts of terrorism", or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for "certified acts of terrorism" will continue. In either

case, when disposition of the federal program is determined, we will recalculate the premium shown in the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ **Cap on Losses from "Certified Acts of Terrorism"**

This endorsement modifies insurance provided by the following policies:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

A. The following is applicable to the Property Coverage Part:

1. CAP ON CERTIFIED TERRORISM LOSSES

With respect to any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

2. 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 Property Coverage Part, such as losses excluded by the III.B.1.d. NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS exclusions, III.B.1.e. "WAR" AND MILITARY ACTION exclusion or III.B.2.e. POLLUTION exclusion.

B. The following is applicable to the Liability Coverage Part, Directors & Officers Liability Coverage Part, Employee Benefits Liability Coverage Part and Environmental Impairment Liability Coverage Part:

1. CAP ON CERTIFIED TERRORISM LOSSES

With respect to any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

2. 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 these Coverage Parts, such as losses excluded by the "WAR" exclusion, HOSTILE ACTS exclusion, NUCLEAR ENERGY exclusion, NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS exclusions or the POLLUTION exclusion.

C. The following definition is added to XXVIII. DEFINITIONS SECTION:

"Certified act of terrorism" (PROPERTY, LIABILITY, DIRECTORS AND OFFICERS LIABILITY, EMPLOYEE BENEFITS LIABILITY, and ENVIRONMENTAL IMPAIRMENT LIABILITY) 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 that 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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ Lead Exclusion

This endorsement modifies insurance provided by the following policies:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

1. Paragraph B. EXCLUSIONS under SECTION III. PROPERTY CAUSES OF LOSS, EXCLUSIONS, AND LIMITATIONS is amended by the addition of the following exclusion:

LEAD

Caused by, based on, attributable to, related to or in any manner and at any time arising out of:

- a. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, exposure, ownership, sale or disposal of lead, lead fibers, lead dust, or material containing lead.
- b. Any error or omission in testing, failure to test, supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with lead, lead dust, lead fibers, or material containing lead.

2. SECTION XI. GENERAL LIABILITY EXCLUSIONS is amended by the addition of the following exclusion:

LEAD

“Bodily injury” or “property damage” caused by, based on, attributable to, related to or in any manner and at any time arising out of:

- a. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, exposure, ownership, sale or disposal of lead, lead fibers, lead dust, or material containing lead.
- b. Any error or omission in testing, failure to test, supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with lead, lead dust, lead fibers, or material containing lead.

3. SECTION XVI. EXCESS LIABILITY EXCLUSIONS is amended by the addition of the following exclusion:

LEAD

“Bodily injury” or “property damage” caused by, based on, attributable to, related to or in any manner and at any time arising out of:

- a. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, exposure, ownership, sale or disposal of lead, lead fibers, lead dust, or material containing lead.
- b. Any error or omission in testing, failure to test, supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with lead, lead dust, lead fibers, or material containing lead.

4. SECTION II. DIRECTORS AND OFFICERS LIABILITY EXCLUSIONS of the DIRECTORS AND OFFICERS COVERAGE PART is amended by the addition of the following exclusion:

LEAD

Resulting from, based on, attributable to, related to or in any manner and at any time arising out of:

- a. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, exposure, ownership, sale or disposal of lead, lead fibers, lead dust, or material containing lead.
- b. Any error or omission in testing, failure to test, supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with lead, lead dust, lead fibers, or material containing lead.

All other terms and conditions of this policy remain unchanged by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ **Amended Water Exclusion**

This endorsement modifies insurance provided by the Property Coverage Part of the following:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

III. PROPERTY CAUSES OF LOSS, EXCLUSIONS, AND LIMITATIONS SECTION is amended as follows:

Paragraph (3) of exclusion f. WATER under Section B. EXCLUSIONS is deleted and replaced by the following:

- (3) Continuous or repeated seepage, leakage, or inundation of water, or the presence of condensation, humidity, moisture, or vapor, that occurs over 14 days or more.

All other terms and conditions of this policy remain unchanged by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ Power Failure or Interruption Coverage - Sump Pump

This endorsement modifies insurance provided by the Property Coverage Part of the following:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

IV. PROPERTY ADDITIONAL COVERED CAUSES OF LOSS SECTION is amended by the addition of the following:

POWER FAILURE OR INTERRUPTION COVERAGE – SUMP PUMP

Subject to the limit of insurance and valuation shown below, we will pay for direct physical loss or damage to “covered property” caused by or resulting from water which backs up through, overflows, or is otherwise discharged from a sump well, if the back up, overflow or discharge results from a power failure, or power interruption to a sump pump or related equipment. No deductible applies to this coverage.

