



**“Common Assurance” Umbrella Program**  
**Evidence of Insurance & Purchasing Group Membership**

**Producer:**

Toother Ferraris (Wilton)  
 43 Danbury Rd.  
 Wilton, CT 06897

**NAMED INSURED:**  
 Washington's Headquarters Homeowners Association  
 c/o Bay Property Management  
 P.O. Box 905  
 Elmsford, NY 10523

**PROGRAM ADMINISTRATOR:**  
**McGowan & Company, Inc.**  
 Home Office - Old Forge Centre  
 20595 Lorain Road  
 Fairview Park, OH 44126  
 (440) 333-6300 / (440) 333-3214 (Fax)  
 www.mcgowaninsurance.com

**ITEM 1. COVERAGE PERIOD:** Effective 05/15/2007 To 05/15/2008 At 12:01 A.M. Standard Time  
 At Your Mailing Address Shown Above  
 This Insurance Shall Not Apply To Any Claim, Suit, Or Loss  
 Involving An Occurrence Which Takes Place Outside Of These Dates.  
**EVIDENCE NUMBER:** 79577918-38433

**ITEM 2. INSURER:** A. \$ 15,000,000 / \$ 15,000,000 X/S Primary  
 Federal Insurance Company

**ITEM 3. LIMITS OF INSURANCE:**

\$	15,000,000	Each Occurrence
\$	15,000,000	General Aggregate
\$	15,000,000	Products - Completed Operations Aggregate
\$	10,000	Insured's Retained Limit

(Unless Modified By This "Evidence Of Insurance & Purchasing Group Membership," An Endorsement, And/Or The Policy)

**ITEM 4. FORMS, TERMS & CONDITIONS ATTACHED AT INCEPTION:**  
 Evidence Of Insurance & Purchasing Group Membership [CPGU-EOI-01 (Federal)(v01.01.2007)]  
 Schedule Of Named Insureds - Endorsement [CPGU-EOI-02 (Federal)(v01.01.2007)]  
 Schedule Of Insured Locations - Endorsement [CPGU-EOI-03 (Federal)(v01.01.2007)]  
 See Schedule Of Forms [Form 07-02-0822 (Rev. 7-01)] For Other Forms Attached At Inception

**ITEM 5. WARRANTED UNDERLYING POLICIES & MINIMUM UNDERLYING LIMITS:**  
 Subject To The Other Terms, Conditions, And Exclusions Of This "Evidence Of Insurance & Purchasing Group Membership" And The Policy Of Insurance, This Umbrella Policy Shall Not Apply To Any Claim, Suit, Or Loss Unless: (a) The Insured Purchases An Underlying Policy Of The Type Listed Below; (b) Said Underlying Policy Applies To Said Claim, Suit, Or Loss; (c) Said Underlying Policy Was Issued With - At A Minimum - The Limits Detailed Below; (d) The Insured Keeps Said Underlying Policy In Force At All Times This Evidence Of Insurance & Purchasing Group Membership" Is In Force; and, (e) Said Underlying Policy Is Marked As "Scheduled Underlying Insurance" In "Item 7." Of This "Evidence Of Insurance & Purchasing Group Membership."  
**COMMERCIAL GENERAL LIABILITY**  
 \$1,000,000 Per Occurrence, Per Location  
 \$2,000,000 General Aggregate Per Location  
 \$1,000,000 Products/Completed Operations Aggregate  
 \$1,000,000 Personal & Advertising Injury  
 \* 6L Policies Covering Multiple Locations Owned By The Insured Must Contain A "Per Location" Aggregate Endorsement.

**AUTOMOBILE LIABILITY**  
 \$1,000,000 Combined Single Limit  
 NO AUTOMOBILE LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS AUTOMOBILE LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

**EMPLOYERS LIABILITY**  
 \$100,000 Bodily Injury By Accident - Each Accident  
 \$500,000 Bodily Injury By Disease - Policy Limit  
 \$100,000 Bodily Injury By Disease - Each Employee  
 NO EMPLOYERS LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS EMPLOYERS LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

**EMPLOYEE BENEFITS LIABILITY**  
 \$1,000,000 Per Claim  
 \$1,000,000 Aggregate  
 NO EMPLOYEE BENEFITS LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS EMPLOYEE BENEFITS LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

**DIRECTORS & OFFICERS LIABILITY**  
 \$1,000,000 Per Claim  
 \$1,000,000 Aggregate  
 NO DIRECTORS & OFFICERS LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS DIRECTORS & OFFICERS LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

**ITEM 5. WARRANTED UNDERLYING POLICIES & MINIMUM UNDERLYING LIMITS:**

(Continued)

**LIQUOR LIABILITY**

\$1,000,000 Each Common Cause  
\$1,000,000 Aggregate

NO LIQUOR LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS LIQUOR LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

\* Liquor Liability Policies Covering Multiple Locations Owned By The Insured Must Contain A "Per Location" Aggregate Endorsement.

**GARAGEKEEPERS LEGAL LIABILITY**

\$1,000,000 Per Occurrence

NO GARAGEKEEPERS LEGAL LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS GARAGEKEEPERS LEGAL LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

**GARAGE LIABILITY**

\$1,000,000 Per Occurrence

NO GARAGE LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS GARAGE LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

**UNINSURED / UNDERINSURED MOTORISTS LIABILITY**

\$1,000,000 Per Occurrence

NO UNINSURED / UNDERINSURED MOTORISTS LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS UNINSURED / UNDERINSURED MOTORISTS LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

**PESTICIDE OR HERBICIDE APPLICATOR LIABILITY**

\$1,000,000 Per Occurrence

NO PESTICIDE OR HERBICIDE APPLICATOR LIABILITY COVERAGE IS PROVIDED BY THIS UMBRELLA LIABILITY POLICY UNLESS PESTICIDE OR HERBICIDE APPLICATOR LIABILITY IS SCHEDULED AS AN UNDERLYING POLICY IN THE "SCHEDULE OF UNDERLYING INSURANCE." SEE 07-02-1993 (Ed. 3-04).

All Underlying Coverages Must Be Written On An Occurrence Form. Except Employee Benefits Liability. Underlying Carriers Must Be Rated A- / VI Or Better By A.M. Best (Except For Underlying Employers Liability Carriers, Which Must Be Rated B++ / VI Or Better By A.M. Best), Unless A Specific Acceptance Of A Carrier With An A.M. Best Rating Lower Than A- / VI Is Made By The Underwriter.

**ITEM 6. COVERAGE MODIFICATIONS TO TERMS, CONDITIONS & EXCLUSIONS:**

This Item Supercedes Any Provision In The Policy, Endorsements, "Schedule Of Named Insureds - Endorsement," "Schedule Of Insured Locations - Endorsement," Or This "Evidence Of Insurance & Purchasing Group Membership" Granting Or Restricting Coverage To The Contrary.

Other:

**ITEM 7.**

**SCHEDULED UNDERLYING INSURANCE ("SCHEDULE OF UNDERLYING INSURANCE"):**

The Only Scheduled Underlying Insurance Policies ("Scheduled Underlying Policies") Are Those Marked With An "X" Below: [See 07-02-1993 (Ed. 3-04)]

**Policy Type:**

- General Liability
- Hired & Non-Owned Automobile
- Owned Automobile Liability
- Employers Liability
- Employee Benefits Liability
- Directors & Officers Liability
- Liquor Liability
- Garagekeepers Legal Liability
- Garage Liability
- Uninsured / Underinsured Motorists Liability
- Pesticide Or Herbicide Applicator Liability
- Terrorism Liability
- Other:
- Other:

Please Be Advised That This Policy Shall Not Apply To Any Claim, Suit Or Loss If Such Claim, Suit Or Loss Is Not Covered By A Scheduled Underlying Insurance Policy Marked With An "X" Above.

**With Regards Scheduled Underlying Insurance Policies:**

**Carriers:** Per Application on File With Carrier  
**Limits:** See 07-02-1993 (Ed. 3-04)  
**Premiums:** Per Application on File With Carrier  
**Effective Dates:** Per Application on File With Carrier

**ITEM 8. SCHEDULE OF NAMED INSUREDS & SCHEDULE OF INSURED LOCATIONS:**

- • See 07-02-1993 (Ed. 3-04).
- • See Attached "Schedule of Named Insureds - Endorsement" [CPGU-EOI-02 (Federal)(v01.01.2007)]
- • See Attached "Schedule of Insured Locations - Endorsement" [CPGU-EOI-03 (Federal)(v01.01.2007)]

**ITEM 9. IMPORTANT COVERAGE NOTES & ADDITIONAL TERMS, CONDITIONS & EXCLUSIONS:**

(1) THIS INSURANCE DOES NOT APPLY TO ANY ENTITY WHICH DOES NOT APPEAR ON THE ATTACHED "SCHEDULE OF NAMED INSUREDS - ENDORSEMENT" AND 07-02-1993 (ED, 3-04).

(2) THIS INSURANCE DOES NOT APPLY TO ANY LOCATION WHICH DOES NOT APPEAR ON THE ATTACHED "SCHEDULE OF INSURED LOCATIONS - ENDORSEMENT."

(3) You Must Notify Us If You Add Named Insureds Or Insured Locations. This Policy Does Not Provide Automatic Coverage To Newly-Acquired Premises.

(4) You Must Notify Us If There Are Changes To The Scheduled Underlying Insurance Policies.

(5) You Must Notify Us If You Have A Change In Operations Or Exposures Which Increases The Insurance Company's Risk Of Loss.

(6) Any Term, Condition, Or Exclusion Contained Within The "Evidence Of Insurance & Membership Agreement" Supersedes Any Provision In The Policy, Endorsements, "Schedule Of Named Insureds - Endorsement," Or "Schedule Of Insured Locations - Endorsement," Granting Or Restricting Coverage To The Contrary.

(7) The Umbrella Premium Is Subject To A Minimum Earned Premium Of \$1,000.00.

**ITEM 10. SCHEDULE OF CHARGES**

**Total Premium, Fees, Surcharges & Taxes (If Applicable): \$ 1,800.00**

Premium:	\$ 1,584.00	Charged By Insurance Company
Purchasing Group Membership Fee:	\$ 216.00	Charged By Purchasing Group
Surplus Lines Tax:	\$ 0.00	Charged By State
Stamping Fee:	\$ 0.00	Charged By State
Other State Or Municipal Surcharges:	\$ 0	Charged By State Or Municipality
Loss Control Inspection Fee:	\$ 0.00	Charged By Program Administrator Or Inspection Service

**Purpose & Effect Of "Application For Insurance & Purchasing Group Membership."** By Signing An "Application For Insurance & Purchasing Group Membership" (Hereinafter "Application"), Applicant Agrees: (1) To Become A Member Of Community Associations PG, Inc. (Hereinafter "PG"); (2) To Participate In A Program Of Insurance Designed Exclusively For The Members Of PG; (3) To Accept, Abide By, And Be Bound By The "Terms & Conditions Of Insurance" Posted At [www.purchasinggroups.com](http://www.purchasinggroups.com); (4) To Accept, Abide By, And Be Bound By The "Membership Agreement - Terms & Conditions Of Membership" Posted At [www.purchasinggroups.com](http://www.purchasinggroups.com); (5) To Pay All Premiums (Including Audit And Additional Premiums, If Applicable), Fees (Including Broker And Purchasing Group Membership Fees), And State & Federal Taxes & Surcharges When Due (If Applicable); (6) That Any Additional Material Supplied By Applicant Or Applicant's Insurance Broker To The Managing General Underwriter For A Given Program Of Insurance Becomes A Material Part Of The Application For Insurance; (7) That The Application Which It Signed Was The Basis Of The Contract [Policy &/Or "Evidence Of Insurance" (Hereinafter "EOI")], Whether Or Not Said Application Was Attached To The Policy &/Or EOI; And, (8) That The Application Is A Material Part Of The Policy &/Or EOI, Whether Or Not It Is Attached To The Policy &/Or EOI.

