

March 01, 2016

Carol Burton Hidden Wood West Association C/O Diamond Community Management 7512 Stanich Lane, Suite 6 Gig Harbor, WA 98335

Re: Policy Date: February 27, 2016

CAU Account # 24085 Policy # CAU225487-2

Dear Carol,

We are pleased to enclose the association's package policy which is written for a one year term. In addition we are enclosing the Volunteer Accident policy for your review.

We are also including a sample certificate of insurance for this association. The certificate includes basic policy coverage information. You may wish to use this in your resale packages or as a quick coverage reference. Unit owners requesting certificates of insurance should be directed to the CAU website at www.cauinsure.com. Simply click on "Certificates of Insurance" and follow the prompts. Certificates can also be ordered by calling 267-757-7110 and following the directions on the recording. Certificates can be ordered 24 hours a day, seven days a week.

Please take a moment now to review the following items:

- To assist you with the communication of insurance information to the members of your community, you will find a "Unit Owners Fact Sheet". This fact sheet includes a general description of the association's coverage, information about filing claims and instructions for ordering certificates of insurance. We recommend that this document be distributed to all of the unit owners in your community.
- The "Environmental Impairment Liability" brochure describes the type of protection provided by this coverage.
- Our "Whom to Call" directory provides the contact information for our accounting, claims and customer service representatives.

The limits of liability chosen by the association were based upon considerations of cost and risk factors. Please notify us in writing if you desire any changes or increases in these limits.

Please contact us if you have any questions regarding your policy or these documents. Thank you for choosing CAU as your insurance provider.

Sincerely,

Dawn Darvas

Dawn M. Darvas

Manager, Customer Service

cc: Amy S. Clements, CIRMS, ARM

Enc.



CERTIFICATE OF INSURANCE REQUEST FORM

To obtain a Certificate of Insurance, please complete the information below.

Your request can be faxed to 267-757-7410, e-mailed to certs@cauinsure.com, or visit our website for processing at www.cauinsure.com.

Requests are processed in a timely manner and mailed directly to the Mortgage Holder, unless forwarding instructions are provided below.

ASSOCIATION/COMPLEX NAME:

	UNIT OWNER/SHAREHOLDER: (as they appear on mortgage loan, including middle names or initials)	
	COMPLETE UNIT ADDRESS: (street name, unit #, city, state and zip code)	
MORTGAGE LOA	N NUMBER:	
	MORTGAGE/CERTIFICATE HOLDER: (as should appear on the Certificate of Insurance; including address)	
Company Name:	Forwarding instructions:	
Attention:		
_		
Phone Number:		
	By providing CAU with a Fax Number and/or E-mail Address, you will be invoiced \$30.00 for expedited service.	
Fax Number: _		
F-Mail Address:		



Welcome to Community Association Underwriters' insurance program. This two-page fact sheet is designed to assist you in:

- Purchasing your own insurance
- Filing claims
- Ordering certificates of insurance

Key information regarding the association's insurance policy:

- 1. The common elements, limited common elements and units are covered.
- 2. Improvements and betterments and upgrades made at the expense of the current or previous unit owner are covered. This would include, but is not limited to, upgraded carpeting, cabinets and originally conveyed appliances. Wall coverings, built-in bookshelves and other permanently installed fixtures are also included.
- 3. The covered causes of loss include: fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden and immediate water escape or overflow from plumbing or appliances, frozen pipes, and convector units.
- 4. No coverage is provided for wear and tear, deterioration, damage by insects or animals, settling or cracking of foundation, walls, basements or roofs. There is no coverage for damage caused by continuous or repeated leakage or seepage from appliances or plumbing. This includes, but is not limited to, leaking from around the shower, bathtub, toilet or sink. These events are properly classified as maintenance items.

Key information regarding unit owner's insurance needs:

- 1. You need a condominium owner's policy, also known as an HO-6, to pick up coverage for your personal property, furniture, additional living expenses (in the event your unit is uninhabitable due to a covered claim), and personal liability.
- 2. The association insurance policy carries a deductible. In the event of a claim, the association may seek to recover the deductible from unit owners involved in the claim. Your obligation to pay the deductible may be offset by your HO-6 policy, subject to your own deductible, if you add building coverage. Ask your personal insurance agent.

Note: This fact sheet is intended to provide a brief summary of insurance issues. In all cases, the declarations, terms, conditions and exclusions of the actual policy will apply.

Edition Date: 04/13 Account: 24085 Policy: CAU225487-2-0



Claims

If you have a claim, notify your association's management company or designated board member and your own homeowners insurance carrier. Claims that involve your personal property and furniture must be submitted to your homeowners insurance carrier.

Claim payments under this policy are made to your board of directors as insurance trustee.

Certificates of Insurance

Unit owners can request certificates of insurance by either:

- 1. Going to our web site at: www.cauinsure.com. Click the "Certificate of Insurance" button and follow the prompts.
- 2. Calling (267) 757-7110 to obtain a CAU Certificate of Insurance Request Form. Send the completed form to CAU in one of the following ways:
 - Fax the CAU Certificate of Insurance Request Form to: (267) 757-7410
 - Mail the CAU Certificate of Insurance Request Form to:
 Certificate Department CAU, 2 Caufield Place, Newtown, PA 18940

Web and faxed certificate of insurance requests are processed within 24 business hours.

We appreciate your association's business, and we are committed to providing you and your community with prompt and professional service. If we can be of further assistance, please call our customer service department at 800-228-1930.

Note: This fact sheet is intended to provide a brief summary of insurance issues. In all cases, the declarations, terms, conditions and exclusions of the actual policy will apply.

Edition Date: 04/13 Account: 24085 Policy: CAU225487-2-0



Call us toll free at **(800) 228-1930** or use our direct dial phone numbers. To expedite your call, please have your CAU account number or policy number available.

YOUR CUSTOMER SERVICE CONTACT

All service requests, such as change requests and coverage inquiries should be directed to our customer service representatives.

Dawn Darvas Extension: 7149 Direct Dial: (267) 757-7149 Fax: (267) 757-7449

Email: ddarvas@cauinsure.com

CLAIMS REPORTING

To report a claim:

Go to our web site at: www.cauinsure.com. Click the "Claims" button for Claims Forms and reporting instructions.

Direct Claims Email: dclaims@cauinsure.com

Direct Claims Fax: (267) 757-7424

For general claims questions call: (267) 757-7128

(267) 757-7131

All claims must be reported by a member of the association's board of directors or your property manager.

CERTIFICATES OF INSURANCE

Unit owners can obtain certificates of insurance by means of the following:

- 1. Go to our web site at: www.cauinsure.com. Click the "Certificates of Insurance" button and follow the prompts.
- Complete the CAU Certificate of Insurance Request Form which can be found in your policy packet or call (267) 757-7110 for instructions on how to obtain this form. Send the completed form to CAU in one of the following ways:
 - Fax the CAU Certificate of Insurance Request Form to: (267) 757-7410
 - Mail the CAU Certificate of Insurance Request Form to:
 Certificate Department CAU, 2 Caufield Place, Newtown, PA 18940

Online and faxed certificate of insurance requests are processed within 24 business hours.

BILLING INQUIRIES

All questions about your payment plan or invoices should be directed to our accounting department.

Jean Collins Extension: 7121 Direct Dial: (267) 757-7121 Fax: (267) 757-7421

Email: jcollins@cauinsure.com

Pat Williams Extension: 7122 Direct Dial: (267) 757-7122 Fax: (267) 757-7422

Email: pwilliams@cauinsure.com

YOUR LOCAL OFFICE

Please direct inquiries pertaining to new or renewal policies or additional coverage to your local office.

Amy S. Clements Phone: (800) 228-1930 Fax: (425) 688-1238

Email: aclements@cauinsure.com

Edition Date: 02/14 Account: 24085



Member of the QBE Insurance Group

Condominium Policy

■ Declarations

POLICY PERIOD POLICY NUMBER: CAU225487-2

FROM: 02/27/2016 TO: 02/27/2017 ANNUAL PREMIUM: \$11,507.00

12:01 A.M. Standard Time at your mailing address

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

NAMED INSURED Hidden Wood West Association

MAILING ADDRESS C/O Diamond Community Management

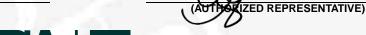
7512 Stanich Lane, Suite 6 Gig Harbor, WA 98335

■ Directory of Declarations

DECLARATIONS TITLE	PAGE NO.
POLICY DECLARATIONS	1
DESCRIPTION OF PREMISES DECLARATIONS	2
PROPERTY DIRECT COVERAGES DECLARATIONS	3, 4
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EARTHQUAKE AND "VOLCANIC ERUPTION" DECLARATIONS	6
LIABILITY COVERAGE DECLARATIONS	7
DIRECTORS AND OFFICERS LIABILITY COVERAGE DECLARATIONS	8
ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE DECLARATIONS	9
AMENDATORY DECLARATIONS	10

Community Association Underwriters Of America 40 Lake Bellevue, Suite 100 Bellevue, WA 98005

COUNTERSIGNED BY (DATE)



Community Association Underwriters of America, Inc.