LIMIT OF INSURANCE

\$15,000 per occurrence

VALUATION

Replacement Cost

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ **Deductible Credit**

This endorsement modifies insurance provided by the Property Coverage Part of the following:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

The following is added to the Property Coverage Part, **VI. PROPERTY CONDITIONS SECTION, K. DEDUCTIBLE:**

When a loss or damage caused by or resulting from a COVERED CAUSE OF LOSS to "covered property" exceeds \$250,000, the deductible amount shown on the "Declarations" is waived.

This endorsement does not apply to any deductibles shown on endorsements to this policy or to any per "unit" deductibles.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ **Deductible Allowance**

This endorsement modifies insurance provided by the Property Coverage Part of the following:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

The following is added to the Property Coverage Part, **VI. PROPERTY CONDITIONS SECTION, K. DEDUCTIBLE:**

DEDUCTIBLE ALLOWANCE

- A.** For every consecutive annual “policy period” that you do not sustain a loss or damage caused by or resulting from a COVERED CAUSE OF LOSS to “covered property”, to which the deductible amount shown on the “Declarations” applies, and also applies to all other endorsements, we will annually allot 20% of the deductible amount shown on the “Declarations” to a Deductible Allowance to be used in the event of a future loss or damage resulting from a COVERED CAUSE OF LOSS to “covered property”.
- B.** The Deductible Allowance is subject to the following conditions:
1. The Deductible Allowance shall be used for any loss or damage from a COVERED CAUSE OF LOSS to “covered property” that exceeds the applicable deductible shown on the “Declarations” and all endorsements;
 2. The Deductible Allowance may not be used if loss or damage caused by or resulting from a COVERED CAUSE OF LOSS to “covered property” is less than the applicable deductible shown on the “Declarations” and all endorsements;
 3. The Deductible Allowance is eliminated in the event we pay a loss or damage caused by or resulting from a COVERED CAUSE OF LOSS to “covered property” for which a deductible applies;
 4. The Deductible Allowance cannot exceed the applicable deductible amount shown on the “Declarations” and all endorsements. The maximum Deductible Allowance you may accrue is \$5,000.
- C.** For example, if your deductible amount shown on the “Declarations” is \$5,000 and you do not sustain a loss or damage from a COVERED CAUSE OF LOSS to “covered property” for four consecutive annual “policy periods”, the Deductible Allowance will have accrued \$4,000. If you then sustain a loss or damage caused by or resulting COVERED CAUSE OF LOSS to “covered property”, that exceeds the applicable deductible shown on the “Declarations”, the Deductible Allowance of \$4,000 may be used to reduce the applicable deductible by \$4,000.

All other terms and conditions of this policy remain unchanged by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ **Employee Dishonesty - Community Manager**

This endorsement modifies insurance provided by the Property Coverage Part of the following:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

Definition 18. "Covered employee" (PROPERTY) of **XXII. DEFINITIONS SECTION** is deleted and replaced by the following:

18. **"Covered employee"** (PROPERTY) means:

- a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service);
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you.
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you. However, any such person is excluded while having care and custody of property outside the "premises".
- c. Any natural person who is a duly elected or appointed director, trustee, "officer", "committee" volunteer or "committee member", whether salaried or not, and any other person acting on behalf or at the direction of an "officer" or board of directors of your Association with the exception of the developer when acting in a capacity as the developer.
- d. Other than your "employee", any person or any organization while acting as your community manager.

But covered employee does not include

- a. Any "employee" immediately upon discovery by:
 - (1) You; or
 - (2) Any of your "officers" and directors not in collusion with the employee, director, "officer" or board member; of any dishonest act committed by that employee, director, "officer" or board member whether before or after being hired or appointed by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ **Connecticut Changes - Amendatory Endorsement**

This endorsement modifies insurance provided under the following:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