**Disclosure Pursuant To Federal Law Regarding Purchasing Groups [U.S.C. 15 3901, Et Seq.]** PG Is A "Purchasing Group," As Defined Under Federal Law, Formed To Purchase Liability Insurance On A Group Basis For Its Members To Cover The Similar Or Related Liability Exposure(s) To Which The Members Of PG Are Exposed By Virtue Of Their Related, Similar, Or Common Business Or Service. Members Do Not Share Limits And Each Member Is Provided With Its Own Policy &/Or EOI.

**Disclosure Pursuant To Terrorism Risk Insurance Act of 2002.** By Signing Below, Applicant Agrees That It Has Read And Understands The "Disclosure Pursuant To The Terrorism Risk Insurance Act of 2002" Which Appears At [www.purchasinggroups.com](http://www.purchasinggroups.com) To Learn More. Please Visit [www.purchasinggroups.com](http://www.purchasinggroups.com), Which Contains More Information About Your Purchasing Group And Purchasing Groups, In General, As Well As Your Insurance Coverage, Premiums, Fees, Taxes, The MGUs' Income, And Your Insurance Broker's Income.

CGU-EOI-01 (v01.01.2007 - Federal)

"Common Assurance" Umbrella Program

McGowan & Company, Inc. ©

**"COMMON ASSURANCE" UMBRELLA PROGRAM**

**Program Manager: McGowan & Company, Inc.**

**Endorsement**

Effective Date 05/15/2007 to 05/15/2008

Policy Number 79577918-38433

Insured Washington's Headquarters Homeowners Association

Name of Company A Member of Community Associations PG, Inc.  
Federal Insurance Company

Date Issued 05/17/2007

**Who Is An Insured/Excess Follow-Form Coverage A And Umbrella Coverage B**

The following is added as an additional named insured:

Washington's Headquarters Homeowners Association

The period of time for which this insured status applies begins at 12:01 AM standard time on 05/15/2007 and ends at 12:01 AM standard time on 05/15/2008 at the location of the insured shown above.

The Limits Of Insurance applicable to this insured are:

Excess Other Than Aggregate Limit:	\$ 15,000,000
Umbrella Coverages Aggregate Limit:	\$ 15,000,000
Products Completed Operations Aggregate Limit:	\$ 15,000,000
Advertising Injury and Personal Injury Aggregate Limit:	\$ 15,000,000
Each Occurrence Limit:	\$ 15,000,000

**Schedule Of Underlying Insurance**

For the insured shown above, and subject to all the terms and conditions of Coverage/Excess Follow-Form Coverage A, this insurance follows form only to those coverages:

- which are indicated below by an ; and
- for which policies of underlying insurance for at least the limits shown have been issued to and remain in force for such insured.

**"COMMON ASSURANCE" UMBRELLA PROGRAM**

**Program Manager: McGowan & Company, Inc.**

**Endorsement**

Effective Date 05/15/2007 to 05/15/2008

Policy Number 79577918-38433

All other terms and conditions remain unchanged.

Authorized Representative

**Schedule Of Underlying Insurance**  
(continued)

<input checked="" type="checkbox"/>	Commercial General Liability: \$1,000,000 Per Occurrence \$2,000,000 General Aggregate (per location if more than one location) \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury	<input type="checkbox"/>	Employers Liability: \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee
<input checked="" type="checkbox"/>	Commercial Automobile Liability: \$1,000,000 Combined Single Limit	<input checked="" type="checkbox"/>	Employee Benefits Liability: \$1,000,000 Per Claim \$1,000,000 Aggregate
<input checked="" type="checkbox"/>	Directors & Officers Liability: \$1,000,000 Per Claim \$1,000,000 Aggregate	<input type="checkbox"/>	Liquor Liability: \$1,000,000 Each Common Cause \$1,000,000 Aggregate
<input type="checkbox"/>	Garagekeepers Legal Liability: \$1,000,000 Comprehensive/ Specified Causes of Loss \$1,000,000 Collision	<input type="checkbox"/>	Garage Liability: \$1,000,000 Combined Single Limit
<input type="checkbox"/>	Pesticide or Herbicide Operations Liability: \$1,000,000 Each Occurrence Limit \$1,000,000 Aggregate	<input type="checkbox"/>	Watercraft Liability: \$1,000,000 Combined Single Limit

The following Condition is added.

**Conditions**

**Continuation Of Coverage** In the event that the policy to which this endorsement attaches is cancelled midterm, coverage as provided under this endorsement will remain in effect:

- • for the benefit of the named insured shown above; and
- • for the term of insured status shown above (and will not be renewed);

as if the first named insured's policy had not been cancelled, unless such named insured requests earlier cancellation of this endorsement.

**SCHEDULE OF NAMED INSUREDS - ENDORSEMENT**

ADDENDUM TO EVIDENCE NUMBER: 79577918-38433

Effective Date: 05/15/2007

This "Schedule of Named Insureds - Endorsement" Forms A Part Of The Policy And The "Evidence Of Insurance & Purchasing Group Membership." No Coverage Is Provided By This Policy To Any Insured Which Is Not Listed Below. This Endorsement Supersedes Any Terms In The Policy Or Any Endorsement Granting Coverage To The Contrary.

Washington's Headquarters Homeowners Association

**SCHEDULE OF INSURED LOCATIONS - ENDORSEMENT**

ADDENDUM TO EVIDENCE NUMBER: 79577918-38433

Effective Date: 05/15/2007

This "Schedule Of Insured Locations - Endorsement" Forms A Part Of The Policy And The "Evidence Of Insurance & Purchasing Group Membership." This Insurance Shall Not Apply To Any Location Which Is Not Listed Below. This Insurance Only Applies To Losses, Claims, Suits, Or Other Proceedings Which Alleged "Bodily Injury," "Property Damage," "Personal Injury," Or "Advertising Injury" Arising Out Of The Use, Ownership, Maintenance, Or Operation Of The Locations That Are Listed Below. This Endorsement Supersedes Any Terms In The Policy Or Any Endorsement Granting Coverage To The Contrary.

1 Washington Ave

Elmsford

NY

10523



## IMPORTANT NOTICE TO POLICYHOLDERS TERRORISM RISK INSURANCE ACT OF 2002 ("TRIA")

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act of 2002 ("TRIA").

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in TRIA) would be partially reimbursed by the United States of America, pursuant to the formula set forth in TRIA. In addition, as required by TRIA, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

- If:
- You rejected terrorism insurance under TRIA, your policy includes the appropriate amendatory endorsement(s).
  - You did not reject terrorism insurance under TRIA, the premium charged for your policy, including that portion applicable to terrorism insurance under TRIA, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under TRIA.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

**Please note that if your policy:**

- provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under TRIA, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.
- is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.



## IMPORTANT NOTICE TO POLICYHOLDERS

This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorist organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States' Treasury web site at [www.treas.gov/ofac](http://www.treas.gov/ofac).)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.



Policyholder Important Notice

Policy Changes Required in Anticipation of Expiration of the Terrorism Risk Insurance Act of 2002

THIS DISCLOSURE NOTICE IS NOT YOUR POLICY. READ YOUR POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND WHAT IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE.

The Terrorism Risk Insurance Act of 2002 ("TRIA") established a program to be administered by the Department of the Treasury, under which the Federal Government of the United States of America shares the risk of loss from certain acts of international terrorism committed against persons or property within the United States of America (the "Program"). The Act is applicable to all commercial lines of insurance. TRIA is set to terminate on December 31, 2005, unless the Federal Government acts to extend it. Currently, your new or renewal policy will become effective while TRIA is in effect, but does not expire until after TRIA terminates.

Pursuant to the requirements of TRIA, we explained to you the details of the Federal Program established by TRIA, made terrorism insurance available to you under your policy for a premium charge, and disclosed the amount of premium we charged for terrorism insurance under your policy. You determined that you did not want to purchase terrorism insurance under all or some of the types of insurance provided by your policy. Accordingly, your policy was endorsed with an endorsement (or endorsements) that exclude insurance for terrorism losses to which TRIA applies ("TRIA Exclusion").

In the event that TRIA is terminated or amended so that it no longer applies to your policy, the TRIA Exclusion will no longer be effective. To address this possibility, we are attaching an endorsement (or endorsements) that will operate to exclude terrorism losses subsequent to TRIA's expiration ("Conditional Terrorism Endorsement(s)"). The Conditional Terrorism Endorsement(s) will become effective if: 1) TRIA expires; 2) TRIA is modified so that it no longer applies to your policy; or 3) TRIA is replaced with a different law that redefines terrorism or makes insurance for terrorism losses subject to provisions or requirements that differ from those that apply to other types of losses under your policy.

This "conditional exclusion" applies to acts of terrorism, both foreign and domestic, if: 1) aggregate losses from the event exceed \$25 million; 2) the event is a nuclear event; 3) the event is a biological or chemical event; or (for liability) 4) fifty or more persons sustain death or physical injury. Please refer to the language of the endorsement for details on its applicability.

Declarations

Named Insured and Mailing Address  
SEE 07-02-1993  
COMMUNITY ASSOCIATIONS PG, INC.  
30 SOUTH WACKER DRIVE 22ND FLOOR  
CHICAGO, IL 60606

Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, NJ 07059

Policy Number  
7987-79-18  
SEE 07-02-1993

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Incorporated under the laws of Indiana

Producer Number  
0083429

Producer  
McGowan & Company, Inc.