2 Caufield Place, Newtown, PA 18940

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Coverage is provided for a clubhouse and fifteen one-story frame condominium buildings containing thirty residential units. The premises is located at 7117 40th Street W (units 1-30), University Place, Pierce County, WA 98466.



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(#) WHERE SHOWN ON THE DECLARATIONS REFERS TO POLICY PAGE NUMBERS

VALUATION (15)

A/C MEANS ACTUAL COST (15) G/R/C MEANS GUARANTEED REPLACEMENT COST (15) A/C/V MEANS ACTUAL CASH VALUE (15) I/R/C MEANS INCREASED REPLACEMENT COST (15)

A/L/S MEANS ACTUAL LOSS SUSTAINED (15) M/V MEANS MARKET VALUE (16)
A/V MEANS APPRAISED VALUE (16) R/C MEANS REPLACEMENT COST (15)

F/V MEANS FACE VALUE (16)

PROPERTY DIRECT COVERAGES DECLARATIONS

COVERAGE	LIMIT OF INSURANCE	VALUATION	DEDUCTIBLE
BUILDINGS AND STRUCTURES (1) BUILDINGS (1)	Guaranteed Replacement Cost	G/R/C	\$2,500
STRUCTURES (1)	Guaranteed Replacement Cost	G/R/C	\$2,500
"UNITS" (1) ORIGINAL SPECIFICATIONS (1)	Guaranteed Replacement Cost	G/R/C	\$2,500
ADDITIONAL INSTALLATIONS (1)	Guaranteed Replacement Cost	G/R/C	\$2,500
COMMUNITY PERSONAL PROPERTY (1)	Guaranteed Replacement Cost	G/R/C	\$2,500
STRUCTURAL GLASS AND SIGNS (2)	Guaranteed Replacement Cost	G/R/C	\$1,000
BRIDGES, BULKHEADS, DOCKS, PIERS, RETAINING WALLS, WHARVES (2)	\$10,000	R/C	\$500
SATELLITE DISHES AND ANTENNAS (2)	\$10,000	R/C	\$500
NATURAL PROPERTY (2) Maximum per tree, plant, shrub or lawn	\$10,000 \$500	R/C R/C	\$0 \$0
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY (2)			
NEWLY ACQUIRED BUILDINGS AND STRUCTURES (2)	\$250,000	R/C	\$2,500
NEWLY CONSTRUCTED BUILDINGS AND STRUCTURES (2)	\$250,000	R/C	\$2,500

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VALUATION (15)

A/C MEANS ACTUAL COST (15) G/R/C MEANS GUARANTEED REPLACEMENT COST (15) A/C/V MEANS ACTUAL CASH VALUE (15) I/R/C MEANS INCREASED REPLACEMENT COST (15)

A/L/S MEANS ACTUAL LOSS SUSTAINED (15) M/V MEANS MARKET VALUE (16)
A/V MEANS APPRAISED VALUE (16) R/C MEANS REPLACEMENT COST (15)

F/V MEANS FACE VALUE (16)

PROPERTY DIRECT COVERAGES DECLARATIONS

COVERAGE	LIMIT OF INSURANCE	VALUATION	DEDUCTIBLE
NEWLY ACQUIRED COMMUNITY PERSONAL PROPERTY (2)	\$250,000	R/C	\$2,500
"MONEY" AND "SECURITIES" (2)	\$15,000	F/V, M/V	\$0
COMPUTER EQUIPMENT, "MEDIA" AND SUPPLIES (3)	\$25,000	R/C	\$500
PAPERS, RECEIVABLES AND RECORDS (3)	\$10,000	A/C	\$0
"FINE ARTS" (3)	\$15,000	A/V	\$500
"PERSONAL EFFECTS" (3)			
Per Person	\$5,000	A/C/V	\$0
Per Occurrence	\$15,000	A/C/V	\$0
PERSONAL PROPERTY OF OTHERS (3)			
Per Person	\$5,000	A/C/V	\$0
Per Occurrence	\$15,000	A/C/V	\$0 \$0
ELEVATOR COLLISION (3)	\$100,000	R/C	\$0
OFF "PREMISES" (3)	\$25,000	R/C	\$2,500
IN TRANSIT (3)	\$25,000	R/C	\$2,500
"RATABLE LIMIT" (56)	\$10,650,000		

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A/C MEANS ACTUAL COST (15) G/R/C MEANS GUARANTEED REPLACEMENT COST (15) A/C/V MEANS ACTUAL CASH VALUE (15) I/R/C MEANS INCREASED REPLACEMENT COST (15)

A/L/S MEANS ACTUAL LOSS SUSTAINED (15) M/V MEANS MARKET VALUE (16)
A/V MEANS APPRAISED VALUE (16) R/C MEANS REPLACEMENT COST (15)

F/V MEANS FACE VALUE (16)

PROPERTY CONSEQUENTIAL COVERAGE DECLARATIONS

COVERAGE	LIMIT OF INSURANCE	VALUATION	DEDUCTIBLE
MAINTENANCE FEES AND ASSESSMENTS (4)	FULL	A/L/S	\$0
COMMUNITY INCOME (4)	FULL	A/L/S	\$0
EXTRA EXPENSE (4)	FULL	A/C	\$0
ACCOUNTS RECEIVABLE EXPENSES (4)	FULL	A/L/S	\$0
"MEDIA" COSTS (4)	\$25,000	A/C	\$0
"VALUABLE PAPERS AND RECORDS" COSTS (4)	\$25,000	A/C	\$0
ORDINANCE OR LAW COVERAGE (4)			
COVERAGE FOR LOSS TO THE UNDAMAGED PORTION OF THE BUILDING (5)	Guaranteed Replacement Cost	G/R/C	\$2,500
DEMOLITION COST COVERAGE (5)	\$250,000	A/C	\$2,500
INCREASED COST OF CONSTRUCTION COVERAGE (5)	\$250,000	I/R/C	\$2,500
INCREASED PERIOD OF RESTORATION COVERAGE (5)	FULL	A/L/S, A/C	\$0
REMOVAL COVERAGES (5)			
DEBRIS REMOVAL (5)	\$250,000	A/C	\$0
PROPERTY REMOVAL (5)	\$250,000	R/C	\$0
REMOVAL OF FALLEN TREES (5) Maximum per tree, plant, shrub or lawn	\$10,000 \$500	R/C R/C	\$0 \$0

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VALUATION

DEDUCTIBLE

■ Declarations

COVERAGE

(#) WHERE SHOWN ON THE DECLARATIONS REFERS TO POLICY PAGE NUMBERS

VALUATION (15)

A/C MEANS ACTUAL COST (15) G/R/C MEANS GUARANTEED REPLACEMENT COST (15) A/C/V MEANS ACTUAL CASH VALUE (15) I/R/C MEANS INCREASED REPLACEMENT COST (15)

LIMIT OF INSURANCE

A/L/S MEANS ACTUAL LOSS SUSTAINED (15) M/V MEANS MARKET VALUE (16)
A/V MEANS APPRAISED VALUE (16) R/C MEANS REPLACEMENT COST (15)

F/V MEANS FACE VALUE (16)

PROPERTY ADDITIONAL CAUSES OF LOSS COVERAGE DECLARATIONS

WORLDWIDE CRIME COVERAGES (10)	r 19.7		
"EMPLOYEE DISHONESTY" (10)	FULL	A/L/S	\$0
"COMPUTER FRAUD" (10)	\$50,000	A/C	\$0
"DEPOSITORS FORGERY" (11)	\$50,000	A/C	\$0

PROPERTY SUPPLEMENTARY PAYMENTS DECLARATIONS

COVERAGE	LIMIT OF INSURANCE	VALUATION	DEDUCTIBLE
ARSON, VANDALISM, AND DELIBERATE AND MALICIOUS ACTS REWARD (11)	\$5,000	10% of Paid Claim	\$0
FIRE DEPARTMENT SERVICE CHARGES (11)	\$10,000	A/C	\$0
FIRE EXTINGUISHER RECHARGE (11)	\$1,000	A/C	\$0
"POLLUTANT" CLEAN UP AND REMOVAL (11)	\$25,000 Per 12 month Period	A/C	\$0