- A. VI. PROPERTY CONDITIONS SECTION, Paragraph D. LEGAL ACTION AGAINST US** is amended by the addition of the following:
- However, with respect only to **IV. PROPERTY ADDITIONAL COVERED CAUSES OF LOSS SECTION, Paragraph B. WORLD WIDE CRIME COVERAGES**, no one may bring a legal action against us:
1. Unless there has been full compliance with all of the terms of this Property Coverage Part;
 2. Until 90 days after you have filed proof of loss with us; and
 3. Unless the action is brought within three years after the date on which the direct physical loss or damage occurred.
- B. VI. PROPERTY CONDITIONS SECTION, Paragraph H. MORTGAGE HOLDER RIGHTS, Paragraph 5.b.** is replaced by the following:
- b. The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired, nor will its rights to sue.
- C. VI. PROPERTY CONDITIONS SECTION, Paragraph H. MORTGAGE HOLDER RIGHTS,** is amended by the addition of the following:
8. If loss hereunder is made payable, in whole or in part, to a designated mortgage holder not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgage holder a ten days' written notice of cancellation.
- D. VI. PROPERTY CONDITIONS SECTION, O. LOSS PAYMENT, Paragraph 7.** is amended by the addition of the following:
- Prior to the expiration of the aforementioned time period, we may make partial payment towards the amount of loss as an advance payment, provided we and you agree to such advance payment in writing. The advance payment will be credited towards the total amount of covered loss or damage. An advance payment does not extend the time for payment of the total amount of covered loss or damage.
- E. VI. PROPERTY CONDITIONS SECTION** is amended by the addition of the following:
- CONNECTICUT STANDARD FIRE POLICY**
- If any conditions of The Standard Fire Insurance Policy of the State of Connecticut, as set forth in the General Statutes of Connecticut, are construed to be more liberal than any other policy condition, the conditions of The Standard Fire Insurance Policy will apply.
- E.** The following is added to any provision which uses the term actual cash value as it pertains to direct loss or damage to a covered building caused by a loss covered under this policy:
- The actual cash value immediately prior to the time of such loss or damage shall be the amount which it would cost to repair or replace such building with material of like kind and quality, minus reasonable depreciation. Depreciation, as used herein, means a decrease in value over a period of time due to wear and tear.
- G. XII. GENERAL LIABILITY WHO IS AN INSURED SECTION, A. WHO IS AN INSURED – “BODILY INJURY”, “PROPERTY DAMAGE”, “PERSONAL INJURY”, “ADVERTISING INJURY”, AND MEDICAL PAYMENTS, Paragraph 1.e.** is replaced by the following:
- e. Your individual unit owners (shareholders in the COOPERATIVE APARTMENT INSURANCE POLICY or owners in the HOMEOWNERS ASSOCIATION INSURANCE POLICY), but only for liability arising out of their membership in the association (or cooperative).
- H. XIII. GENERAL LIABILITY CONDITIONS SECTION, Paragraph F. OTHER INSURANCE** is amended by the addition of the following:

UNIT OWNER'S, OWNER'S OR SHAREHOLDER'S INSURANCE

This insurance is primary with respect to any other insurance available to the unit owner (shareholder in the COOPERATIVE APARTMENT INSURANCE POLICY or owner in the HOMEOWNERS ASSOCIATION INSURANCE POLICY), except when Paragraphs 1., 3. or 4. above apply. If this insurance is primary, our obligations are not affected, unless any of the other insurance is also primary. In that event, we will pay our share of the covered damages. Our share is the proportion that the applicable limit of insurance under this Liability Coverage Part bears to the sum of the limits of all other applicable insurance.

I. XX. LIABILITY CONDITIONS SECTION, B. REPRESENTATIONS is amended by the addition of the following:

No act or omission by the unit owner, shareholder in the COOPERATIVE APARTMENT INSURANCE POLICY or owner in the HOMEOWNERS ASSOCIATION INSURANCE POLICY, unless acting within the scope of the unit owner's, shareholder's or owner's authority on behalf of the condominium or homeowners association or the apartment cooperative, will void the policy or be a condition of recovery under the policy.

J. XXI. COMMON POLICY CONDITIONS SECTION, Paragraph A. CANCELLATION is replaced by the following:

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. **CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS**

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy in its entirety, or any Coverage Part or coverage within a Coverage Part that is part of this policy, for any reason by giving 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. **CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**

- a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy in its entirety, or any Coverage Part or coverage within a Coverage Part that is part of this policy, by giving written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation, if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;
- (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim under the policy;
- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
- (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

- (2) 60 days before the effective date of cancellation, if we cancel for one or more of the following reasons:

- (a) Physical changes in the property which increase the hazard insured against;
- (b) A material increase in the hazard insured against; or
- (c) A substantial loss of reinsurance by us affecting this particular line of insurance.

- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in 3.a. above.

- c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

- d. Notice of cancellation will be sent or delivered by:

- (1) Registered Mail;
- (2) Certified Mail; or
- (3) Mail evidenced by a United States Post Office certificate of mailing.