20595 Lorain Road  
Fairview Park, OH 44126

Policy Period  
SEE 07-02-1993 For The Coverage Period Pertaining To A Particular Named Insured

Premium

SEE EVIDENCE OF INSURANCE

Limits of Insurance

Excess Coverage Other Aggregate Limit (as applicable)  
Umbrella Coverages Aggregate Limit  
Products Completed Operations Aggregate Limit  
Advertising Injury and Personal Injury Aggregate Limit  
Each Occurrence Limit  
SEE 07 - 02 -1993  
SEE 07 - 02 -1993  
SEE 07 - 02 -1993  
SEE 07 - 02 -1993

Authorization

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY

Henry A. Smith  
Secretary

Thomas F. Moteland  
President

Robert H. Humberger

Authorized Representative



Chubb Commercial Excess And Umbrella Insurance

Schedule Of Forms

Policy Period	SEE 07-02-1993
Effective Date	SEE 07-02-1993
Policy Number	SEE 07-02-1993 7957-79-18
Insured	SEE 07-02-1993 COMMUNITY ASSOCIATIONS PG, INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	SEE 07-02-1993

Form Number

As of the effective date printed above, this is the Schedule Of Forms applicable to this policy:

EVIDENCE OF INSURANCE & PURCHASING GROUP MEMBERSHIP	CFGU-EOL-01 (01/07)
SCHEDULE OF NAMED INSURED - ENDORSEMENT	CFGU-EOL-02 (01/07)
SCHEDULE OF INSURED LOCATIONS - ENDORSEMENT	CFGU-EOL-03 (01/07)
IMPORTANT NOTICE TO POLICY HOLDERS - TERRORISM RISK INSURANCE ACT OF 2002	99-10-0732 (09/04)
IMPORTANT NOTICE - OPAC	99-10-0806 (01/05)
FEDERAL INS. CO. - UMBRELLA DECLARATION	07-02-0817 (07/01)
CHUBB COMMERCIAL EXCESS & UMBRELLA INSURANCE	07-02-0815 (07/01)
ILLINOIS CANCELLATION	07-02-0997 (07/02)
COMPLIANCE WITH APPLICABLE TRADE SANCTIONS	07-02-1988 (02/04)
DECLARATIONS MINIMUM PREMIUM ILLINOIS	07-02-2032 (09/02)
POLICY EXCL - INFORMATION DISTRIBUTION LAWS	07-02-2172 (11/04)
EXCLUSION OF CERTIFIED ACTS OF TERRORISM	07-02-1958 (01/03)
POLICY EXCLUSION BACTERIA OR FUNGI	07-02-1982 (10/03)
SPECIAL PROVISIONS - COMMUNITY ASSOCIATIONS PG - NEW YORK	07-02-2070 (08/05)
EXCL-SEXUAL ABUSE OR MOLESTATION-ILLINOIS	07-02-2046 (11/03)
POST-TRIA CONDITIONAL EXCLUSION OF TERRORISM	07-02-2180 (01/06)
AIRCRAFT EXCLUSION	07-02-0826 (07/01)
ALCOHOLIC BEVERAGES EXCLUSION - BI/PD - COV B	07-02-0871 (07/01)
CONTRACTUAL LIABILITY EXCL. COV. B	07-02-0839 (07/01)
LEAD EXCLUSION	07-02-1153 (07/01)
PROFESSIONAL SERVICES EXCL	07-02-0864 (07/01)
PERSONAL INJURY EXCLUSION - COV. B	07-02-0884 (07/01)
WATERSKING EXCL	07-02-0907 (07/01)
SCHEDULE OF UNDERLYING INSURANCE	07-02-0922 (07/01)



Chubb Commercial Excess And Umbrella Insurance

SCHEDULE OF UNDERLYING INSURANCE

Effective Date	SEE 07-02-1993
Policy Number	SEE 07-02-1993 7957-79-18
Insured	SEE 07-02-1993 COMMUNITY ASSOCIATIONS PG, INC.

Description Limits

EMPLOYERS LIABILITY

Insurer:	SEE 07-02-1993	Coverage B - Employer's Liability
Policy Number:	SEE 07-02-1993	Bodily Injury By Accident
Policy Period:	SEE 07-02-1993	Each Accident
To:	SEE 07-02-1993	Bodily Injury By Disease
		Policy Limit
		Each Employee

GENERAL LIABILITY

Insurer:	SEE 07-02-1993	Each Occurrence
Policy Number:	SEE 07-02-1993	General Aggregate
Policy Period:	SEE 07-02-1993	Products/Completed
To:	SEE 07-02-1993	Operations Aggregate
		Personal And Advertising
		Injury

AUTOMOBILE LIABILITY

Insurer:	SEE 07-02-1993	Each Accident
Policy Number:	SEE 07-02-1993	Bodily Injury Liability
Policy Period:	SEE 07-02-1993	Each Person
To:	SEE 07-02-1993	Each Accident
		Property/Damage Liability
		Each Accident





SCHEDULE OF UNDERLYING INSURANCE

Effective Date SEE 07-02-1993

Policy Number SEE 07-02-1993  
7957-79-18

Insured SEE 07-02-1993  
COMMUNITY ASSOCIATIONS PG. INC.

Description Limits

Directors And Officers Liability

Insurer: SEE 07-02-1993

Policy Number: SEE 07-02-1993  
Policy Period: SEE 07-02-1993  
To: SEE 07-02-1993

Employee Benefits Liability

Insurer: SEE 07-02-1993

Policy Number: SEE 07-02-1993  
Policy Period: SEE 07-02-1993  
To: SEE 07-02-1993

Garagekeepers Legal Liability

Insurer: SEE 07-02-1993

Policy Number: SEE 07-02-1993  
Policy Period: SEE 07-02-1993  
To: SEE 07-02-1993

SCHEDULE OF UNDERLYING INSURANCE

Effective Date SEE 07-02-1993

Policy Number SEE 07-02-1993  
7957-79-18

Insured SEE 07-02-1993  
COMMUNITY ASSOCIATIONS PG. INC.

Description Limits

Garage Liability

Insurer: SEE 07-02-1993

Policy Number: SEE 07-02-1993  
Policy Period: SEE 07-02-1993  
To: SEE 07-02-1993

Liquor Law Legal Liability

Insurer: SEE 07-02-1993

Policy Number: SEE 07-02-1993  
Policy Period: SEE 07-02-1993  
To: SEE 07-02-1993

Authorization

All other terms and conditions remain unchanged.

Authorized Representative

*Robert Hamburg*



Table Of Contents

Section	Page No.
Coverage/Excess Follow-Form Coverage A	3
Coverages/Umbrella Coverage B	3
Investigation, Defense And Settlements	5
Supplementary Payments	5
Coverage Territory	6
Who Is An Insured/Excess Follow-Form Coverage A	6
Who Is An Insured/Umbrella Coverage B	6
Limits Of Insurance	8
When Excess Follow-Form Coverage A Applies (Drop Down)	10
Exclusions/Excess Follow-Form Coverage A	10
Exclusions/Umbrella Coverage B	11
Policy Exclusions	17
Conditions	19
Definitions/Umbrella Coverage B	25
Policy Definitions	29

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Chubb Commercial Excess And Umbrella Insurance

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations and other persons or organizations qualifying as a Named Insured under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named Insured, other persons or organizations may qualify as Insureds. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in bold print have special meanings and are defined in the Definitions section of this contract.

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the insured, that part of loss to which this coverage applies, which exceeds the applicable underlying limits.

This coverage applies only if the triggering event that must happen during the policy period of the applicable underlying insurance happens during the policy period of this insurance.

This coverage will follow the terms and conditions of underlying insurance described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable underlying insurance; or
is not contained in the applicable underlying insurance.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable underlying insurance.

This coverage does not apply to any part of loss within underlying limits, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages/ Umbrella Coverage B Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the insured, loss by reason of liability:

- imposed by law; or
assumed in an insured contract;

Coverages/ Umbrella Coverage B

Bodily Injury And for Property Damage Liability Coverage (continued)

bodily injury or property damage caused by an occurrence to which this coverage applies. This coverage applies only to such bodily injury or property damage that occurs during the policy period.

Damages for bodily injury include damages claimed by a person or organization for care or loss of services resulting at any time from the bodily injury.

This coverage does not apply to any part of:

- loss to which underlying insurance would apply, regardless of whether or not:
1. underlying insurance is available; and
2. the applicable underlying limits have been exhausted;
loss to which underlying limits apply; or
any costs or expenses related to loss as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the insured, loss because of liability:

- imposed by law; or
assumed in an insured contract;

for advertising injury or personal injury to which this coverage applies.

This coverage applies only to such advertising injury or personal injury caused by an offense that is first committed during the policy period.

This coverage does not apply to any part of:

- loss to which underlying insurance would apply, regardless of whether or not:
1. underlying insurance is available;
2. and the applicable underlying limits have been exhausted;
loss to which underlying limits apply; or
any costs or expenses related to loss as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.



**Chubb Commercial Excess And Umbrella Insurance**

**Investigation, Defense And Settlements**

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the insured:

- under Excess Follow-Form Coverage A, against a suit in connection with loss to which such coverage applies, if the applicable underlying limits have been exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), or
  - under Umbrella Coverage B, against a suit to which such coverage applies, even if such suit is false, fraudulent or groundless.
- We have no duty to defend any person or organization against any claim or suit:
- to which this insurance does not apply; or
  - if any other insurer has a duty to defend.

When we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or suit. In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any occurrence, offense, claim or suit.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

**Supplementary Payments**

Subject to all of the terms and conditions of this insurance, under Excess Follow-Form Coverage A or Umbrella Coverage B:

- A. we will pay, with respect to a claim we investigate or settle, or a suit against an insured we defend:
1. the expenses we incur.
  2. the cost of:
    - a. bail bonds; or
    - b. bonds required to:
      - 1) appeal judgments; or
      - 2) release attachments;
- but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
3. reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or suit, including actual loss of earnings up to \$1000 a day because of time off from work.
  4. costs taxed against the insured in the suit, except any:
    - a. attorney fees or litigation expenses; or
    - b. other loss, cost or expense;
 in connection with any injunction or other equitable relief.
  5. prejudgment interest awarded against the insured on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**Supplementary Payment**  
(continued)

6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

- B. Supplementary Payments does not include any fine or other penalty.
  - C. Supplementary Payments will not reduce the Limits Of Insurance.
- Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

**Coverage Territory**

Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable underlying insurance applies.

Umbrella Coverage B

With respect to Umbrella Coverage B, this insurance applies anywhere.

**Who Is An Insured/ Excess Follow-Form Coverage A**

With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as Insureds:

- the Named Insured shown in the Declarations; and
- other persons or organizations qualifying as an insured in underlying insurance, but not beyond the extent of any limitation imposed under any contract or agreement.

**Who Is An Insured/ Umbrella Coverage B**

With respect to Umbrella Coverage B, the following persons and organizations qualify as Insureds.

**Sole Proprietorships**

If you are an individual, you and your spouse are insureds; but you and your spouse are insureds only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are insureds; but they are insureds only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are insureds; but they are insureds only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

**Partnerships Or Joint Ventures**

If you are a partnership (including a limited liability partnership) or a joint venture, you are an insured. Your members, your partners and their spouses are insureds; but they are insureds only with respect to the conduct of your business.



Chubb Commercial Excess And Umbrella Insurance

Who Is An Insured/ Umbrella Coverage B (continued)

Limited Liability Companies

If you are a limited liability company, you are an insured. Your members and their spouses are insureds; but they are insureds only with respect to the conduct of your business. Your managers are insureds; but they are insureds only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an insured. Your directors and officers are insureds; but they are insureds only with respect to their duties as your directors or officers. Your stockholders and their spouses are insureds; but they are insureds only with respect to their liability as your stockholders.