EARTHQUAKE AND "VOLCANIC ERUPTION" DECLARATIONS

(#) WHERE SHOWN ON THE DECLARATIONS REFERS TO EARTHQUAKE AND "VOLCANIC ERUPTION" COVERAGE PART PAGE NUMBERS

COVERAGE LIMIT OF INSURANCE VALUATION DEDUCTIBLE

EARTHQUAKE AND "VOLCANIC ERUPTION" (1) No Coverage

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(#) WHERE SHOWN ON THE DECLARATIONS REFERS TO POLICY PAGE NUMBERS

COVERAGE		LIMIT OF INSURANCE	TYPE OF LIMIT
"BODILY INJURY" AND "PROPERTY DAMA	AGE" (20)	\$1,000,000	"OCCURRENCE"
"PERSONAL INJURY" AND "ADVERTISING	G INJURY" (20)	\$1,000,000	"OFFENSE"
"HIRED AUTO" AND "NONOWNED AUTO"	(20)	\$1,000,000	"OCCURRENCE"
PROPERTY DAMAGE LEGAL LIABILITY - REAL PROPERTY (21)	\$1,000,000	"OCCURRENCE"
GARAGE AND PARKING AREA LEGAL LIABILITY (21)	DEDUCTIBLE		
Comprehensive Coverage (21)	\$500	\$25,000	"OCCURRENCE"
Collision Coverage (21)	\$500	\$25,000	"OCCURRENCE"
MEDICAL PAYMENTS (21)		\$5,000	"OCCURRENCE"
PRODUCTS/COMPLETED OPERATIONS	(36)	\$1,000,000	AGGREGATE
"EMPLOYERS LIABILITY" (36) Coverage is provided on excess basis only		\$1,000,000	AGGREGATE

SCHEDULE OF "UNDERLYING INSURANCE"

UNDERLYING INSURER "EMPLOYERS LIABILITY"	EFFECTIVE DATES	POLICY NUMBER	LIMITS OF INSURA Bodily Injury by Accident	NCE
				Each Accident
			Bodily Injury by Disease	
				Policy Limit
				Each Employee
"AUTO"			Bodily Injury	and the same
				Each Person
				Each Accident
"OWNED AUTO"			Property Damage	
"HIRED AUTO"				Each Accident
"NONOWNED AUTO"			Combined Single Limit	
			-0.1.	Each Accident
OTHER				
				General Aggregate

Products - Completed Operations Aggregate Personal and Advertising Injury Each Occurrence

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Directors & Officers Liability Coverage

■ Declarations

(#) WHERE SHOWN ON THE DECLARATIONS REFERS TO POLICY PAGE NUMBERS

THIS COVERAGE PART PROVIDES CLAIMS MADE COVERAGE

COVERAGE	Li Contraction de la contracti	MIT OF INSURANCE
ERRORS AND OMISSIONS INSUR	ANCE (38)	
EACH "LOSS" (38)		\$1,000,000
EACH "POLICY YEAR" (42)		\$1,000,000
RETAINED LIMIT (42)		NONE
RETROACTIVE DATE (38)	oo" from "wrongful ooto" which took place hefere the P	etropetive Date, if any shown
below:	ss" from "wrongful acts" which took place before the R	etroactive Date, if any, snown
RETROACTIVE DATE:	NONE	
	(Enter Date or "None" if no Retroactive Date applies	s)
OPTIONAL EXTENDED REPORTI	NG PERIOD (42)	aids and
The premium for the Optional Exten	ded Reporting Period is: \$765	
		100

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Environmental Impairment Liability Coverage

■ Declarations

(#) WHERE SHOWN ON THE DECLARATIONS REFERS TO ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART PAGE NUMBERS

THIS COVERAGE PART PROVIDES CLAIMS MADE COVERAGE

COVERAGE LIMIT OF INSURANCE ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE (1) EACH "LOSS" (7) \$500,000 EACH "POLICY YEAR" (6) \$500,000 RETAINED LIMIT (4) \$5,000 (Applicable to each "loss") **RETROACTIVE DATE (5)** This insurance does not apply to "loss" which takes place before the Retroactive Date, if any, shown below: **RETROACTIVE DATE: NONE** (Enter Date or "None" if no Retroactive Date applies) OPTIONAL EXTENDED REPORTING PERIOD: one year from the expiration date of the "policy period" (4) The premium for the Optional Extended Reporting Period is: \$173 OTHER SCHEDULES & ENDORSEMENTS:

NOTICE

Any emergency arising out of "pollution conditions" covered by this Coverage Part should be reported immediately to the On Call 24 hour hotline at 1-800-823-7351, administered by XL Specialty Claims, a division of the XL Insurance companies.

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(#) WHERE SHOWN ON THE DECLARATIONS REFERS TO POLICY PAGE NUMBERS

FORM NUMB	BER	FORM TITLE	EDITION DATE
CAU 1000		Condominium Policy	07/01
CAU 1101		Signature Page	12/12
CAU 1111		Lead Exclusion	07/01
CAU 1130		Employee Dishonesty - Property Manager	07/01
CAU 1140		Ice Damming Deductible (Applies on a Per Unit Basis) - \$5,000	07/01
CAU 1141		Water Damage Deductible - \$5,000	07/01
CAU 1147		Sprinkler Leakage Deductible - \$5,000	07/01
CAU 1168		Sewer Backup Deductible - \$5,000	07/01
CAU 1170		Stop Gap - Employers Liability Coverage Part	07/01
CAU 1180		Property Manager Directors and Officers	07/01
CAU 1188		Power Failure or Interruption Coverage - Sump Pump	01/11
CAU 1248		Washington Changes - Amendatory Endorsement	05/11
CAU 1700		"Fungus," Wet Rot and Dry Rot Coverage	05/02
CAU 1800	WA	"Fungi" Exclusion	05/02
CAU 1930		Cap on Losses from "Certified Acts of Terrorism"	01/15
CAU 1985		Disclosure Pursuant to Terrorism Risk Insurance Act	01/15
CAU 1990	WA	Nuclear, Biological, Chemical and Radiological Hazards Exclusion	08/15
CAU 1999		Exclusion of Certain Computer Related Losses	07/01
CAU 2200		Environmental Impairment Liability Coverage Part	07/01

CAU 1001 10/07 * 24085 * POLICY NUMBER: CAU225487-2 03/01/2016 Page 10 of 10

This signature page replaces the Signature Page which is a part of the following policies:

CAU 1000 – Condominium Association Insurance Policy

CAU 1010 - Cooperative Apartment Insurance Policy

CAU 1020 - Homeowners Association Insurance Policy

CAU 1030 - Office Condominium Association Insurance Policy

SIGNATURE PAGE

YOUR COMPLETE POLICY CONSISTS OF THE POLICY JACKET WITH THE COVERAGE FORM, DECLARATIONS AND ENDORSEMENTS, IF ANY.

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

Bob James

President

Jose Ramon Gonzalez

1~ R. 1.

Secretary

QBE INSURANCE CORPORATION
A Stock Company

Home Office c/o CT Corporation System 116 Pine Street, Suite 320 Harrisburg, Pennsylvania 17101

Administrative Office 88 Pine Street Wall Street Plaza New York, New York 10005

Lead Exclusion

This endorsement modifies insurance provided under the following:

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

The following exclusion is added and shall apply to:

- 1. III. PROPERTY CAUSE OF LOSS, EXCLUSIONS, AND LIMITATIONS SECTION, B. EXCLUSIONS;
- 2. XI. GENERAL LIABILITY EXCLUSIONS SECTION;
- 3. XVI. EXCESS LIABILITY EXCLUSIONS SECTION; and
- XXII. DIRECTORS AND OFFICERS LIABILITY EXCLUSIONS SECTION.

LEAD

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

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

■ Employee Dishonesty - Property Manager

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

Definition 15. "Covered Employee" (PROPERTY) of XXVIII. DEFINITIONS SECTION is replaced by:

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

But covered employee does not include any employee, director, officer, board member, or real estate manager immediately upon discovery by you or any of your officers and directors not in collusion with the employee, director, officer, board member, or real estate manager of any dishonest act committed by that employee, director, officer, board member, or real estate manager, whether before or after being hired or appointed by you.

■ "Per Unit" Ice Damming Deductible

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

In accordance with VI. PROPERTY CONDITIONS SECTION, K. DEDUCTIBLE, 2., the applicable deductible is amended to:

<u>\$5,000</u>, this deductible will be applied separately to each "unit" that actually sustains resulting water damage with regard to loss or damage to I.A.2. "UNITS" as provided under III.C. LIMITATIONS, 2.

Water Damage Deductible

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

VI. PROPERTY CONDITIONS SECTION, K. DEDUCTIBLE, is amended to include the following water damage deductible:

\$5,000, will be deducted from the amount of all loss or damage in any one "occurrence" caused when water is the only cause of the loss or damage, otherwise the applicable deductible shown in the "Declarations" applies.