4. Notice under this Paragraph **A. CANCELLATION** will be delivered or mailed to:
 - a. The Named Insured;
 - b. Each unit owner (shareholder in the COOPERATIVE APARTMENT INSURANCE POLICY or owner in the HOMEOWNERS ASSOCIATION INSURANCE POLICY) to whom we issued a certificate or memorandum of insurance; and
 - c. Each holder of a security interest to whom we issued a certificate or memorandum of insurance; at the last mailing address known to us.
 5. Notice of cancellation will state the specific reason for cancellation and the effective date of cancellation. The “policy period” will end on that date.
 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the cancellation will be pro rata. If the first Named Insured cancels, the refund will be 90% of pro rata. The cancellation will be effective even if we have not made or offered a refund. Notice of cancellation will state that the excess premium, if not tendered with the cancellation notice, will be refunded on demand.
 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- K. XXI. COMMON POLICY CONDITIONS SECTION, B. NONRENEWAL**, Paragraphs 2. and 3. are replaced by the following:
2. If we decide not to renew this policy in its entirety, or any Coverage Part or coverage within a Coverage Part that is part of this policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date or anniversary date of this policy, to:
 - a. The Named Insured;
 - b. Each unit owner (shareholder in the COOPERATIVE APARTMENT INSURANCE POLICY or owner in the HOMEOWNERS ASSOCIATION INSURANCE POLICY) to whom we issued a certificate or memorandum of insurance; and
 - c. Each holder of a security interest to whom we issued a certificate or memorandum of insurance.
 3. We will mail or deliver such notice of nonrenewal to you and to each party listed in Paragraphs 2.b. and 2.c. above, as applicable, at the last mailing address known to us.
- L. XXI. COMMON POLICY CONDITIONS SECTION, B. NONRENEWAL**, is amended by the addition of the following:
5. We are not required to send this notice, if nonrenewal is due to your failure to pay any advance premium required for renewal.
 6. Notice of nonrenewal will be delivered or sent by:
 - a. Registered mail;
 - b. Certified mail; or
 - c. Mail evidenced by a certificate of mailing.
- M. XXII. DEFINITIONS SECTION** is amended by the addition of the following. This definition applies to the policy as well as any additional Coverage Parts attached to this policy:
- Wherever the terms ‘spouse’, ‘family’, ‘family member’ or ‘relative’ appear within this policy, including any and all endorsements attached to it, those terms shall include a party to a civil union recognized under Connecticut law.
- N.** If the **Directors & Officers Liability Coverage Part** is attached to this policy, **V. DIRECTORS AND OFFICERS LIABILITY EXTENDED REPORTING PERIOD SECTION, A. AUTOMATIC EXTENDED REPORTING PERIOD**, Paragraph 2. is deleted.
- O.** If the **Directors & Officers Liability Coverage Part** is attached to this policy, **V. DIRECTORS AND OFFICERS LIABILITY EXTENDED REPORTING PERIOD SECTION, B. OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT**, Paragraph 3. is replaced by the following:
3. We will provide the Optional Extended Reporting Period upon your request, per Paragraph 4. immediately below.
- P.** If the **Directors & Officers Liability Coverage Part** is attached to this policy, **V. DIRECTORS AND OFFICERS LIABILITY EXTENDED REPORTING PERIOD SECTION**, Paragraph **B. OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT** is amended by the addition of the following:

6. The Optional Extended Reporting Period Endorsement will provide limits of liability equal to the aggregate limit of liability specified in the policy.
7. The premium charged for the Optional Extended Reporting Period Endorsement will be based upon the rates for such coverage in effect on the later of the date this policy was issued or last renewed. We will not charge a different premium for such extension due to any change in our rates, rating plans, or rating rules subsequent to the issuance or last renewal of this policy. The premium for the Optional Extended Reporting Period Endorsement will be deemed fully earned at the inception of this optional reporting period extension.

Q. If the **Directors & Officers Liability Coverage Part** is attached to this policy, **V. DIRECTORS AND OFFICERS LIABILITY EXTENDED REPORTING PERIOD SECTION**, Paragraph **C. EXTENDED REPORTING PERIOD CONDITIONS** is amended by the addition of the following:

4. In the event of a “termination of coverage”, we will provide you with a written notice advising you of the Automatic Extended Reporting Period provided under this policy. That notice will also include notification of the availability of, premium for, and the importance of purchasing the Optional Extended Reporting Period Endorsement. This notice will be sent no earlier than the date of notification of the “termination of coverage” nor later than fifteen (15) days after such “termination of coverage”.

R. If the **Directors & Officers Liability Coverage Part** is attached to this policy, **VI. DIRECTORS AND OFFICERS LIABILITY CONDITIONS SECTION**, is amended by the addition of the following:

1. YOUR RIGHT TO “CLAIM” AND “WRONGFUL ACT” INFORMATION

We will furnish the first Named Insured shown in the “Declarations” with the following information:

1. A list or other record of “wrongful acts”, not previously reported to any other insurer, of which we were notified in accordance with the **OTHER DUTIES IN THE EVENT OF “WRONGFUL ACT”, “CLAIM”, OR “SUIT”** condition. This will include the date and brief description of the “wrongful act”, if that information was in the notice we received.
2. A summary, by policy year, of payments made and amounts reserved, stated separately, under the limits of insurance, as stated in **IV. DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE SECTION**.
3. A report which includes written premiums and pricing information.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant’s representative without our consent.