Employees

Your employees are insureds; but they are insureds only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

Volunteers

Persons who are volunteer workers for you are insureds; but they are insureds only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your employees) or organizations, while acting as your real estate managers are insureds; but they are insureds only with respect to their duties as your real estate managers.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are insureds; but they are insureds only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract. However, no such person or organization is an insured with respect to any:

- damages arising out of their sole negligence; or
• occurrence that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are insureds; but they are insureds only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract. However, no such person or organization is an insured with respect to any:

- damages arising out of their sole negligence;
• occurrence that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
• structural alteration, new construction or demolition operations performed by or on behalf of them.

Who Is An Insured/ Umbrella Coverage B (continued)

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named insureds:
• a subsidiary organization of the first named insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named insured controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
• a subsidiary organization of the first named insured shown in the Declarations that such first named insured acquires or forms during the policy period, if at the time of loss such first named insured controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

With respect to Umbrella Coverage B, the following limitations apply to Who Is An Insured.

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision, no person or organization is an insured with respect to the conduct of any person or organization that is not shown as a named insured in the Declarations.
B. No person or organization is an insured with respect to the:
1. ownership, maintenance or use of any assets; or
2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any:
• bodily injury or property damage that occurred; or
• advertising injury or personal injury arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.
C. No person or organization is an insured with respect to the conduct of any partnership (including any limited liability partnership), joint venture or limited liability company that is not shown as a named insured in the Declarations.

Limits Of Insurance

With respect to all coverages under this contract, the Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- Insureds;
• claims made or suits brought;
• persons or organizations making claims or bringing suits;
• vehicles involved; or
• coverages provided in this contract.



**Chubb Commercial Excess And Umbrella Insurance**

**Limits Of Insurance**  
(continued)

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in underlying insurance apply in such manner. If the aggregate limits in underlying insurance do not so apply, the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**Excess Coverage Other Aggregate Limit**

Subject to the Each Occurrence Limit, the Excess Coverage Other Aggregate Limit is the most we will pay for the sum of loss under Excess Follow-Form Coverage A, except loss:

- included in the products-completed operations hazard;
- arising out of advertising injury or personal injury; or
- otherwise covered by underlying insurance, but to which no aggregate limit in such underlying insurance applies.

The Excess Coverage Other Aggregate Limit will apply separately to loss in the same manner as each aggregate limit so applies in each coverage or policy described in the Schedule Of Underlying Insurance.

**Umbrella Coverages Aggregate Limit**

Subject to the Each Occurrence Limit, the Umbrella Coverages Aggregate Limit is the most we will pay for the sum of loss under Umbrella Coverages, except loss:

- included in the products-completed operations hazard; or
- arising out of advertising injury or personal injury.

**Products-Completed Operations Aggregate Limit**

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of loss included in the products-completed operations hazard, even if such loss is or otherwise would be covered in whole or in part under more than one coverage.

**Advertising Injury And Personal Injury Aggregate Limit**

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of loss for advertising injury and personal injury, even if such loss is or otherwise would be covered in whole or in part under more than one coverage.

**Each Occurrence Limit**

The Each Occurrence Limit is the most we will pay for the sum of loss arising out of anyone occurrence, even if such loss is or otherwise would be covered in whole or in part under more than one coverage.

Any amount paid for loss will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

**When Excess Follow-Form Coverage A Applies (Drop Down)**

Subject to all of the terms and conditions of this insurance, with respect to Excess Follow-Form Coverage A, if the applicable underlying limits are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will drop down to apply in excess of the remaining amount of the applicable underlying limits; or
- exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will apply in the same manner as the applicable underlying insurance would have applied but for such exhaustion.

**Exclusions/Excess Follow-Form Coverage A**

With respect to Excess Follow-Form Coverage A, the following exclusions apply.

**Pollution**

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, other than as described in paragraph C. below.
- B. Paragraph A. above does not apply to:
  1. bodily injury or property damage included in the products-completed operations hazard;
  2. bodily injury or property damage:
    - a. caused by the escape of operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts;
    - b. if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - c. resulting from your other ongoing contracting operations;
- 3. bodily injury if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building;
- 4. bodily injury or property damage caused by heat, smoke or fumes from a hostile fire; or
- 5. bodily injury or property damage resulting from the ownership, maintenance or use of an auto.

**C.**

This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

1. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
  - a. insured; or
  - b. person or organization for whom any insured may be legally responsible.
2. at or from any premises, site or location:
  - a. which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or



Chubb Commercial Excess And Umbrella Insurance

Exclusions/  
Umbrella  
Coverage B  
Bodily Injury/  
Property Damage  
(continued)

Pollution (continued)

- b. on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf is performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- D. This insurance does not apply to any loss, cost or expense arising out of any:
  1. request, demand, order, or regulatory or statutory 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
  2. claim or proceeding by or on behalf of any governmental authority or others 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.

Paragraph D. above does not apply to the liability for damages, for property damage, that the insured would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Obligations Of  
Underlying Insurance

This insurance does not apply to any liability or loss, cost or expense for which the liability or obligation under underlying insurance is by law unlimited.

Underlying Insurance  
Exclusions

Notwithstanding anything to the contrary set forth in any other provision of this contract, this insurance does not apply to any liability or loss, cost or expense to which the terms and conditions of underlying insurance do not apply.

Exclusions/  
Umbrella  
Coverage B  
Bodily Injury/  
Property Damage

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage, the following exclusions apply.

Aircraft: Owned Or  
Rented Without Crew

This insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any aircraft owned or operated by or loaned or rented to any insured.

- This exclusion does not apply to an aircraft that is:
  - loaned or rented to you with a paid, trained crew; and
  - not owned, in whole or in part, by any insured.

Exclusions/  
Umbrella  
Coverage B  
Bodily Injury/  
Property Damage  
(continued)

Autos: U.S.A., Canada  
Or Puerto Rico

This insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any auto owned or operated by or loaned or rented to any insured.

This exclusion does not apply to bodily injury or property damage caused by an occurrence that takes place outside of the United States of America (including its possessions or territories), Canada and Puerto Rico.

Damage To Impaired  
Property Or Property  
Not Physically Injured

This insurance does not apply to property damage to:

- impaired property; or
- property that has not been physically injured, arising out of any:
  - defect, deficiency, inadequacy or dangerous condition in your product or your work; or
  - delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to your product or your work after it has been put to its intended use.

Damage To Insureds  
Property

This insurance does not apply to property damage to any property:

- owned by you; or
- of any insured, that is in the care, control or custody of any other insured.

Damage To Your  
Product

This insurance does not apply to property damage to your product arising out of it or any part of it.

Damage To Your Work  
Or Related Property

This insurance does not apply to property damage to:

- your work arising out of it or any part of it;
- that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the property damage arises out of those operations; or
- that particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.



Chubb Commercial Excess And Umbrella Insurance

Exclusions/  
Umbrella  
Coverage B  
Bodily Injury/  
Property Damage  
(continued)

Expected Or Intended  
Injury

This insurance does not apply to bodily injury or property damage arising out of an act that:

- is intended by the insured; or
- would be expected from the standpoint of a reasonable person in the circumstances of the insured;

to cause bodily injury or property damage, even if the actual bodily injury or property damage is of a different degree or type than intended or expected.

This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress

This insurance does not apply to bodily injury or property damage that is a change, continuation or resumption of any bodily injury or property damage known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or property damage will be deemed to be known by you:

A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:

1. you;
2. any of your directors, managers, members, officers (or their designees) or partners (whether or not an employee); and

B. when any person described in paragraph A. above:

1. reports all, or any part, of any such injury or damage to us or any other insurer; receives a claim or a demand for damages because of any such injury or damage; or
2. becomes aware that any such injury or damage has occurred or has begun to occur.

Watercraft: Owned

This insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any watercraft owned or operated by or (leased or rented to any insured).

This exclusion does not apply to a watercraft:

- while ashore on premises owned by or rented to you; or
- that is not owned, in whole or in part, by any insured.

Exclusions/  
Umbrella  
Coverage B  
Advertising  
Injury/Personal  
Injury

With respect to Umbrella Coverage B, Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.

Breach Of Contract

This insurance does not apply to advertising injury or personal injury arising out of breach of contract.

Continuing Offenses

This insurance does not apply to advertising injury or personal injury that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
  1. is issued to you by us or by an affiliate of ours;
  2. remains in force while the offense continues; and
  3. would otherwise apply to advertising injury and personal injury.

Crime Or Fraud

This insurance does not apply to advertising injury or personal injury arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured.

Expected Or Intended  
Injury

This insurance does not apply to advertising injury or personal injury arising out of an offense, committed by or behalf of the insured, that:

- is intended by such insured; or
- could be expected from the standpoint of a reasonable person in the circumstances of such insured, to cause injury.

Failure To Conform To  
Representations Or  
Warranties

This insurance does not apply to advertising injury or personal injury arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to advertising injury or personal injury arising out of:

- controlling, creating, designing or developing of another's Internet site;
- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.





Chubb Commercial Excess And Umbrella Insurance

Exclusions/ Umbrella Coverage B Advertising Injury/ Personal Injury (continued)

Publications With Knowledge Of Falsity

This insurance does not apply to advertising injury or personal injury arising out of any electronic, oral, written or other publication of material by or with the consent of the insured:

- with knowledge of its falsity; or
if a reasonable person in the circumstances of such insured would have known such material to be false.

Wrong Description Of Prices

This insurance does not apply to advertising injury or personal injury arising out of the wrong description of the price of goods, products or services.

Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage/ Advertising Injury/ Personal Injury

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage and Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.

Employee Or Worker Injury

This insurance does not apply to bodily injury, property damage, advertising injury or personal injury sustained by an employee or temporary worker of the insured arising out of and in the course of:

- employment by the insured; or
performing duties related to the conduct of the insured's business.

This insurance does not apply to bodily injury, property damage, personal injury or advertising injury sustained by the brother, child, parent, sister or spouse of such injured person, as a consequence of any injury or damage described in paragraph A. above.

- 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 because of any injury or damage described in paragraphs A. or B. above.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- enhancement or maintenance of any property; or
prevention of any injury or damage to any:
1. person or organization; or
2. property you own, rent or occupy.

Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage/ Advertising Injury/ Personal Injury (continued)

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged bodily injury, property damage, advertising injury or personal injury arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
infringement or violation;
by any person or organization (including any insured) of any intellectual property law or right, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of advertising injury; and
does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any intellectual property law or right, other than one described in the definition of advertising injury.

Pollution

This insurance does not apply to bodily injury, property damage, advertising injury or personal injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

- This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory 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
2. claim or proceeding by or on behalf of a governmental authority or others 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.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Recall Of Products, Work Or Impaired Property

This insurance does not apply to damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- your product;
your work; or
impaired property;



Chubb Commercial Excess And Umbrella Insurance

Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage/ Advertising Injury/ Personal Injury

Recall Of Products, Work Or Impaired Property (continued)

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Policy Exclusions

With respect to all coverages under this contract, the following exclusions apply.

Asbestos

A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos.

B. This insurance does not apply to any loss, cost or expense arising out of any:

- 1. request, demand, order or regulatory or statutory 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 asbestos; or
2. claim or proceeding by or on behalf of a governmental authority or others 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 asbestos.