The WATER DAMAGE DEDUCTIBLE is only applicable to:

- I.A.1. Buildings and Structures
- ☑ I.A.2. "Units"
- □ OTHER (Specify):

Sprinkler Leakage Deductible

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

VI. PROPERTY CONDITIONS SECTION, K. DEDUCTIBLE, is amended to include the following sprinkler leakage deductible:

<u>\$5,000</u> will be deducted from the amount of all loss or damage in any one "occurrence" caused when sprinkler leakage is the only cause of loss or damage, otherwise the applicable deductible shown in the "Declarations" applies. Sprinkler leakage, meaning leakage, discharge or freezing of any substance from an automatic sprinkler system or fire protective system, including the collapse of a tank that is part of the system.

Sewer Backup Deductible

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

VI. PROPERTY CONDITIONS SECTION, K. DEDUCTIBLE, is amended to include the following sewer backup deductible:

<u>\$5,000</u> will be deducted from the amount of all loss or damage in any one "occurrence" caused when water backs up from a sewer or drain and is the only cause of loss or damage, otherwise the applicable deductible shown in the "Declarations" applies.

Throughout this policy, the words "you" and "your" refer to the named insured shown in the "Declarations." "We," "us," and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings. Refer to H. EMPLOYERS LIABILITY DEFINITIONS SECTION of this Stop Gap - Employers Liability Coverage Part.

The word "insured" means any person or organization qualifying as such under E. EMPLOYERS LIABILITY WHO IS AN INSURED SECTION.

This Stop Gap - Employers Liability Coverage Part along with XXVII. COMMON POLICY CONDITIONS SECTION and XXVIII. DEFINITIONS SECTION of the policy contain all our obligations regarding this coverage. We have no other obligation unless the policy, that this Stop Gap - Employers Liability Coverage Part is part of, is amended accordingly.

The amount we will pay for damages is limited as described in F. EMPLOYERS LIABILITY LIMITS OF INSURANCE SECTION.

LIMITS OF INSURANCE

"Bodily Injury by Accident" \$1,000,000 Each Accident

"Bodily Injury by Disease" \$1,000,000 Each Employee

"Bodily Injury by Disease" \$1,000,000 Policy Limit

A. EMPLOYERS LIABILITY COVERAGE SECTION

We will pay those sums that you become legally obligated to pay as damages because of "bodily injury" to your employees to which this insurance applies provided:

- Such employee is reported and declared under the Workers Compensation State Fund in the state shown in Description of Premises "Declarations"; and
- 2. Such employment is necessary or incidental to your work in that designated state.

The damages we will pay, where recovery is permitted by law, include damages for:

- Which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
- Care and loss of services: and
- 3. Consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured employee:

We have the right and duty to defend any claim or "suit" seeking damages payable under A. EMPLOYERS LIABILITY COVERAGE SECTION.

Provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by you; and

 Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

This Employers Liability Insurance applies to "bodily injury by accident" or "bodily injury by disease." "Bodily injury" includes resulting death.

- The "bodily injury" must arise out of and in the course of the injured employee's employment by you.
- "Bodily injury by accident" must occur during the "policy period."
- 3. The "bodily injury" must take place in the "coverage territory."
- 4. "Bodily injury by disease" must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the policy period.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under B. EMPLOYERS LIABILITY DEFENSE OF CLAIM OR "SUIT" SECTION

B. EMPLOYERS LIABILITY DEFENSE OF CLAIM OR "SUIT" SECTION.

We may at our discretion, investigate any "bodily injury by accident" or "bodily injury by disease" and settle any claim or "suit" that may result. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under A. EMPLOYERS LIABILITY COVERAGE SECTION. We will pay "defense costs," with respect to any claim or "suit" we defend, in addition to the limit of insurance.

C. EMPLOYERS LIABILITY EXCLUSIONS SECTION

This insurance does not apply to:

1. FINES OR PENALTIES

Any assessment, penalty or fine levied by any regulatory or inspection agency or authority.

2. ASSUMED LIABILITY

Any assumption of liability in a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner.

3. LAW VIOLATIONS

"Bodily injury" sustained by any employee while employed in violation of any law with your actual knowledge of the insured or the actual knowledge of your directors or officers.

4. FAILURE TO COMPLY WITH WORKERS COMPENSATION LAWS

"Bodily injury" to any employee when you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium payment or any other failure to comply with the provisions of any Workers Compensation Law.

5. FEDERAL STATUTES

"Bodily injury" sustained by a master or member of a crew of any vessel or by any employee of the insured in the course of any employment to the extent it is compensable under the:

 United States Longshoremen's and Harbor Workers' Compensation Act, U.S.C.A. (1927) Title 33, Sections 901-950;

- 2. Federal Employers Liability Act, U.S.C.A. (1906) Title 45, Sections 51-60;
- Federal Mine Safety and Health Act, 30 U.S.C.A. (1977) Sub Chapter 4, Sections 931-942;

including all amendments thereto.

6. INTENTIONAL BODILY INJURY

"Bodily injury" sustained because of any act committed intentionally by you or at your direction.

But this exclusion does not apply to your legal liability other than benefits or compensation provided under any workers compensation act, resulting from the deliberate intentional act of an employee or agent, other than an executive officer or director, that produce injury or death to another employee when such act is committed within the scope of employment.

7. WORKERS COMPENSATION

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or other similar law.

8. EMPLOYMENT RELATED PRACTICES

Any damages arising out of personnel practices, policies, acts or omissions including coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or termination of, or discrimination against any employee.

E. EMPLOYERS LIABILITY WHO IS AN INSURED SECTION

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the "Declarations."

Each of the following is an insured:

- 1. You.
- 2. Your directors and executive officers, but only with respect to their duties as such.
- Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will

qualify as a Named Insured if there is no similar insurance available to that organization.

However:

- Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period," whichever is earlier;
- b. Coverage does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization.

F. EMPLOYERS LIABILITY LIMITS OF INSURANCE SECTION

- The limits of insurance shown in the "Declarations" and the provisions of this section determine the most we will pay regardless of the number of:
 - a. insureds and additional insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suit."
- "BODILY INJURY BY ACCIDENT" limit of insurance shown in this Coverage Part is the most we will pay for the sum of all damages covered by this insurance because of "bodily injury" to one or more employees in any one accident.
 - A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident."
- 3. "BODILY INJURY BY DISEASE" POLICY LIMIT limit of insurance shown in this Coverage Part is the most we will pay for the sum of all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of employees who sustain "bodily injury by disease." The "BODILY INJURY BY DISEASE" EACH EMPLOYEE limit of insurance is the most we will pay for the sum of all damages because of "bodily injury by disease" to any one employee. "Bodily injury by disease" does not include disease that results directly from a "bodily injury by accident."
- 4. The limits of liability of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the "Declarations," unless the "policy

period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

G. EMPLOYERS LIABILITY CONDITIONS SECTION

In addition to XIII. GENERAL LIABILITY CONDITIONS SECTION and XX. LIABILITY CONDITIONS SECTION, this coverage part is subject to the following conditions.

1. MAINTENANCE OF WORKERS COMPENSATION

You must maintain full workers compensation insurance coverage in the Workers Compensation State Fund in the state shown in Description of Premises "Declarations" or be a qualified self insurer approved by the State Workers Compensation Commission.

2. SIMILAR INSURANCE

This insurance supersedes and replaces any other similar insurance which may be found elsewhere in this policy.

3. PREMIUM COMPUTATION

We will compute all premiums for this Stop Gap - Employers Liability Coverage Part in accordance with our rules and rates.

H. EMPLOYERS LIABILITY DEFINITIONS SECTION

Only the following defined terms apply to this Coverage Part:

- "Bodily Injury" means bodily injury by accident or disease, including death at any time resulting therefrom.
- "Bodily Injury By Accident" means "bodily injury" by an unintended happening, and only such disease as results directly from a bodily injury by accident.
- 3. "Bodily Injury By Disease" means "bodily injury" as a result from a contraction of a disease.
- 4. "Coverage Territory" means by disease caused or aggravated by exposure of which the last day of last exposure, in the employment of the insured, to conditions causing the disease occurs during the "policy period," sustained in:

- a. The United States of America, its territories or possessions; or
- b. Canada;

by any employee of the insured arising out of and in the course of his employment by the insured either in operations in the State shown in the Description of Premises "Declarations" or in operations necessary or incidental thereto, or sustained while temporarily outside the United States of America, its territories or possessions, or Canada by any employee of the insured who is a citizen or resident of the United States or Canada arising out of and in the course of his employment by the insured in connection with operations in the State shown in the Description of Premises "Declarations." but this insurance does not apply to any "suit" brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought.