If we cancel or elect not to renew this Coverage Part:

1. For reasons other than those requiring 10 days’ notice, we will provide such information to the first Named Insured or the first Named Insured’s authorized agent no later than the date of the notice of coverage termination.
2. Where 10 days’ notice is required, the reports shall be provided no later than 30 days after receipt of the written request from the first Named Insured or the first Named Insured’s agent.

In other circumstances, we will provide this information only if we receive a written request from the first Named Insured or the first Named Insured’s authorized agent or broker. In this case, we will provide this information no later than 30 days after receipt of the request.

We compile “claim” and “wrongful act” information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

2. RETROACTIVE DATE

Once the retroactive date is established, it may be advanced only with the written consent of the insured. Prior to the advancement of the retroactive date by us, we must obtain the written consent from the named insured.

S. If the **Directors & Officers Liability Coverage Part** is attached to this policy, **VII. DIRECTORS AND OFFICERS LIABILITY ADDITIONAL CHANGES**, Paragraph **8. “Termination of coverage”** is replaced by the following:

8. **“Termination of coverage”** (DIRECTORS AND OFFICERS) means, whether made by us or the Named Insured at any time:
 - a. The cancellation or nonrenewal of this coverage part; or

- b. A decrease in limits, a reduction in coverage, an increased deductible or self-insured retention, a new exclusion, or any other change in coverage less favorable to you.
- T.** If the **Environmental Impairment Liability Coverage Part** is a part of this policy, the introductory paragraphs preceding Paragraph **A.** in **V. ENVIRONMENTAL IMPAIRMENT LIABILITY EXTENDED REPORTING PERIOD SECTION** are replaced by the following:
- In the event of any “termination of coverage”, we will provide an Automatic Extended Reporting Period as described in Paragraph **A. AUTOMATIC EXTENDED REPORTING PERIOD** and, if you purchase it, an Optional Extended Reporting Period as described in Paragraph **B. OPTIONAL EXTENDED REPORTING PERIOD**.
- U.** If the **Environmental Impairment Liability Coverage Part** is a part of this policy, **V. ENVIRONMENTAL IMPAIRMENT LIABILITY EXTENDED REPORTING PERIOD SECTION, A. AUTOMATIC EXTENDED REPORTING PERIOD**, Paragraph 3. is deleted.
- V.** If the **Environmental Impairment Liability Coverage Part** is a part of this policy, **V. ENVIRONMENTAL IMPAIRMENT LIABILITY EXTENDED REPORTING PERIOD SECTION, B. OPTIONAL EXTENDED REPORTING PERIOD**, Paragraphs 1., 3., and 5. are replaced by the following:
1. If you purchase the Optional Extended Reporting Period, it will start upon the expiration of the Automatic Extended Reporting Period and will last for one year.
 3. We will provide the Optional Extended Reporting Period, if the first Named Insured makes a written request to us for it which we receive within the greater of:
 - a. 30 days after the “termination of coverage”; or
 - b. 15 days from the date of delivery or mailing of the required notice advising you of the availability of, premium for, and importance of purchasing the Optional Extended Reporting Period.
 5. The Optional Extended Reporting Period will provide limits of liability equal to the aggregate limit of liability specified in the policy.
- W.** If the **Environmental Impairment Liability Coverage Part** is a part of this policy, **V. ENVIRONMENTAL IMPAIRMENT LIABILITY EXTENDED REPORTING PERIOD SECTION**, Paragraph **B. OPTIONAL EXTENDED REPORTING PERIOD**, is amended by the addition of the following:
6. The premium charged for the Optional Extended Reporting Period will be based upon the rates for such coverage in effect on the later of the date this policy was issued or last renewed. We will not charge a different premium for such extension due to any change in our rates, rating plans, or rating rules subsequent to the issuance or last renewal of this policy. The premium for the Optional Extended Reporting Period will be deemed fully earned at the inception of this optional reporting period extension.
- X.** If the **Environmental Impairment Liability Coverage Part** is a part of this policy, **V. ENVIRONMENTAL IMPAIRMENT LIABILITY EXTENDED REPORTING PERIOD SECTION**, Paragraph **C. Extended Reporting Periods are subject to the following conditions** is amended by the addition of the following:
- In the event of a “termination of coverage”, we will provide you with a written notice advising you of the Automatic Extended Reporting Period provided under this policy. That notice will also include notification of the availability of, premium for, and the importance of purchasing the Optional Extended Reporting Period. This notice will be sent no earlier than the date of notification of the “termination of coverage” nor later than fifteen (15) days after such “termination of coverage”.
- Y.** If the **Environmental Impairment Liability Coverage Part** is a part of this policy, **VI. ENVIRONMENTAL IMPAIRMENT LIABILITY CONDITIONS SECTION**, is amended by the addition of the following:
- 1. YOUR RIGHT TO “CLAIM” OR “SUIT” INFORMATION**
- We will furnish the first Named Insured shown in the “Declarations” with the following information:
1. A list or other record of each “claim”, not previously reported to any other insurer, of which we were notified in accordance with the **DUTIES IN THE EVENT OF “CLAIM(S)” OR “SUIT(S)”** condition. This will include the date and brief description of the “claim”, if that information was in the notice we received.
 2. A summary, by policy year, of payments made and amounts reserved, stated separately, under the limits of insurance, as stated in **IV. ENVIRONMENTAL IMPAIRMENT LIABILITY LIMITS OF INSURANCE SECTION**.
 3. A report which includes written premiums and pricing information.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part:

1. For reasons other than those requiring 10 days' notice, we will provide such information to the first Named Insured or the first Named Insured's authorized agent no later than the date of the notice of coverage termination.
2. Where 10 days' notice is required, the reports shall be provided no later than 30 days after receipt of the written request from the first Named Insured or the first Named Insured's agent.

In other circumstances, we will provide this information only if we receive a written request from the first Named Insured or the first Named Insured's authorized agent or broker. In this case, we will provide this information no later than 30 days after receipt of the request.

We compile "claim" and "suit" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

2. RETROACTIVE DATE

Once the retroactive date is established, it may be advanced only with the written consent of the insured. Prior to the advancement of the retroactive date by us, we must obtain the written consent from the named insured.

Z. If the **Environmental Impairment Liability Coverage Part** is a part of this policy, **VII. ENVIRONMENTAL IMPAIRMENT LIABILITY ADDITIONAL CHANGES**, Paragraph **B.11**. "Termination of coverage" is replaced by the following:

11. "**Termination of coverage**" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means, whether made by us or the Named Insured at any time:
 - a. The cancellation or nonrenewal of this Coverage Part; or
 - b. A decrease in limits, a reduction in coverage, an increased deductible or self-insured retention, a new exclusion, or any other change in coverage less favorable to you.

Aa. If the **Employee Benefits Liability Coverage Part** is a part of this policy, the introductory paragraph in **V. EMPLOYEE BENEFITS LIABILITY EXTENDED REPORTING PERIOD SECTION** is replaced by the following:

In the event of any "termination of coverage", we will provide an Automatic Extended Reporting Period as described in **A. AUTOMATIC EXTENDED REPORTING PERIOD** and, if you purchase it, an Optional Extended Reporting Period as described in Paragraph **B. OPTIONAL EXTENDED REPORTING PERIOD**.

Bb. If the **Employee Benefits Liability Coverage Part** is a part of this policy, **A. AUTOMATIC EXTENDED REPORTING PERIOD**, Paragraph 2. is deleted.

Cc. If the **Employee Benefits Liability Coverage Part** is a part of this policy, Paragraph **B. OPTIONAL EXTENDED REPORTING PERIOD** is amended by the addition of the following:

5. The Optional Extended Reporting Period will provide limits of liability equal to the aggregate limit of liability specified in the policy.
6. The premium charged for the Optional Extended Reporting Period will be based upon the rates for such coverage in effect on the later of the date this policy was issued or last renewed. We will not charge a different premium for such extension due to any change in our rates, rating plans, or rating rules subsequent to the issuance or last renewal of this policy. The premium for the Optional Extended Reporting Period will be deemed fully earned at the inception of this optional reporting period extension.

Dd. If the **Employee Benefits Liability Coverage Part** is a part of this policy, **V. EMPLOYEE BENEFITS LIABILITY EXTENDED REPORTING PERIOD SECTION**, Paragraph **C. Extended Reporting Periods are subject to the following conditions** is amended by the addition of the following condition:

In the event of a "termination of coverage", we will provide you with a written notice advising you of the Automatic Extended Reporting Period provided under this policy. That notice will also include notification of the availability of, premium for, and the importance of purchasing the Optional Extended Reporting Period. This notice will be sent no earlier than the date of notification of the "termination of coverage" nor later than fifteen (15) days after such "termination of coverage".