Coverages/ Laws, Various

This insurance does not apply to any liability or loss, cost or expense or obligation of any insured under any:

- medical expenses or payments coverage;
• no-fault law;
• personal injury protection coverage;
• underinsured or uninsured financial responsibility law;
• workers' compensation, disability benefits or unemployment compensation law; or similar coverage or law.

Employee Retirement Income Security Laws

This insurance does not apply to any liability or loss, cost or expense or obligation of any insured under the United States of America Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 or any similar law, as now constituted or hereafter amended.

Employment-Related Practices

A. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

- 1. arrest, detention or imprisonment;

Policy Exclusions

Employment-Related Practices (continued)

- 2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;
7. a. eviction; or
b. invasion or other violation of any right of occupancy;
8. failure or refusal to advance, compensate, employ or promote;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment; or
11. other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.

B. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

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 because of any of the foregoing.

Nuclear Energy

This insurance does not apply to any liability or loss, cost or expense:

- 1. with respect to which any insured under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. arising out of the nuclear hazardous properties of nuclear material and with respect to which:
a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; 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 agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

This insurance does not apply to any liability or loss, cost or expense arising out of the nuclear hazardous properties of nuclear material:

- 1. if the nuclear material:
a. is at any nuclear facility owned by, or operated by or on behalf of, any insured;



Chubb Commercial Excess And Umbrella Insurance

Policy Exclusions

Nuclear Energy (continued)

- b. has been discharged or dispersed therefrom; or is contained in nuclear spent fuel or nuclear waste at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any insured, or
2. in any way related to the furnishing by any 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 (including its possessions or territories) or Canada, this subparagraph 2. applies only to nuclear property damage to such nuclear facility and any property interest.

Conditions

With respect to all coverages under this contract, the following conditions apply.

Appeals

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.
If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for loss exceed the Limits Of Insurance.

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

Cancellation

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice sixty (60) days, twenty (20) days in the event of non-payment of premium, in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

Conditions (continued)

Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

Disclosures And Representations

We have issued this insurance:

- Based upon representations you made to us; and
in reliance upon your representatives.

Unintentional failure of an employee of the insured to disclose a hazard or other material information will not violate this condition, unless an officer (whether or not an employee) of any insured or an officer's designee knows about such hazard or other material information.

Duties In The Event Of Occurrence, Offense, Claim Or Suit

A. You must see to it that we and any insurers of underlying insurance are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or other insurers. To the extent possible, notice should include:

- how, when and where the occurrence or offense happened;
the names and addresses of any injured persons and witnesses; and
the nature and location of any injury or damage arising out of the occurrence or offense.

Notice of an occurrence or offense is not notice of a claim.

B. If a claim is made or suit is brought against any insured, you must:

- immediately record the specifics of the claim or suit and the date received;
notify us and any other insurers as soon as practicable; and
see to it that we receive written notice of the claim or suit as soon as practicable.

C. You and any other involved insured must:

- immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
authorize us to obtain records and other information;
cooperate with us and any other insurers in the:
a. investigation or settlement of the claim; or
b. defense against the suit; and
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 also apply.

D. No insureds will, except at that insured's own cost, make any payment, assume any obligation or incur any expense without our consent.

E. Notice given by or on behalf of:

- the insured;



**Chubb Commercial Excess And Umbrella Insurance**

**Conditions**

**Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)**

- 2. the injured person;
- 3. or any other claimant;

to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.

F. Knowledge of an occurrence or offense by an agent or employee of the insured will not constitute knowledge by the insured, unless an officer (whether or not an employee) of any insured or an officer's designee knows about such occurrence or offense.

G. Failure of an agent or employee of the insured, other than an officer (whether or not an employee) of any insured or an officer's designee, to notify us of an occurrence or offense which such person knows about will not affect the insurance afforded to you.

H. If a claim or loss does not reasonably appear to involve either this insurance or any underlying insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such claim or loss.

**First Named Insured**

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

**Inspections And Surveys**

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

**Joint Duties In Non Admitted Jurisdictions**

With respect to an occurrence, offense, claim or suit, to which this insurance applies, that arises in a non-admitted jurisdiction:

- A. we have no duty to defend any person or organization against any claim or suit; but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings;
- B. you and any other insured must:

**Conditions**

**Joint Duties In Non-Admitted Jurisdictions (continued)**

- 1. make such investigation, defense or settlement as we deem reasonable;
- 2. obtain our approval for any payment; and
- 3. effect approved payments to others, in accordance with the terms and conditions of this insurance.

C. we will reimburse funds to the insured for payments approved by us for:

- 1. loss; and
- 2. expenses and other payments; to which this insurance applies.

D. we will make these reimbursements:

- 1. in a jurisdiction that is mutually acceptable; and
- 2. until we have used up the applicable Limits Of Insurance.

**Legal Action Against Us**

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a suit seeking damages from an insured; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

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 in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;
- but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

**Maintenance Of Underlying Insurance And Underlying Limits**

We have issued this insurance in reliance upon representations made by you about underlying insurance and underlying limits. You must see to it that:

- underlying insurance is and remains valid and in full force and effect.
- underlying insurance will not be cancelled, non-renewed or rescinded without replacement by coverage to which we agree.
- the terms and conditions of underlying insurance will not materially change, unless we agree otherwise.
- the terms and conditions of renewals or replacements of underlying insurance, shown in the Schedule Of Underlying Insurance, will be materially the same as the prior coverage, unless we agree otherwise.
- the underlying limits are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization.
- the underlying limits, shown in the Schedule Of Underlying Insurance, will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).



**Chubb Commercial Excess And Umbrella Insurance**

**Conditions**

**Maintenance Of Underlying Insurance And Underlying Limits (continued)**

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any underlying insurance is no longer valid or in full force or effect.

**Other Insurance**

If other valid and collectible insurance is available to the insured for loss we would otherwise cover under this insurance, our obligations are limited as follows.

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the insured against any suit if any provider of any other insurance has a duty to defend such insured against such suit.

We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

This insurance is not subject to the terms or conditions of any other insurance.

**Separation Of Insureds**

Except with respect to the Limits Of insurance, and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:

- as if each named insured were the only named insured; and
- separately to each insured against whom claim is made or suit is brought.

**Titles Of Paragraphs**

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

**Transfer Of Rights And Duties**

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

**Transfer Or Waiver Of Rights Of Recovery Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing other than to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**Conditions**

**Transfer Or Waiver Of Rights Of Recovery Against Others (continued)**

Any amount recovered will be apportioned as follows:

- first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have incurred, including costs or expenses of such recovery proceedings.
- Then, you are entitled to claim for any further amount recovered.

**When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the first named insured stated in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.



Chubb Commercial Excess And Umbrella Insurance

Definitions/  
Umbrella  
Coverage B

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Advertisement

Advertisement means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising Injury

Advertising injury means injury, other than bodily injury, property damage or personal injury, sustained by a person or organization and caused by an offense of infringing, in that particular part of your advertisement about your goods, products or services, upon their:

- copyrighted advertisement; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include mobile equipment.

Bodily Injury

Bodily injury means physical:

- injury;
  - sickness; or
  - disease;
- sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a leased worker. Employee does not include a temporary worker.

Impaired Property

Impaired property means tangible property, other than your product or your work, that cannot be used or is less useful because:

- it incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of your product or your work; or
- your fulfilling the terms or conditions of the contract or agreement.

Definitions/  
Umbrella  
Coverage B  
(continued)

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Insured Contract

Insured contract means an oral or written contract or agreement pertaining to your business, in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization, provided the injury or damage occurs, or is caused by an offense that is first committed, after the execution of such contract or agreement.

Intellectual Property Law Or Right

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. Leased worker does not include a temporary worker.

Loading Or Unloading

Loading or unloading means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, auto or watercraft;
  2. while it is in or on an aircraft, auto or watercraft; or
  3. while it is being moved from an aircraft, auto or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, auto or watercraft.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.



Chubb Commercial Excess And Umbrella Insurance

Definitions/  
Umbrella  
Coverage B  
(continued)

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Personal Injury

Personal injury means injury, other than bodily injury, property damage or advertising injury, caused by an offense of:

- A. false arrest, false detention or other false imprisonment; malicious prosecution;
B. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
C. electronic, oral, written or other publication of material that:
1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
2. violates a person's right of privacy;
D. discrimination, harassment or segregation based on a person's protected human characteristics as established by law.

Products-Completed  
Operations Hazard

Products-completed operations hazard:

- A. includes all bodily injury and property damage taking place away from premises owned or occupied by or loaned or rented to you and arising out of your product or your work, except:
1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include bodily injury or property damage arising out of:
1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the loading or unloading of that vehicle by any insured;
2. the existence of tools, uninstalled equipment or abandoned or unused materials; or

Definitions/  
Umbrella  
Coverage B  
(continued)

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Products-Completed  
Operations Hazard  
(continued)

- 3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limits Of Insurance.

Property Damage

Property damage means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

- A. means any:
1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
a. you;
b. others trading under your name; or
c. a person or organization whose assets or business you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

B. includes:

- 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of your product; and
2. the providing of or failure to provide instructions or warnings.
C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your Work

Your work:

- A. means any:
1. work or operations performed by:
a. you or on your behalf; or
b. a person or organization whose assets or business you have acquired; and



Chubb Commercial Excess And Umbrella Insurance

Definitions/  
Umbrella  
Coverage B  
(continued)

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Your Work  
(continued)

- 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
  - 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of your work; and
  - 2. the providing of or failure to provide instructions or warnings.

Policy Definitions

WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Hostile Fire

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

Insured

Insured means a person or an organization qualifying as an insured in the Who Is An Insured sections of this contract.

LOSS

- Loss:
  - means damages that the insured becomes legally obligated to pay because of injury or damage.
  - does not include sums properly deducted for recoveries or salvage.

Non-Admitted Jurisdiction

- Non-admitted jurisdiction means any jurisdiction where we are:
  - not licensed or permitted by law to issue insurance; or
  - prevented by law or otherwise from investigating, defending or settling an occurrence, offense, claim or suit.

Policy Definitions  
(continued)

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Nuclear Facility

Nuclear facility means any:

- A. nuclear reactor;
  - B. equipment or device designed or used for:
    - 1. separating the isotopes of plutonium or uranium;
    - 2. processing or utilizing nuclear spent fuel; or
    - 3. handling, processing or packaging nuclear waste;
  - C. equipment or device used for the processing, fabricating or alloying of nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than:
    - 1. twenty five (25) grams of plutonium or uranium 233, or any combination thereof; or
    - 2. two-hundred-fifty (250) grams of uranium 235; or
  - D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of nuclear waste;
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties include radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means by-product material, source material or special nuclear material.

By-product material, source material and special nuclear material have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.



**ial Excess And Umbrella Insurance**

**ALL COVERAGES UNDER THIS CONTRACT, WHEN TO INSURANCE UNDER THIS CONTRACT, WORDS APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

**waste material:**  
material, other than the tailings or wastes produced by the extraction or return of thorium from any ore processed primarily for its source operation by any person or organization of any nuclear facility specified in A. or B. of the definition of nuclear facility.