- 5. "Declarations" means any declarations comprising part of the policy.
- 6. "Defense Costs" means:
 - a. All expenses we incur;
 - The cost of bonds to appeal a judgment or award in any "suit" we defend;
 - c. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which "bodily injury" liability coverage under this insurance applies. We do not have to furnish these bonds;
 - d. The costs of bonds to release attachments, but only for bond amounts within the limit of insurance available under F. EMPLOYERS LIABILITY LIMITS OF INSURANCE SECTION. We do not have to furnish these bonds;
 - Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$200 a day because of time off from work;
 - f. Costs taxed against the insured in the "suit";

- g. Interest on the full amount of any 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; and
- h. Prejudgment interest awarded against the insured on that part of the 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.

7. "Incident" means:

- a. "Bodily injury" by accident including continuous or repeated exposure to substantially the same general harmful conditions; and
- b. The accident or disease which causes the "bodily injury."
- 8. "Policy Period" means the period from the inception to the expiration date of this policy, shown in the "Declarations" or until its termination in accordance with XXVII.A. CANCELLATION.
- 9. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Property Manager Directors and Officers

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

The following is added to A., XXIII. DIRECTORS AND OFFICERS LIABILITY WHO IS AN INSURED SECTION:

Any person or organization acting as real estate property manager for the Named Insured while performing real estate management duties for the Named Insured, but only with respect to liability for "wrongful acts" committed at the express direction of the Named Insured. However, your real estate property manager is not an insured for claims or "suits" brought against them by you.

B.2. under XXIII. DIRECTORS AND OFFICERS LIABILITY WHO IS AN INSURED SECTION is hereby deleted.

Power Failure or Interruption Coverage - Sump Pump

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

- IV. PROPERTY ADDITIONAL COVERED CAUSES OF LOSS SECTION is amended to include the following:
- **C.** Subject to the limit of insurance shown below, we will pay for direct physical loss or damage to "covered property" caused by or resulting from water which backs up through, overflows, or is otherwise discharged from a sump well, if the back up, overflow or discharge results from a power failure, or power interruption to a sump pump or related equipment.

LIMIT OF INSURANCE	VALUATION	DEDUCTIBLE
\$15,000 per occurrence	Replacement Cost	\$0

Washington Changes - Amendatory Endorsement

This endorsement modifies insurance provided under the following:

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

- A. III. PROPERTY CAUSES OF LOSS, EXCLUSIONS AND LIMITATIONS SECTION is amended as follows:
 - (i) B. EXCLUSIONS, 1. is deleted and replaced by the following:
 - We will not pay for loss or damage caused by any of the excluded events described below. Loss or damage will be considered to have been caused by an excluded event if that event:
 - (a.) Directly and solely results in loss or damage; or
 - (b.) Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.
 - (ii) B. EXCLUSIONS, 2.a.(3) and 2.b.(2) are amended by the addition of the following:

Except as provided under IV.A. "COLLAPSE" COVERAGE.

- B. The following exclusion and related provisions are added to III. PROPERTY CAUSES OF LOSS, EXCLUSIONS AND LIMITATIONS SECTION, B. EXCLUSIONS, 2.c. MORAL FACTORS (3) and VI. PROPERTY CONDITIONS SECTION, A. CONCEALMENT, MISREPRESENTATION OR FRAUD:
 - 1. We will not pay for loss or damage arising out of any act committed:
 - a. By or at the direction of any insured; and
 - b. With the intent to cause a loss.
 - 2. However, this exclusion or the Concealment, Misrepresentation Or Fraud Condition will not apply to deny an insured's claim for an otherwise

- covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
- Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
- b. Did not cooperate in or contribute to the creation of the loss.
- 3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- C. VI. PROPERTY CONDITIONS SECTION is amended as follows:
 - (i) H. MORTGAGE HOLDER RIGHTS 3.,4.,5.,6.,7. are deleted and replaced by the following:
 - 3. Loss (if any) under this policy, on buildings only, shall be payable to the mortgage holder(s), if named as payee(s) on the "Declarations", as mortgage holder(s) under any present or future mortgage upon the property described in and covered by this policy, as interest may appear, and in order of precedence of such mortgages.
 - a. The terms mortgage, mortgage holder, and mortgagor include deeds of trust and their respective parties.
 - This insurance, to the extent of the mortgage holder's interest, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, or by the use of the premises

- for purposes more hazardous than are permitted by this policy.
- c. Any mortgage holder who shall have or acquire knowledge that the premises are being used for purposes more hazardous than are permitted by this policy or that the premises have been vacant or unoccupied beyond the period permitted by this policy, shall forthwith notify this company thereof and shall cause the consent of the company thereto to be noted on this policy; and in the event of failure to do so, all rights of such mortgage holder hereunder shall fore with terminate.
- d. In case the mortgagor or owner shall fail to pay any premium due or to become due under this policy, the mortgage holder hereby covenants and agrees to pay the same on demand. The mortgage holder also covenants and agrees to pay the premium for any increased hazard for the term of this policy.
- e. This company shall not be liable to the mortgage holder for a greater proportion of any loss than the amount hereby insured shall bear to the policies issued to, held by, or payable to the mortgage holder, whether collectible or not.
- f. Any policy provisions relating to mortgage interests and obligations are to be included and made a part of this H. MORTGAGE HOLDER RIGHTS.

(ii) The following is added to G.TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:

If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".

(iii) I. INSURED'S DUTIES IN THE EVENT OF LOSS OR DAMAGE 3. is deleted.

(iv) L. VALUATION 1. REPLACEMENT COST a. and b., preceding 1.c., are deleted and replaced by the following:

- a. The amount it would cost to repair or replace the property, at the time of the loss, at the same site, regardless if repaired or repaired at the same site or another, without deduction for depreciation:
 - (1) With new material of like kind and quality;
 - (2) With property of the same height, floor area and style; and
 - (3) With property intended for the same purpose;
- The amount you actually spend in repairing the damage, or replacing the damaged property with new property of similar kind and quality; or

(v) The following is added to L. VALUATION 4. ACTUAL CASH VALUE:

Subject to a. and b. above, the term actual cash value means:

- (a.) When the damage to property is economically repairable, actual cash value means the cost of repairing the damage, less reasonable deduction for wear and tear, deterioration and obsolescence.
- (b.) When the loss or damage to property creates a total loss, actual cash value means the market value of property in a used market.
- (c.) Otherwise, actual cash value means the market value of new, identical or nearly identical property less reasonable deduction for wear and tear, deterioration and obsolescence.

(vi) N. APPRAISAL 2. Is deleted.

(vii)The following is added to O. LOSS PAYMENT 1.:

However, option c. will not apply if you are required by state law to repair or replace the property; and option d. will not apply if the property is not being repaired or replaced in accordance with state law.

Subsection (7) of Wash. Rev. Code Ann. Section 64.34.352 (1990) provides that any portion of the condominium for which insurance is required shall be repaired or replaced unless:

a. The condominium is terminated;

- Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- c. 80% of the unit-owners vote not to rebuild. This includes every owner of a unit or assigned limited common element that will not be rebuilt.

(viii)The following is added:

V. VEHICLES

The word vehicles as used in this Property Coverage Part means running on land or tracks, but not aircraft.

D. XI. GENERAL LIABILITY EXCLUSIONS SECTION is amended as follows:

(i) The first sentence of Exclusion H. ASBESTOS is deleted and replaced by:

"Bodily injury," "property damage," "personal injury" or "advertising injury" of any nature whatsoever, based on, caused by, attributable to, related to, or in any manner and at any time arising out of the exposure of:

(ii) Exclusion O. "EMPLOYERS LIABILITY" applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion O. "EMPLOYERS LIABILITY" is replaced with the following:

O. "EMPLOYERS LIABILITY"

- "Bodily injury" to an "employee" of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or
- Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

(iii) Exclusion X. INJURY RELATING TO
"NONOWNED AUTO" AND "HIRED AUTO"
applies only to "bodily injury" to any
"employee" of the insured whose employment
is not subject to the Industrial Insurance Act
of Washington (Washington Revised Code
Title 51).