Ee. If the **Employee Benefits Liability Coverage Part** is a part of this policy, **VI. EMPLOYEE BENEFITS LIABILITY CONDITIONS SECTION** is amended by the addition of the following:

1. YOUR RIGHT TO “CLAIM” AND “WRONGFUL ACT” INFORMATION

We will furnish the first Named Insured shown in the “Declarations” with the following information:

1. A list or other record of “wrongful acts”, not previously reported to any other insurer, of which we were notified in accordance with the **DUTIES IN THE EVENT OF “WRONGFUL ACT”, “CLAIM”, OR “SUIT”** condition. This will include the date and brief description of the “wrongful act”, if that information was in the notice we received.
2. A summary, by policy year, of payments made and amounts reserved, stated separately, under the limits of insurance, as stated in **IV. EMPLOYEE BENEFITS LIABILITY LIMITS OF INSURANCE SECTION**.
3. A report which includes written premiums and pricing information.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant’s representative without our consent.

If we cancel or elect not to renew this Coverage Part:

1. For reasons other than those requiring 10 days’ notice, we will provide such information to the first Named Insured or the first Named Insured’s authorized agent no later than the date of the notice of coverage termination.
2. Where 10 days’ notice is required, the reports shall be provided no later than 30 days after receipt of the written request from the first Named Insured or the first Named Insured’s agent.

In other circumstances, we will provide this information only if we receive a written request from the first Named Insured or the first Named Insured’s authorized agent or broker. In this case, we will provide this information no later than 30 days after receipt of the request.

We compile “claim” and “wrongful act” information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

2. RETROACTIVE DATE

Once the retroactive date is established, it may be advanced only with the written consent of the insured. Prior to the advancement of the retroactive date by us, we must obtain the written consent from the named insured.

Ff. If the **Employee Benefits Liability Coverage Part** is a part of this policy, **VII. EMPLOYEE BENEFITS LIABILITY ADDITIONAL CHANGES**, Paragraph **B.8.** is replaced by the following:

8. **“Termination of coverage”** (EMPLOYEE BENEFITS LIABILITY) means, whether made by us or the Named Insured at any time:
 - a. The cancellation or nonrenewal of this Coverage Part; or
 - b. A decrease in limits, a reduction in coverage, an increased deductible or self-insured retention, a new exclusion, or any other change in coverage less favorable to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

■ **"Fungus", Wet Rot and Dry Rot Coverage**

This endorsement modifies insurance provided by the Property Coverage Part of the following:

CONDOMINIUM ASSOCIATION INSURANCE POLICY
COOPERATIVE APARTMENT INSURANCE POLICY
HOMEOWNERS ASSOCIATION INSURANCE POLICY
OFFICE CONDOMINIUM ASSOCIATION INSURANCE POLICY

A. The following exclusion is added to **III.B. EXCLUSIONS, 1.:**

"FUNGUS", WET ROT AND DRY ROT

Presence, growth, proliferation, spread, or any activity of "fungus" or wet or dry rot.

But, if "fungus" or wet or dry rot results in a "specified causes of loss", we will pay for the loss or damage caused by that "specified cause of loss".

However, this exclusion does not apply when "fungus" or wet or dry rot results from fire or lightning.

Except as provided under Paragraph **C. "FUNGUS", WET ROT AND DRY ROT COVERAGE** of this endorsement.

B. **III.B. EXCLUSIONS, 2.** is amended as follows:

1. Exclusion **b.(5)** is deleted.

2. The following exclusion is added:

NEGLECT OF AN INSURED

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

C. The following exclusion is added to **IV. PROPERTY ADDITIONAL COVERED CAUSES OF LOSS SECTION:**

"FUNGUS", WET ROT AND DRY ROT COVERAGE

1. We will pay for loss or damage by "fungus" or wet or dry rot. As used in this endorsement, the term loss or damage means:
 - a. Direct physical loss or damage to "covered property" caused by "fungus" or wet or dry rot, including the cost of removal of the "fungus" or wet or dry rot;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus" or wet or dry rot; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus" or wet or dry rot are present.

The coverage described above is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of COVERED CAUSE OF LOSS, other than fire or lightning, which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus" or wet or dry rot, we will not pay more than a total of \$15,000 even if the "fungus" or wet or dry rot continues to be present or active, or recurs in a later policy period.

2. The following provisions a. or b. applies only if II.A. MAINTENANCE FEES, B. COMMUNITY INCOME or C. EXTRA EXPENSE coverage applies to the "premises" and only if the suspension of operations satisfies all terms and conditions of the applicable II.A. MAINTENANCE FEES, B. COMMUNITY INCOME or C. EXTRA EXPENSE coverage.
 - a. If the loss which resulted in "fungus" or wet or dry rot does not in itself necessitate a suspension of operations, but such suspension is necessary due to loss or damage to property caused by "fungus" or wet or dry rot, then our payment under II.A. MAINTENANCE FEES, B. COMMUNITY INCOME or C. EXTRA EXPENSE is limited to the amount of loss and expense sustained in a period of not more than 30 days. The days do not be consecutive.
 - b. If a covered suspension of operations was caused by loss or damage other than "fungus" or wet or dry rot but remediation of "fungus" or wet or dry rot prolongs the "period of restoration", we will pay for loss and expense sustained during the

delay, regardless of when such a delay occurs during the “period of restoration”, but such coverage is limited to 30 days. The days do not be consecutive.