**insurance affording coverage that this insurance would also afford.**  
any type of self-insurance or other mechanism arranged for funding of

**clude underlying insurance or insurance negotiated specifically**  
insurance.

**liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, acids, chemicals and waste.** Waste includes materials to be recycled,

**in which damages, to which this insurance applies, are sought. Suit or dispute resolution proceeding in which such damages are sought must be submitted or does submit with our consent.**

**is the coverages for the hazards described in the Schedule Of**  
next renewal or replacement insurance thereof.

**sum of amounts:**

**described in the Schedule Of Underlying Insurance, consisting of**

**able underlying insurance; and**  
may because underlying insurance, as represented by you, is not of the reason;

**applicable antecedent, renewal or replacement of underlying**  
operation, deductible, participation, retention or other self-insurance coverage described in paragraphs A. and B. above; and  
limits or supplemental or other limits available under the insurance specified in A. and B. above.

**Policy Definitions**  
(continued)

**WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

**Underlying Limits**  
(continued)

If amounts available under the applicable underlying insurance, described in the Schedule Of Underlying Insurance, are greater or less than the amount shown in such Schedule, then the greater of such amounts shall apply in the computation of underlying limits.



**Chubb Commercial Excess And Umbrella Insurance**

**Endorsement**

Policy Period SEE 07-02-1993  
 Effective Date SEE 07-02-1993  
 Policy Number 7957-79-18  
 Insured COMMUNITY ASSOCIATIONS PG, INC.  
 Name of Company Federal Insurance Company  
 Date Issued

Under Conditions, the condition titled Cancellation is deleted and replaced by the following:

**Conditions Illinois  
Mandatory  
Cancellation**

The first named insured may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

We may cancel this policy during the first 60 days of coverage by sending to the first named insured a notice of 30 days (10 days in the event of non-payment of premium) in advance of the cancellation date. We may cancel or non-renew this policy after the policy has been in effect for 61 days or more by sending to the first named insured a notice of 60 days (10 days in the event of non-payment of premium) in advance of the cancellation or non-renewal date. However, after the policy has been in effect for 60 days, it may be cancelled only for one of the following reasons:

- a. non-payment of premium;
- b. the policy was obtained through a material misrepresentation;
- c. the insured violated any of the terms and conditions of the policy;
- d. the risk originally accepted has measurably increased;
- e. certification to the Director of the loss or reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
- f. a determination by the Director that the continuation of the policy could place the insurer in violation of the law of Illinois.

Our notice will be mailed to the first named insured's last known address and will indicate the date on which coverage is terminated.

Our notice of cancellation will not be less than 30 days (10 days in the event of non-payment of premium) if the policy is cancelled during the first 60 days of coverage or less than 60 days (20 days in the event of non-payment of premium) if the policy has been in effect for more than 60 days.

**Conditions  
Illinois Mandatory  
Cancellation (continued)**

If cancellation is at the request of the first named insured, return premium will be computed at 90% of pro-rata. If we cancel, return premium will be computed pro-rata. If this policy insures more than one insured, cancellation may be effected by the first named insured for the account of all insureds. Notice of cancellation by us to such first named insured will be deemed notice to all insureds, and payment of any return premium to such first named insured will be for the account of all interests.

Subject to the Minimum Premium shown in the Declarations, any unearned premium will be returned as soon as practicable. The minimum premium does not apply if we cancel the policy.

All other terms and conditions remain unchanged.

Authorized Representative



Chubb Commercial Excess And Umbrella Insurance



Chubb Commercial Excess And Umbrella Insurance

Endorsement

Policy Period SEE 07-02-1993
Effective Date SEE 07-02-1993
Policy Number 7957-79-18

Insured COMMUNITY ASSOCIATIONS PG, INC.

Name of Company Federal Insurance Company

Date Issued

Under Conditions, the following condition is added to the policy.

Conditions

Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

Authorized Representative

Robert Hamburger

Endorsement

Policy Period SEE 07-02-1993
Effective Date SEE 07-02-1993
Policy Number 7957-79-18
Insured COMMUNITY ASSOCIATIONS PG, INC.
Name of Company Federal Insurance Company
Date Issued

Declarations

In the Declarations, Premium is deleted and replaced by the following:

Premium - Minimum Premium

SEE EVIDENCE OF INSURANCE.

Conditions Illinois Mandatory

Under Conditions, the condition titled Cancellation is deleted and replaced by the following:

Cancellation

The first named insured may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

We may cancel this policy during the first 60 days of coverage by sending to the first named insured a notice of 30 days (10 days in the event of non-payment of premium) in advance of the cancellation date. We may cancel or non-renew this policy after the policy has been in effect for 61 days or more by sending to the first named insured a notice of 60 days (10 days in the event of non-payment of premium) in advance of the cancellation or non-renewal date. However, after the policy has been in effect for 60 days, it may be cancelled only for one of the following reasons:

- a. non-payment of premium;
b. the policy was obtained through a material misrepresentation;
c. the insured violated any of the terms and conditions of the policy;
d. the risk originally accepted has measurably increased;
e. certification to the Director of the loss or reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
f. a determination by the Director that the continuation of the policy could place the insurer in violation of the law of Illinois.



**Chubb Commercial Excess And Umbrella Insurance**

**Conditions  
Illinois Mandatory**

**Cancellation (continued)**

Our notice will be mailed to the first named insured's last known address and will indicate the date on which coverage is terminated.

Our notice of cancellation will not be less than 30 days (10 days in the event of non-payment of premium) if the policy is cancelled during the first 60 days of coverage or less than 60 days (20 days in the event of non-payment of premium) if the policy has been in effect for more than 60 days.

If cancellation is at the request of the first named insured, return premium will be computed at 90% of pro-rata. If we cancel, return premium will be computed pro-rata. If this policy insures more than one insured, cancellation may be effected by the first named insured for the account of all insureds. Notice of cancellation by us to such first named insured will be deemed notice to all insureds, and payment of any return premium to such first named insured will be for the account of all interests.

Subject to the Minimum Premium shown in the Declarations, any unearned premium will be returned as soon as practicable. The minimum premium does not apply if we cancel the policy.

All other terms and conditions remain unchanged.

Authorized Representative

**Endorsement**

Policy Period      SEE 07-02-1993

Effective Date    SEE 07-02-1993

Policy Number     7957-79-18

Insured            COMMUNITY ASSOCIATIONS PG, INC.

Name of Company   Federal Insurance Company

Date Issued

The following exclusion is added under Policy Exclusions and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under the contract.

**Policy Exclusions**

**Information Distribution  
Laws**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of:

- the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof;
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or
- any other ordinance, regulation or statute relating to communications, distribution, publication, sending of transmitting of content, information or material.

All other terms and conditions remain unchanged.

Authorized Representative



**Chubb Commercial Excess And Umbrella Insurance**

**Endorsement**

Policy Period      **SEE 07-02-1993**  
 Effective Date    **SEE 07-02-1993**  
 Policy Number     **7957-79-18**  
 Insured            **COMMUNITY ASSOCIATIONS PG, INC.**  
 Name of Company   **Federal Insurance Company**  
 Date Issued

A new section titled Terrorism Provisions is added to the end of this contract.

**Terrorism Provisions**

**Certified Act Of Terrorism Exclusion**  
This insurance does not apply to any loss, cost or expense arising, directly or indirectly, out of a certified act of terrorism.

**Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by the Nuclear Energy exclusion.

**Terrorism Definitions**

A new section titled Terrorism Definitions is added.

**Certified Act Of Terrorism**

Certified act of terrorism means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the United States; or
  - 2. outside of the United States in the case of:
    - a. an air carrier or vessel as described in the terrorism law; or
    - b. the premises of a mission of the United States of America,

**Terrorism Definitions**

**Certified Act Of Terrorism (continued)**

which was committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the United States,

Certified act of terrorism does not include an act that:

- is committed as part of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

**State**

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

**Terrorism Law**

Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

**United States**

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative

## Endorsement

Policy Period To

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This endorsement only applies to Additional Insureds whose mailing address is in New York.

Under Coverage/Excess Follow-Form Coverage A, the following provisions are added.

### Coverage/Excess Follow-Form Coverage A

#### Claims-Made Insurance And Extended Reporting Periods

Provided the applicable underlying insurance is claims-made insurance, this coverage applies only if:

- the injury or damage did not occur, or the offense that causes the injury was not first committed, (as applicable) before the Retroactive Date stated in the underlying insurance or after the end of the policy period of this insurance; and
- a claim, with respect to such injury or damage, is first made during the policy period of this insurance or any Extended Reporting Period we provide.

#### When Extended Reporting Periods Apply

Provided the applicable underlying insurance is claims-made insurance, we will provide Extended Reporting Periods as described below.

We will provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period, if:

- A. this insurance is terminated; or
- B. we renew or replace this insurance with other insurance that is not claims-made insurance.

#### How Extended Reporting Periods Apply

Extended Reporting Periods:

- A. apply only to claims with respect to:
  - injury or damage that did not occur, or
  - injury caused by an offense that was not first committed;before the Retroactive Date stated in the underlying insurance or after the end of the policy period of this insurance.

### Coverage/Excess Follow-Form Coverage A

- B. do not extend the policy period or change the scope of coverage provided; or
- C. may not be canceled once in effect.

A. Basic Extended Reporting Period is automatically provided upon the termination of coverage:

- for claims made with respect to injury or damage caused by an occurrence or offense reported to us, not later than sixty (60) days after termination of coverage, in accordance with paragraphs A. and B. of the condition titled Duties in the Event Of Occurrence, Offense, Claim Or Suit.
- yet no longer than sixty (60) days with respect to claims resulting from occurrences or offenses not previously reported to us.

Such claims will be deemed to have been made during the policy period of this insurance. If the insured is a public entity, the Basic Extended Reporting Period will be 90 days in lieu of 60 days.

The Basic Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the Basic Extended Reporting Period starts.

The Basic Extended Reporting Period will include as an insured, any person employed by you even if such employment by you has ceased.

### Supplemental Extended Reporting Period

A. Supplemental Extended Reporting Period is available upon termination of coverage only by an endorsement and for an additional premium:

- A. We will send you written notification within 30 days after coverage is terminated advising you of the existence of the Basic Extended Reporting Period, the availability and importance of purchasing the Supplemental Extended Reporting Period, and the additional premium required.
- B. You will have the greater of sixty (60) days from the date of termination of coverage or thirty (30) days from the date we provided you the advice described in paragraph A., above to purchase the Supplemental Extended Reporting Period.
- C. If purchased, this period starts at the end of the Basic Extended Reporting Period and is for a period of three years. Claims first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period of this insurance.
- D. If you comply with the provisions of paragraph C. above, we will issue a Supplemental Extended Reporting Period endorsement and will provide a separate aggregate limit of insurance equal to the dollar amount shown in the Declarations in effect at the end of the policy period, but only for claims to which the Supplemental Extended Reporting Period applies.
- E. The separate aggregate limit of insurance described in paragraph D. above will not apply to any loss, claim, suit or other circumstance reported, in whole or in part, to us or to any other insurer before the beginning of the Supplemental Extended Reporting Period.
- F. We will determine the additional premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates in effect at inception. The additional premium will be 200% of the annual premium for this insurance.