With respect to "bodily injury" to employees of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion X. INJURY RELATING TO "NONOWNED AUTO" AND "HIRED AUTO" is deleted and replaced with the following:

X. INJURY RELATING TO "NONOWNED AUTO" AND "HIRED AUTO"

- "Bodily injury" to an employee of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business: or
- 2. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

E. XII. GENERAL LIABILITY - WHO IS AN INSURED SECTION is amended as follows:

Provision A.6.a. applies only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, provision A.6.a. is replaced by the following:

- a. "Bodily injury" or "personal injury" to you or to a co-"employee" while in the course of his or her employment for which there is any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury" or "personal injury"; or
- F. The first sentence of XVI. EXCESS LIABILITY EXCLUSIONS SECTION, G. ASBESTOS is deleted and replaced by the following:

"Bodily injury," "property damage," "personal injury" or "advertising injury" of any nature whatsoever, based on, caused by, attributable to, related to, or in any manner and at any time arising out of the exposure of:

G. XX. LIABILITY CONDITIONS SECTION, A. PREMIUM AUDIT is deleted and replaced by the following:

A. PREMIUM AUDIT

- We will compute all premiums for this Liability Coverage Part in accordance with our rules and rates.
- The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

H. XXVII. COMMON POLICY CONDITIONS SECTION is amended as follows:

(i) A. CANCELLATION 1, 2. and 3. are deleted and replaced by the following:

- The first Named Insured shown in the "Declarations" may cancel this policy by notifying us or the insurance producer in one of the following ways:
 - a. Written notice by mail, fax or email;
 - b. Surrender of the policy or binder, or;
 - c. Verbal notice

However if the first Named Insured provides verbal notice of cancellation to us or the insurance producer, we require the first Named Insured to provide written confirmation of cancellation. We will not impose a waiting period for cancellation by requiring written confirmation from the first Named Insured.

Upon receipt of notice of cancellation we will cancel this policy or any binder issued as evidence of coverage effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
- b. The date of cancellation requested by the first Named Insured.
- We may cancel this policy by mailing or delivering to the first Named Insured and the

first Named Insured's agent or broker, written notice of cancellation, including the actual reason for the cancellation to the last mailing address known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 45 days before the effective date of cancellation if we cancel for any other reason.

except as provided in paragraph 3. below.

- 3. We may cancel this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker, written notice of cancellation at least 5 days before the effective date of cancellation for any structure where 2 or more of the following conditions exist:
 - Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days unless the structure is maintained for seasonal occupancy or is under construction or repair;
 - Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
 - c. Because of its physical condition, the structure is in danger of collapse;
 - d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
 - e. Fixed and salvageable items have been removed from the structure, indicating intent to vacate the structure;
 - f. Without reasonable explanation, heat, water, sewer, and electricity are not furnished for the structure for 60 consecutive days; or

g. The structure is not maintained in substantial compliance with fire, safety and building codes.

(ii) The following is added to A. CANCELLATION 5.:

The cancellation will be effective even if we have not made or offered a refund.

(iii) The following is added to A. CANCELLATION:

7. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in XXVII.A.
CANCELLATION 3., this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in XXVII.A.
CANCELLATION 3., we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.

(iv) B. NONRENEWAL 2. is deleted and replaced by the following:

- 2. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing address known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
 - a. Expiration of the policy; or
 - Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

 The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal

- premium, to the first Named Insured and the first Named Insured's agent or broker at least 20 days before the expiration date; or
- (2) Other coverage acceptable to the insured has been procured prior to the expiration date of this policy.

(v) B. NONRENEWAL 3. is deleted.

(vi) E. INSPECTIONS AND SURVEYS is deleted and replaced by the following:

E. INSPECTIONS AND SURVEYS

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

- XXVIII. DEFINITIONS SECTION is amended as follows:
 - (i) 88. Volcanic action is deleted and replaced by the following:
 - 88. "Volcanic action:" (PROPERTY) means:
 - Direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - Volcanic blast or airborne shock waves; or
 - 2. Ash, dust or particulate matter.
 - b. Direct loss includes the cost to:
 - Remove the ash, dust or particulate matter from the interior and exterior surfaces of the covered building; and
 - Clean equipment and stock. If stock cannot be returned to its state before the volcanic eruption, the measure of loss will be the reduction in actual cash value.

Payment for removal applies only to the initial deposit of ash, dust or particulate matter following a volcanic eruption. Subsequent deposits arising from the movement of volcanic dust or ash by wind or other means are not covered.

- c. "Volcanic action" does not include loss caused by, resulting from, contributed to or aggravated by:
 - 1. Fire;
 - 2. Explosion;
 - Flood, surface water, waves(including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or their spray, all whether or not driven by wind(including storm surge); or
 - Earth movement, including but not limited to earthquake, volcanic eruption, landslide, mine subsidence, lava flow, mud flow, earth sinking, earth rising or shifting.
- (ii) The following is added:
 - 96. As used in this endorsement, "domestic abuse" means:

- Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members;
- 2. Sexual assault of one family or household member by another;
- stalking, as defined in RCW 9A.46.110 of one family or household member by another family or household member; or
- Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

■ "Fungus," Wet Rot and Dry Rot Coverage

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

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

g. "FUNGUS," WET ROT AND DRY ROT

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

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

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

Except as provided under IV.C. "FUNGUS," WET ROT AND DRY ROT COVERAGE.

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

- (i) Exclusion b.(5) is deleted.
- (ii) The following exclusion is added:
 - g. NEGLECT OF AN INSURED

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

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

C. "FUNGUS," WET ROT AND DRY ROT COVERAGE

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

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

- 2. The following provisions a. or b. applies only if II.A. MAINTENANCE FEES, B. COMMUNITY INCOME or C. EXTRA EXPENSE coverage applies to the "premises" and only if the suspension of operations satisfies all terms and conditions of the applicable II.A. MAINTENANCE FEES, B. COMMUNITY INCOME or C. EXTRA EXPENSE coverage.
 - a. If the loss which resulted in "fungus" or wet or dry rot does not in itself necessitate a suspension of operations, but such suspension is necessary due to loss or damage to property caused by "fungus" or wet or dry rot, then our payment under II.A. MAINTENANCE FEES, B. COMMUNITY INCOME or C. EXTRA EXPENSE is limited to the amount of loss and expense sustained in a period of not more than 30 days. The days do not need to be consecutive.
 - b. If a covered suspension of operations was caused by loss or damage other than "fungus" or wet or dry rot but remediation of "fungus" or wet or dry rot prolongs the "period of restoration," we will pay for loss and expense sustained during the delay, regardless of when such a delay occurs during the "period of restoration," but such coverage is limited to 30 days. The days do not need to be consecutive.
- 3. The coverage described in provisions 1. and 2. above only applies when the "fungus" or wet or dry rot is the result of one or more COVERED CAUSE OF LOSS other than fire or lightning that occurs during the "policy period" and only if all reasonable means were used to save and preserve the property from further reasonably foreseeable damage at the time of and after that occurrence.

We will pay only for such loss or damage which, with respect to the occurrence described in provision 1.a. above which:

- a. occurs within 48 consecutive hours of the occurrence; and
- b. is reported to us within seven consecutive days of the occurrence.
- 4. The coverage provided under this endorsement does not increase the applicable limit of insurance on any "covered property." If a particular occurrence results in loss or damage by "fungus" or wet or dry rot, and other loss or damage, we will not pay more for the total of all loss or damage, than the applicable limit of insurance on the affected "covered property."

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

D. The following definition is added to XXVIII. DEFINITIONS:

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

■ "Fungi" Exclusion

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

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

A. Exclusions XI. I. ROT, MOLD AND MILDEW OR OTHER FUNGI, XVI.I. ROT, MOLD AND MILDEW OR OTHER FUNGI and II.M. ROT, MOLD, MILDEW OR OTHER FUNGI of the Environmental Coverage Part are deleted and replaced by the following:

"FUNGI"

- A. "Bodily injury," "property damage," "personal injury" or "advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" on or within a building or structure, including its contents.
- B. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any responding to, or assessing the effects of, "fungi", by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" that are, are on, or are contained in, a good or product intended for consumption.

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

"Fungi" (LIABILITY) means any type or form of fungus or bacteria, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi or bacteria.

■ Cap on Losses from "Certified Acts of Terrorism"

This endorsement modifies insurance provided by the following policies:

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

A. The following is applicable to the PROPERTY COVERAGE PART:

1. CAP ON CERTIFIED TERRORISM LOSSES

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

2. APPLICATION OF OTHER EXCLUSIONS

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Property Coverage Part, such as losses excluded by the III.B.1.d. NUCLEAR HAZARD exclusion, III.B.1.e. "WAR" AND MILITARY ACTION exclusion or III.B.2.e. POLLUTION exclusion.

B. The following is applicable to the LIABILITY COVERAGE PART, DIRECTORS AND OFFICERS LIABILITY COVERAGE PART, EMPLOYEE BENEFITS LIABILITY COVERAGE PART and ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART:

1. CAP ON CERTIFIED TERRORISM LOSSES

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

2. APPLICATION OF OTHER EXCLUSIONS

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under these Coverage Parts, such as losses excluded by the "WAR" exclusion, HOSTILE ACTS exclusion, NUCLEAR ENERGY exclusion, NUCLEAR HAZARD exclusion or the POLLUTION exclusion.