3. The coverage described in provisions 1. and 2. above only applies when the “fungus” or wet or dry rot is the result of one or more COVERED CAUSE OF LOSS other than fire or lightning that occurs during the “policy period” and only if all reasonable means were used to save and preserve the property from further reasonably foreseeable damage at the time of and after that occurrence.

4. The coverage provided under this endorsement does not increase the applicable limit of insurance on any “covered property”. If a particular occurrence results in loss or damage by “fungus” or wet or dry rot, and other loss or damage, we will not pay more for the total of all loss or damage, than the applicable limit of insurance on the affected “covered property”.

If there is covered loss or damage to “covered property”, not caused by “fungus” or wet or dry rot, loss payment will not be limited by the terms of this endorsement except to the extent that “fungus” or wet or dry rot causes an increase in the loss. Any such increase in loss will be subject to the terms of this endorsement.

D. The following exclusion is added to XXII. DEFINITIONS SECTION:

“**Fungus**” (PROPERTY) means any type or form of fungus or bacteria, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi or bacteria.

All other terms and conditions of the Policy remain unchanged by this endorsement.

COMMUNITY ASSOCIATION UNDERWRITERS RENEWAL INVOICE

PRODUCER NAME & ADDRESS

Bouvier Insurance
29 North Main Street
West Hartford, CT 06107

INSURED NAME AND MAILING ADDRESS

Westbury Condominiums Association, Inc.
20 Outlook Ave
West Hartford, CT 06117

S93

ACCOUNT #	POLICY #	INSURANCE COMPANY	LINE OF BUSINESS	INVOICE DATE
24994	CAU501936-1	AAICO	CPKGE	09/18/2017

THE INSURED HAS THE OPTION OF PAYING THE FIRST YEAR'S PREMIUM OF \$34,284.00 BY 11/01/2017 OR CHOOSING OUR INSTALLMENT PAYMENT PLAN. IF THE INSURED CHOOSES TO BE BILLED IN INSTALLMENTS, A FIRST PAYMENT OF \$11,428.00 IS DUE BY 11/01/2017. THERE WILL BE AN INSTALLMENT CHARGE OF \$8.00 PER INSTALLMENT.

INSTALLMENT SCHEDULE

INSTALLMENT	DUE DATE	INSTALLMENT AMOUNT	INSTALLMENT CHARGE	TOTAL INSTALLMENT
DOWN PAYMENT	11/01/2017	\$11,428.00	\$0.00	\$11,428.00
1.	12/01/2017	\$2,857.00	\$8.00	\$2,865.00
2.	01/01/2018	\$2,857.00	\$8.00	\$2,865.00
3.	02/01/2018	\$2,857.00	\$8.00	\$2,865.00
4.	03/01/2018	\$2,857.00	\$8.00	\$2,865.00
5.	04/01/2018	\$2,857.00	\$8.00	\$2,865.00
6.	05/01/2018	\$2,857.00	\$8.00	\$2,865.00
7.	06/01/2018	\$2,857.00	\$8.00	\$2,865.00
8.	07/01/2018	\$2,857.00	\$8.00	\$2,865.00
		\$34,284.00	\$64.00	\$34,348.00

NOTE: THIS INVOICE DOES NOT REFLECT ANY PAYMENTS ALREADY MADE. THIS INSTALLMENT SCHEDULE IS SUBJECT TO CHANGE IN THE EVENT OF AN ENDORSEMENT OR REVISION TO THE POLICY.

REMINDER: PAYMENT IS DUE WITHIN 30 DAYS OF THE POLICY EFFECTIVE DATE.

PLEASE MAKE CHECKS PAYABLE TO COMMUNITY ASSOCIATION UNDERWRITERS.
REMIT THE TOTAL PREMIUM AMOUNT.

If you have any questions, please call (800) 228-1930.

ACCOUNT #	AAICO POLICY #	EFFECTIVE DATE	EXPIRATION DATE	PREMIUM	STATE FEE	TOTAL PREMIUM
24994	CAU501936-1	10/01/2017	10/01/2018	\$34,284.00	\$0.00	\$34,284.00

INSURED NAME AND MAILING ADDRESS

**Westbury Condominiums Association, Inc.
20 Outlook Ave
West Hartford, CT 06117**

PLEASE MAKE CHECK PAYABLE TO:
Community Association Underwriters

PLEASE MAIL CHECK TO:
Community Association Underwriters
P.O. Box 1100
Newtown, PA 18940