**Endorsement**

Effective Date

Policy Number

The following provision is added:

**Who Is An Insured/  
Excess Follow-Form  
Coverage A and  
Umbrella Coverage B**

**Additional Named  
Insureds**

This insurance is issued to the first Named Insured shown in the Declarations as a risk purchasing group for the benefit of its members, who are named as additional insureds in separate Additional Named Insured endorsements. In order for coverage under this policy to be effective, such additional named insureds must be members of the purchasing group. Any policy changes that are indicated in an Additional Named Insured endorsement are made a part of this policy, but only with respect to such insureds as are named in the individual endorsement.

The provision entitled When Excess Follow-Form Coverage A Applies (Drop Down) is deleted and replaced by the following:

Subject to all of the terms and conditions of this insurance, with respect to Excess Follow-Form Coverage A, if the applicable underlying limits are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will drop down to apply in excess of the remaining amount of the applicable underlying limits; or
- exhausted because the underlying insurers are legally obligated to pay the underlying limits in payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will apply in the same manner as the applicable underlying insurance would have applied but for such exhaustion.

Only triggering events taking place during the term of any coverage of this policy will be considered in determining the extent of the reduction or exhaustion of the underlying aggregate limits as it affects such coverage.

The Excess Follow-Form Coverage A Pollution exclusion is deleted and replaced with the following:

**Exclusions/Excess  
Follow-Form  
Coverage A**

**Pollution**

A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

This exclusion does not apply to bodily injury or property damage arising out of:

1. heat, smoke or fumes from a hostile fire:
  - a. at or from any premises, site or location which is or was at any time owned or occupied by or rented to any insured; or
  - b. at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations.
2. pesticide or herbicide operations:

**Coverage/Excess  
Follow-Form  
Coverage A**

**Supplemental Extended  
Reporting Period  
(continued)**

G. The Supplemental Extended Reporting Period will not take effect until the premium owed for the policy is paid in full and unless the premium owed for the Supplemental Extended Reporting Period is paid promptly when due.

Upon termination of coverage, other than retrospectively rated policies:

1. any return premium due us shall be credited toward the premium for the Supplemental Extended Reporting Period if you elect to purchase the Supplemental Extended Reporting Period; and
  2. any monies received by us from you for the Supplemental Extended Reporting Period shall first be applied to any premium still owed by you to us for this policy.
- H. The Supplemental Extended Reporting Period will include as an insured, any person employed by you even if such employment by you has ceased.
- I. The Supplemental Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

Under Coverage/Umbrella Coverage B Bodily Injury And Property Damage Liability Coverage, the following provision is added.

**Coverage/Umbrella  
Coverage B Bodily  
Injury And Property  
Damage Liability  
Coverage**

This coverage does not apply to any part of:

- A. loss to which underlying insurance would have applied but for a limitation in such coverage with respect to the timing of a triggering event; or
- B. any costs or expenses related to loss described in subparagraph A. above.

Under Coverage/Umbrella Coverage B Advertising Injury And Personal Injury Liability Coverage, the following provision is added.

This coverage does not apply to any part of:

- A. loss to which underlying insurance would have applied but for a limitation in such coverage with respect to the timing of a triggering event; or
- B. any costs or expenses related to loss described in subparagraph A. above.

**Coverage/Umbrella  
Coverage B  
Advertising Injury  
And Personal Injury  
Liability Coverage**

**Exclusions/Excess  
Follow-Form  
Coverage A**

**Employee Or Worker  
Injury**  
(continued)

to any obligation to share damages with or repay someone else who must pay damages because of any injury or damage described in paragraphs A. or B. above.  
This exclusion does not apply to the liability for damages assumed by the insured in an insured contract.

The Watercraft: Owned exclusion is deleted.

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/Property  
Damage**

**Watercraft: Owned**

The following exclusions are added:

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage/  
Advertising Injury/  
Personal Injury**

**Mobile Equipment**

This insurance does not apply to any damages, loss, cost or expense arising out of the ownership, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any mobile equipment owned or operated by or loaned or rented to any insured.

This exclusion does not apply to golf carts.

**Punitive Damages**

This insurance does not apply to any punitive or exemplary damages, fines or penalties.

The Employment-Related Practices exclusion is deleted and replaced by the following:

**Policy Exclusions**

**Employment-Related  
Practices**

A. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;

**Endorsement**

**Effective Date**

**Policy Number**

**Exclusions/Excess  
Follow-Form  
Coverage A**

**Pollution**  
(continued)

- a. if the operations:
- (1) meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government that apply to those operations; and
  - (2) arise at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations; and
- b. only with respect to those named insureds who have coverage for pesticide and herbicide operations in underlying insurance, and only to the extent that such bodily injury or property damage is also covered by such insurance.

B. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory 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
2. claim or proceeding by or on behalf of any governmental authority or others 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.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

The following exclusion is added:

**Exclusions/Excess  
Follow-Form  
Coverage A**

**Employee Or Worker  
Injury**

A. This insurance does not apply to any liability or loss, cost or expense in connection with any injury or damage sustained by an employee or temporary worker of the insured arising out of and in the course of:

1. employment by the Insured; or
  2. performing duties related to the conduct of the Insured's business.
- B. This insurance does not apply to injury or damage sustained by the brother, child, parent, sister or spouse of such injured person, as a consequence of any injury or damage described in paragraph A. above.

This exclusion applies:

- whether the Insured may be liable as an employer or in any other capacity; and



## Endorsement

Effective Date  
Policy Number

### Policy Exclusions

#### Employment-Related Practices (continued)

5. demotion, discipline, evaluation or reassignment;
  6. discrimination, harassment or segregation;
  7. a. eviction, or  
b. invasion or other violation of any right of occupancy;
  8. failure or refusal to advance, compensate, employ or promote;
  9. invasion or other violation of any right of privacy or publicity;
  10. termination of employment; or
  11. other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.
- B. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion does not apply to Excess Follow-Form Coverage A to the extent that insurance is provided under a Directors & Officers Liability Policy shown in the Schedule of Underlying Insurance, except with respect to A.6. above.

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 because of any of the foregoing.

The following Policy Exclusions are added:

### Policy Exclusions

#### Assorted Real Property

- This insurance does not apply to any damages, loss, cost or expense arising out of:
- real property owned or operated by non-profit organizations (other than condominium, cooperative, community or homeowners associations) such as religious institutions or organizations, charitable organizations or social service organizations;
  - real property owned by governmental entities;
  - real property containing manufacturing operations; or
  - vacant land or buildings.

## Policy Exclusions (continued)

### Construction And Design Defects

This insurance does not apply to any damages, loss, cost or expense arising out of any defect in design or construction of any buildings or structures owned or managed by the insured, including defective:

- materials or products used in construction, or
- workmanship, regardless of whether the work was performed by the insured or on the insured's behalf.

This exclusion does not apply to general building maintenance or building repair.

### Garage Operations

- This insurance does not apply to any damages, loss, cost or expense arising out of:
- bodily injury or property damage arising out of the ownership, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any auto while rented or leased to others by any insured; or
  - property damage to any auto in the care, control or custody of the insured.
- This exclusion does not apply to those named insureds who maintain underlying insurance that includes:

- Garagekeepers Legal Liability insurance; or
  - Garage Liability insurance,
- but only to the extent that injury or damage is covered under the terms and conditions of such Garagekeepers Legal Liability insurance or Garage Liability insurance.

### Marine

This insurance does not apply to any damages, loss, cost or expense arising out of:

- dams;
- piers longer than thirty (30) feet in length;
- marina operations, including gas docks and boat repair;
- watercraft, except to the extent they are covered by underlying insurance;
- electrical conduit or wire leading to boat docks or boat slips;
- discharge of electricity into a body of water; or
- cranes or boat lifts.

### Property Development

This insurance does not apply to any damages, loss, cost or expense arising out of any property development or construction operations performed by the insured.

This exclusion does not apply to general building maintenance or building repair.

### Protective Services

This insurance does not apply to any damages, loss, cost or expense arising out of:

- fire or police departments located on the insured's premises or operated by the insured; or
- security guards professional errors and omissions.

## Endorsement

Effective Date

Policy Number

- water towers.
- Specialized Buildings And Facilities  
(continued)

## Policy Exclusions (continued)

### Recreational Activities

- This insurance does not apply to any damages, loss, cost or expense arising out of:
- organized children's activities;
  - snow skiing, snow boarding, sleigh riding, water skiing, or snow or water tubing;
  - parasailing, hang-gliding or other similar activity in which aircraft are used;
  - bungee jumping;
  - gunning or archery;
  - snowmobiles;
  - go-carts, minibikes or all terrain vehicles (other than golf carts) whether or not used off road; or
  - fireworks.

### Recreational Facilities

- This insurance does not apply to any damages, loss, cost or expense arising out of:
- equestrian facilities or saddle animals;
  - diving boards, pool slides or unfenced pools;
  - shooting or archery ranges;
  - ice skating or roller rinks;
  - movie theaters open to the general public; or
  - night clubs, whether or not alcoholic beverages are served.

### Specialized Buildings And Facilities

- This insurance does not apply to any damages, loss, cost or expense arising out of:
- assisted living, extended care, medical, nursing, or nursing home facilities;
  - student housing or locations which are primarily occupied by students, whether owned by a school or privately;
  - day care or preschool facilities;
  - summer camps or day camps;
  - storage or distribution of petroleum-based products used to fuel vehicles, watercraft or aircraft;
  - sewage treatment or storage;
  - water treatment, purification, distribution, or storage;
  - electrical utilities, water utilities or gas utilities owned or operated by the insured;
  - scaffolding; or

## Policy Exclusions

The Separation Of Insureds condition is deleted and replaced by the following:

## Conditions

### Separation Of Insureds

- Except with respect to any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:
- as if all the insureds shown in each Additional Named Insured endorsement attached to this policy were the only insureds under this policy; and
  - separately to each insured against whom claim is made or suit is brought.
- However, regarding the Limits Of Insurance afforded by this policy, separate Limits Of Insurance apply to all the insureds listed on each Additional Named Insured endorsement collectively as a group.

The following Conditions are added:

## Conditions

### Duties To Report Certain Events, Claims Or Suits

Notwithstanding anything to the contrary set forth in any other provisions of this insurance, the insured must see to it that we and any other insureds are notified, in writing, as soon as reasonably possible after such insured receives notice of any event, claim or suit involving:

- brain damage;
- spinal cord injury with paralysis;
- burns over fifty (50) percent or more of a person's body;
- amputations or multiple fractures;
- fatal injuries;
- permanent disabilities;
- sexual molestation;
- massive internal injuries;
- any coverage issue which may trigger a reservation of rights or coverage declination; or
- any claim with an estimated ultimate cost of \$500,000 or more.