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

"Certified act of terrorism" (PROPERTY, LIABILITY, DIRECTORS AND OFFICERS LIABILITY, EMPLOYEE BENEFITS LIABILITY, and ENVIRONMENTAL IMPAIRMENT LIABILITY) means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

D.	aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed 00 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, e shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, ad in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures tablished by the Secretary of the Treasury.			
	Includes conviginted material of Insurance Services Office. Inc. with its permission			

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

■ Disclosure Pursuant to Terrorism Risk Insurance Act

This endorsement modifies insurance provided by the following policies:

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

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

SCHEDULE

Terrorism (Certified Acts)		<u>PREMIUM</u> \$226
Federal share of terrorism losses	84% Year 2016	
Federal share of terrorism losses	83% Year 2017	

A. DISCLOSURE OF PREMIUM

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

B. DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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

C. CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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

D. ADDITIONAL OR RETURN PREMIUM

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

If this policy contains a Conditional Exclusion, continuation of coverage for "certified acts of terrorism", or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for "certified acts of terrorism" will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in the Schedule and will charge additional premium or refund excess premium, if indicated.

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

NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION

This endorsement modifies insurance provided under the following:

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

- We will not pay for any loss, damage, cost or expense, whether real or alleged, that is caused, results from, is exacerbated by or otherwise impacted by, either directly or indirectly, any of the following:
 - Nuclear Hazard including, but not limited to, nuclear reaction, nuclear detonation, nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby;
 - 2) Biological Hazard including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease;
 - Chemical Hazard including, but not limited to, any chemical agent, material, product or substance;
 - 4) Radioactive Hazard including, but not limited to, any electromagnetic, optical, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring.
- II. The provisions of subparagraphs I. 2) and I. 3) will not apply where the agent, material, product or substance at issue is utilized in the course of business by an insured.
- **III.** The following exception to the exclusion in paragraph **I.** applies:

If a hazard excluded under paragraph I. results in fire, we will pay for the loss, damage, cost or expense caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. This coverage does not apply to insurance provided

under Business Income, Rental Value or Extra Expense coverage forms or endorsements that apply to those coverage forms.

All other terms and conditions of this policy remain unchanged.

■ Exclusion of Certain Computer Related Losses

This endorsement modifies insurance provided by the following policies:

CONDOMINIUM POLICY
COOPERATIVE APARTMENT POLICY
HOMEOWNERS ASSOCIATION POLICY
OFFICE CONDOMINIUM POLICY

(i) The following is added to III. PROPERTY CAUSES OF LOSS, EXCLUSIONS AND LIMITATIONS SECTION, B. EXCLUSIONS:

- A. We will not pay for loss or damage caused directly or indirectly by the following:
 - 1. The failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to any insured or to others:
 - Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. above.

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

- B. If an excluded Cause of Loss as described in Paragraph A. above results in a "Specified Cause of Loss" we will pay only for the loss or damage caused by such "Specified Cause of Loss".
- C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. above to correct any deficiencies or change any features.

(ii) The following is added to XI. GENERAL LIABILITY EXCLUSIONS SECTION and XVI. EXCESS LIABILITY EXCLUSIONS SECTION:

This insurance does not apply to "bodily injury", "property damage" or "personal injury" and "advertising injury" arising directly or indirectly out of:

- 1. Any actual or alleged failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.a. above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 1. above.

(iii) The following is added to XXII. DIRECTORS AND OFFICERS LIABILITY EXCLUSIONS SECTION:

This insurance does not apply to any claim or "suit" arising directly or indirectly out of:

- 1. Any actual or alleged failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks:
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.a. above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 1. above.

Claims Made

Throughout this policy, the words, "you" and "your" refer to the named insured shown in the "Declarations". "we", "us" and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings. Refer to XXVIII. DEFINITIONS SECTION of the policy.

The word "insured" means any person or organization qualifying as such under III. ENVIRONMENTAL IMPAIRMENT LIABILITY WHO IS AN INSURED SECTION.

This Environmental Impairment Liability Coverage Part along with XXVII. COMMON POLICY CONDITIONS SECTION and XXVIII. DEFINITIONS SECTION of the policy contain all our obligations regarding this coverage. We have no other obligation unless the policy, that this Environmental Impairment Liability Coverage Part is part of, is amended accordingly.

I. ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE SECTION

A. ENVIRONMENTAL IMPAIRMENT LIABILITY

We shall pay on behalf of the insured for "loss" such insured becomes legally obligated to pay as the result of "claims" first made against the insured during the "policy period". Insurance is provided by this Environmental Impairment Liability Coverage Part for any "claim" made or brought in the "coverage territory" and:

- Arising out of "pollution conditions" on, at, under or emanating from the locations(s) stated in the "Declarations"; and,
- Reported to us in accordance with VI.C. ENVIRONMENTAL IMPAIRMENT LIABILITY CONDITIONS SECTION; and.
- Reported to us during the "policy period" or extended reporting period, if exercised, in accordance with V. ENVIRONMENTAL LIABILITY EXTENDED REPORTING PERIOD SECTION.

B. DEFENSE AND PAYMENT

- Even if the allegations are groundless, false or fraudulent, we will have the right and duty to defend against any "claim" or "suit".
- 2. "Defense costs" are subject to the following:
 - a. We may investigate any "claim" or "suit" at our discretion.
 - b. Our right and duty to defend ends when we have used up the limit of insurance in the payment of "loss".
 - c. Subject to I.B.3., we may, at our option, give you our consent to defend any "claim" or "suit".

- d. Subject to I.B.3., no "defense costs" will be incurred or settlements made without our consent, which will not be unreasonably withheld. We will not be liable for any settlements or "defense costs" to which we have not consented in writing.
- 3. Subject to the following, if the limits of insurance stated in the "Declarations" has been or soon will be exhausted, we will transfer to you control of any existing defense:
 - a. We will notify you in writing as soon as reasonably possible. We will advise you that our duty to defend either has terminated or is about to terminate subject to the payment of the limit of insurance. We will advise you that we will no longer handle the defense of any "claim" reported to us after the date we provide this notice.
 - b. We will take immediate and appropriate steps to transfer control to you of any existing defense at the time of or prior to exhaustion of the limit of insurance. You will agree to reimburse us for any reasonable costs we incur in connection with the transfer of the defense.
 - c. We will take appropriate steps necessary to defend the "claim" during the transfer of the defense and to attempt to avoid any unfavorable legal action provided that the insured cooperates with the transfer.
 - d. The exhaustion of the limit of insurance by the payment of "loss" will not be

Claims Made

affected by our failure to comply with any of the provisions of this section.

II. ENVIRONMENTAL IMPAIRMENT LIABILITY EXCLUSIONS SECTION

This insurance does not apply to "loss" arising out of any of the following:

A. KNOWN CONDITIONS

"Pollution conditions" existing prior to the inception of this policy that are known to any insured and that were not disclosed to us in writing in the application or related materials prior to the inception of this policy.

B. MULTIPLE DAMAGES/FINES/PENALTIES

Civil, administrative or criminal fines or penalties, assessments, punitive, exemplary or multiplied damages. However, this exclusion does not apply to punitive, exemplary or multiplied damages where insurance coverage is allowable by law.

C. "EMPLOYERS LIABILITY" "Bodily injury" to:

- 1. An "employee" of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or
- 2. The spouse, child, parent, brother or sister of that "employee" as a consequence of subparagraph 1. above.

This exclusion applies:

- 1. Whether the insured may be liable as an employer or in any other capacity; and,
- 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

D. WORKERS' COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

E. CONTRACTUAL LIABILITY

Liability of others assumed by any insured under any contract or agreement unless the liability would exist in the absence of a contract or agreement. This exclusion does not apply to "insured contract(s)", if any, stated in the "Insured Contracts" Schedule.

F. INSURED'S PROPERTY/BAILEE LIABILITY

"Property damage" to property owned, leased or operated by or in the care, custody or control of any insured, even if such "property damage" is incurred to avoid or mitigate "loss" which may be covered under this policy.

G. VEHICLES

The ownership, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft, rolling stock or all transportation, including any cargo carried thereby, beyond the legal boundaries of locations shown in the "Declarations".

H. DIVESTED PROPERTY

"Pollution conditions" on, at, under or emanating from the locations shown in the "Declarations" where the actual discharge, dispersal, release, seepage, migration or escape of "pollution conditions" begins subsequent to the time such locations are sold, given away or abandoned by the first named insured or condemned.