The insured must see to it that such notices are provided:

- A. in accordance with all other terms and conditions of this insurance; and
- B. regardless of:
  1. the application of any Self-Insured Retention; or
  2. the affected insured's assessment of:
    - a. the severity of the event or the value of any loss, cost or expense;
    - b. any liability or obligation; or



**Chubb Commercial Excess And Umbrella Insurance**

**Endorsement**

Effective Date

Policy Number

**Duties To Report Certain Events, Claims Or Suits (continued)**

c. the applicability of any insurance.

Under Definitions/Umbrella Coverage B, the definition titled Loading Or Unloading is deleted.

**Definition/Umbrella Coverage B**

**Loading Or Unloading**

Under Policy Definitions, the definition titled Insured is deleted and replaced by the following:

**Policy Definitions**

**Insured**

- means a person or an organization qualifying as an insured in the Who Is An Insured sections of this contract.
- does not include a person or organization who is a garage customer, unless they qualify as an insured in the Who Is An Insured/Excess Follow-Form Coverage A section of this contract.

Under Policy Definitions, the following definition is added.

**Policy Definitions**

**Claims-Made Insurance**

Claims-made insurance means such insurance coverage, the triggering event of which is based on the timing of a claim first made during the policy period or any extended reporting period.

All other terms and conditions remain unchanged.

Authorized Representative

**Endorsement**

Policy Period SEE 07-02-1993

Effective Date SEE 07-02-1993

Policy Number 7957-79-18

Insured COMMUNITY ASSOCIATIONS PG, INC.

Name of Company Federal Insurance Company

Date Issued

Under Policy Exclusions, the following exclusion is added:

**Policy Exclusions**

**Bacteria Or Fungi**

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of bacteria or fungi.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
  - request, demand, order or regulatory requirement that any insured or others test for, monitor, clean up, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any bacteria or fungi, or
  - claim or proceeding by or on behalf of a governmental authority or others 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 any bacteria or fungi.

Under Policy Definitions, the following definition is added:

**Policy Definitions**

**Bacteria Or Fungi**

Bacteria or fungi means any:

- bacteria;
- mildew, mold or other fungi;



**Chubb Commercial Excess And Umbrella Insurance**

**Policy Definitions**

**Bacteria Or Fungi**  
(continued)

- 3. mycotoxins, spores or other by-products of any of the foregoing;
- B. Colony or group of any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative

*Robert Hamburger*

**Endorsement**

Policy Period      SEE 07-02-1993  
 Effective Date    SEE 07-02-1993  
 Policy Number    7957-79-18  
 Insured            COMMUNITY ASSOCIATIONS PG, INC.  
 Name of Company   Federal Insurance Company  
 Date Issued

Under Policy Exclusions, the following exclusion is added:

**Policy Exclusions**

**Sexual Abuse Or Molestation**

This insurance does not apply to any liability or loss, cost or expense arising out of any claim against or liability imposed on the insured for any person who actively participates in any act of abuse or molestation of any person.

All other terms and conditions remain unchanged.

Authorized Representative

*Robert Hamburger*



# Chubb Commercial Excess And Umbrella Insurance

## Endorsement

**Policy Period** SEE 07-02-1993  
**Effective Date** SEE 07-02-1993  
**Policy Number** 7957-79-18  
**Insured** COMMUNITY ASSOCIATIONS PG, INC.  
**Name of Company** Federal Insurance Company  
**Date Issued**

## When This Endorsement Applies

The provisions of this endorsement will become applicable only if and only on the date when any one of the following first occurs:

- the Terrorism Risk Insurance Program ("Program"), established by the terrorism law, has terminated with respect to the type of insurance provided under this contract;
- a renewal, extension or continuation of the Program has become effective without a requirement to make terrorism insurance available to you under this contract; or
- the terrorism law has been replaced with a different law that redefines terrorism or makes insurance for terrorism losses subject to provisions or requirements that differ from those that apply to other types of losses under this contract.

## Terrorism Provisions

The section titled Terrorism Provisions is deleted and replaced with the following:

### Terrorism Exclusion

- This insurance does not apply to any damages, loss, cost or expense arising, directly or indirectly, out of:
- terrorism; or
  - action in hindering or defending against an actual or expected incident of terrorism.

Except as provided for above, this Terrorism exclusion will only apply to an incident of terrorism in which:

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

## Terrorism Provisions

### Terrorism Exclusion

- B. fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
- physical injury that involves a substantial risk of death; or
  - protracted and obvious physical disfigurement; or
  - protracted loss of or impairment of the function of a bodily member or organ; or
- C. the terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- D. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- E. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

Paragraphs A. and B. immediately preceding, describe the thresholds used to measure the magnitude of an incident of terrorism and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident.

When the Terrorism Exclusion applies to an incident of terrorism, there is no coverage under this contract. In the event of any incident of terrorism that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this contract. Multiple incidents of terrorism which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

The section titled Terrorism Definitions is deleted and replaced with the following:

## Terrorism Definitions

### Terrorism

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

- that involve the following or preparation for the following:
  - use or threat of force or violence;
  - commission or threat of a dangerous act; or
  - commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
- when one or both of the following applies:
  - the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - it appears from the standpoint of a reasonable person that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.



Chubb Commercial Excess And Umbrella Insurance

Endorsement

Effective Date SEE 07-02-1993
Policy Number 7957-79-18

Terrorism Definitions (continued)

Terrorism Law

Terrorism law means the Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

All other terms and conditions remain unchanged.

Authorized Representative

Robert Hamburger



Chubb Commercial Excess And Umbrella Insurance

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Policy Period SEE 07-02-1993
Effective Date SEE 07-02-1993
Policy Number 7957-79-18
Insured COMMUNITY ASSOCIATIONS PG, INC.
Name of Company Federal Insurance Company
Date Issued

Under Exclusions/Umbrella Coverage B Bodily Injury/Property Damage, the following exclusion titled Aircraft: Owned Or Rented Without Crew is deleted.

Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage

Aircraft: Owned Or Rented Without Crew

Under Definitions/Umbrella Coverage B, the definitions titled Auto and Loading Or Unloading are deleted.

Definitions/ Umbrella Coverage B

Auto
Loading Or Unloading

Under Policy Exclusions, the following exclusion is added:

Policy Exclusions

Aircraft

This insurance does not apply to any liability or loss, cost or expense arising out of the ownership, maintenance, use (use includes operation and loading or unloading) or enmeshment to others of any aircraft owned or operated by or loaned or rented to any insured.



Policy Definitions

Under Policy Definitions, the following definitions are added:

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include mobile equipment.

Loading Or Unloading

Loading or unloading:

- A. means the handling of property:
  1. after it is moved from the place where it is accepted for movement into or onto an aircraft, auto or watercraft;
  2. while it is in or on an aircraft, auto or watercraft; or
  3. while it is being moved from an aircraft, auto or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, auto or watercraft.

All other terms and conditions remain unchanged.

*Robert H. Amburge*

Authorized Representative

Endorsement

Policy Period SEE 07-02-1993

Effective Date SEE 07-02-1993

Policy Number 7957-79-18

Insured COMMUNITY ASSOCIATIONS PG, INC.

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Date Issued

Under Exclusions/Umbrella Coverage B Bodily Injury/Property Damage, the following exclusion is added:

Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage

Alcoholic Beverages

This insurance does not apply to bodily injury or property damage for which any insured may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;
- manufacturing, distributing, selling or serving of alcoholic beverages; or
- the insured's liability as an owner or lessor of premises used for selling or serving alcoholic beverages.

All other terms and conditions remain unchanged.

*Robert H. Amburge*

Authorized Representative



Chubb Commercial Excess And Umbrella Insurance



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Policy Number 7957-79-18

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Name of Company Federal Insurance Company

Date Issued

Under Exclusions/Umbrella Coverage B Bodily Injury/Property Damage, the following exclusion is added:

- Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage/ Advertising Injury/ Personal Injury Contractual Liability

This insurance does not apply to bodily injury, property damage, advertising injury or personal injury arising out of any liability assumed in any contract which is an insured contract.

All other terms and conditions remain unchanged.

Authorized Representative

*Robert Hamburger*

Endorsement

Policy Period SEE 07-02-1993

Effective Date SEE 07-02-1993

Policy Number 7957-79-18

Insured COMMUNITY ASSOCIATIONS PG, INC.

Name of Company Federal Insurance Company

Date Issued

Under Policy Exclusions, the following exclusion is added:

Policy Exclusions

Lead

This insurance does not apply to any liability or loss, cost or expense arising out of: A. the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of Lead; or

- B. 1. any request, demand, order or regulatory or statutory 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 Lead; or
- 2. any claim or proceeding by or on behalf of a governmental authority or others 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 Lead.

Policy Exclusions

Under Policy Definitions, the following Definition is added:

Lead

Lead means the element lead in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative

*Robert Hamburger*





Chubb Commercial Excess And Umbrella Insurance



Chubb Commercial Excess And Umbrella Insurance

Endorsement

Policy Period SEE 07-02-1993
Effective Date SEE 07-02-1993
Policy Number 7957-79-18
Insured COMMUNITY ASSOCIATIONS PG, INC.
Name of Company Federal Insurance Company
Date Issued

Under Policy Exclusions, the following exclusion is added:

Policy Exclusions

Professional Services

This insurance does not apply to any liability or loss, cost or expense arising out of the rendering or failing to render professional service or advice, whether or not that service or advice is ordinary to the insured's profession, regardless of whether a claim or suit is brought by a client or any other person or organization.

All other terms and conditions remain unchanged.

Authorized Representative

Robert Hemburger

Endorsement

Policy Period SEE 07-02-1993
Effective Date SEE 07-02-1993
Policy Number 7957-79-18
Insured COMMUNITY ASSOCIATIONS PG, INC.
Name of Company Federal Insurance Company
Date Issued

Under Exclusions/Umbrella Coverage B Advertising Injury/Personal Injury, the following exclusion is added:

Exclusions/ Umbrella Coverage B Advertising Injury/ Personal Injury

Personal Injury

This insurance does not apply to personal injury.

It is agreed that, with respect to Coverages/Umbrella Coverage B, all references in the policy to personal injury are deleted and no coverage is provided.

All other terms and conditions remain unchanged.

Authorized Representative

Robert Hemburger



**Chubb Commercial Excess And Umbrella Insurance**

**Endorsement**

**Policy Period** SEE 07-02-1993  
**Effective Date** SEE 07-02-1993  
**Policy Number** 7957-79-18  
**Insured** COMMUNITY ASSOCIATIONS PG, INC.  
**Name of Company** Federal Insurance Company  
**Date Issued**

Under Policy Exclusions, the following exclusion is added:

**Policy Exclusions**

**Waterskiing**

This insurance does not apply to any liability or loss, cost or expense arising out of the use of watercraft for waterskiing, aquaplaning, or any similar sport in which person or objects or both are towed.

The watercraft will be deemed as being used for such sport from the time any persons or objects begin to leave the watercraft for such sport, while such sport is in progress and until all persons have completed such sport and returned on board the watercraft or elsewhere and all objects are stored on board the watercraft.

All other terms and conditions remain unchanged.

*Robert Hombiger*

Authorized Representative