I. NUCLEAR HAZARD

- Under any liability coverage, to "bodily injury", "property damage" or "remediation expense":
 - a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of limits of liability; or,
 - Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment to that Act; or,
 - (2) The insured is or, had this policy not been issued, would be entitled to

Claims Made

indemnity from the United States of America or any of its agencies under any agreement entered into by the Unites States of America or any of its agencies with any person or organization.

 Under any liability coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

a. The "nuclear material":

- Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or,
- (2) Has been discharged or dispersed from such facility; or,
- The "nuclear material" is contained in the "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or,
- c. The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility". However, if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion, II. H.2.C. applies only to "property damage" to such "nuclear facility" and any property on its premises.

J. PRODUCTS LIABILITY

Goods or products manufactured, sold, handled, distributed, altered or repaired by the insured or by others trading under the insured's name including, with regard to such goods or products, any container, any failure to warn and any reliance on a representation or warranty made at any time. However, this exclusion applies only if the "pollution conditions" occur away from the locations owned, operated or leased by the insured and after physical possession of such has been relinquished to others.

K. INTENTIONAL ACTS

"Pollution conditions" that result from intentional noncompliance by any insured with any statute, regulation, ordinance, administrative complaint, notice, letter or instruction by any governmental agency or representative.

L. HOSTILE ACTS

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether or not war be declared), civil war, rebellion, revolution or insurrection.

M. ROT, MOLD, MILDEW OR OTHER FUNGI

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

N. UNDERGROUND STORAGE TANKS

The past or current existence of any underground storage tank (USTs) and associated piping on, at or under any location listed in the Location Schedule, but only if the existence of the UST is known to any insured. This exclusion does not apply to any UST described in the Underground Storage Tanks and Associated Piping Schedule.

O. "UNITS" AND PRIVATE STORAGE AREAS "Pollution conditions" in, at or emanating from "units" or private storage areas regardless of where the "bodily injury" or "property damage"

However, this exclusion does not apply to the "defense costs" provided under I.B.2. DEFENSE AND PAYMENT.

III. ENVIRONMENTAL IMPAIRMENT LIABILITY WHO IS AN INSURED SECTION

A. Each of the following is an insured:

occurs.

- 1. You and any "subsidiary" named in the "Declarations";
- 2. Any person who has been, now is or shall become a duly elected or appointed director or trustee, a duly elected or appointed officer, an "employee", or committee member,

Claims Made

whether or not salaried, and any of your members acting at the direction of your board of directors on your behalf in a voluntary capacity;

- 3. The estate of any insured in 2. above who is deceased; and
- 4. Legal representatives or assigns of any insured in 1. or 2. above who is insolvent, incompetent or bankrupt.
- 5. Any person, other than your "employee", or any organization while acting as your real estate manager.

B. None of the following is an insured:

Your builder, developer or sponsor or any person or organization affiliated with your builder, developer or sponsor in any capacity.

IV. ENVIRONMENTAL IMPAIRMENT LIABILITY LIMITS OF INSURANCE SECTION

- A. The limits of insurance shown in the "Declarations" and the provisions of this section determine the most we will pay for damages regardless of the number of:
 - 1. insureds and additional insureds;
 - 2. "claims" made or "suits" brought; or
 - 3. persons or organizations making "claims" or bringing "suits".

B. LIMITS OF INSURANCE ARE SUBJECT TO THE FOLLOWING:

- The each "policy year" limit is the most we will pay for all damages because of "loss" covered by this Environmental Impairment Liability Coverage Part.
- 2. Subject to 1. above:
 - a. the each "loss" limit is the most we will pay for damages because of all "loss" arising out of the same or related "pollution conditions" at any one location; and,
 - all "loss" from one or more "claims" arising out of the same or related "pollution conditions" and reported to us, in writing, over more than one "policy period" shall be considered a single "loss". Such "loss"

will be subject to the limits of insurance in effect at the time of the first reported "pollution conditions" will apply.

- The insured's retained limit in effect at the time the "claim" is first reported shall be deducted from the amount of each "loss". You must bear the retained limit and you are not permitted to insure it without our written consent.
- 4. We shall pay for "loss" only in excess of such retained limit up to the applicable limits of insurance. We may pay any part or all of the insured's retained limit to settle a "claim" or "suit" and you agree to promptly reimburse us for the part of the retained limit paid by us.

V. ENVIRONMENTAL IMPAIRMENT LIABILITY EXTENDED REPORTING PERIOD SECTION

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

A. AUTOMATIC EXTENDED REPORTING PERIOD

- 1. The Automatic Extended Reporting Period starts at the end of the "policy period" and lasts for 60 days. This extension is subject to the other provisions of this policy and applies to "claims" first made against the insured during the 60 days immediately following the end of the "policy period".
- 2. The Automatic Extended Reporting Period is provided without additional charge.
- The Automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its limit of insurance.
- 4. The Automatic Extended Reporting Period may not be canceled.

B. OPTIONAL EXTENDED REPORTING PERIOD

 If you purchase the Optional Extended Reporting Period, it will start immediately at the end of the "policy period", whether the policy is cancelled or nonrenewed by either you or us. The Automatic Extended Reporting Period is merged into the Optional Extended

Claims Made

Reporting Period and is not in addition to this period.

- 2. The cost for the Optional Extended Reporting Period is shown in the "Declarations." We will notify you in writing, within 30 days of the end of the "policy period", of any provisions of the Optional Extended Reporting Period unless we cancel for nonpayment of premium or fraudulent activities of an insured. You may not construe our quotation of different terms and conditions as a nonrenewal.
- 3. We will only provide the Optional Extended Reporting Period upon your request, unless the policy is canceled for nonpayment of premium or fraudulent activities of an insured.
- We will provide the Optional Extended Reporting Period if the first Named Insured makes a written request to us for it which we receive within 30 days after the end of the "policy period".
- The Optional Extended Reporting Period will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Optional Extended Reporting Period may not be canceled.

C. Extended Reporting Periods are subject to the following conditions:

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

Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided.

- 2. Extended Reporting Periods do not reinstate or increase the limits of liability applicable to any "claim" to which this Environmental Impairment Liability Coverage Part applies.
- If this Environmental Impairment Liability
 Coverage Part is canceled and you elect to
 purchase the Optional Extended Reporting
 Period Endorsement:

- Any return premium due you for the cancellation will be credited to the premium due for the Optional Extended Reporting Period Endorsement; and
- Any additional premium due us for the period the policy was in force must be fully paid before any payments can be applied to the premium due for the Optional Extended Reporting Period Endorsement.

VI. ENVIRONMENTAL IMPAIRMENT LIABILITY CONDITIONS SECTION

The Environmental Impairment Liability Coverage Part is subject to the following conditions.

A. LEGAL ACTION AGAINST US

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

B. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligation under this Environmental Impairment Liability Coverage Part.

- C. DUTIES INTHE EVENT OF "CLAIM" OR "SUIT" Failure to perform these duties will impair your rights under this Environmental Impairment Liability Coverage Part.
 - You must see to it that we are notified as soon as practicable of any "loss", "claim" or "suit". To the extent possible, notice should include:

Claims Made

- a. How, when and where the "loss", "claim" or "suit" came about;
- b. The names and addresses of any persons involved; and
- c. The nature of any resulting harm or damages.
- 2. In the event of oral notification, you agree to furnish a written report as soon as practicable.
- 3. If a "claim" is made against or received by an insured, you must:
 - a. Immediately record the specifics of the "claim" and the date received;
 - b. Notify us as soon as practicable; and
 - c. Provide written notice of the "claim".
- 4. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit":
 - b. Authorize us to obtain records and other information:
 - Cooperate with us in the investigation, settlement, or defense of the "claim" or "suit": and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "loss" to which this insurance may apply.
- 5. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, admit liability, or incur any expense without our consent. This provision does not apply to emergency response costs. Emergency response costs are any reasonable costs that need to be incurred immediately where any delay in response would cause significant harm to human health or the environment.

D. REPRESENTATIONS AND SEVERABILITY

 In granting coverage under this Environmental Impairment Liability Coverage Part to any one of the insureds, we have relied upon the declarations and statements in the written application for coverage. Declarations and statements are the basis of coverage and will be considered as incorporated in and

- constituting part of the Environmental Impairment Liability Coverage Part.
- 2. The written application for coverage will be construed as a separate application for coverage by each of the insureds.
- Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:
 - As if each Named Insured were the only Named Insured; and
 - b. Separately to each insured against whom "claim" is made or "suit" is brought.

E. NEWLY CREATED OR ACQUIRED "SUBSIDIARIES"

- If any "subsidiary", created or acquired by the Named Insured after the inception of this Environmental Impairment Liability Coverage Part, qualifies as a not-for-profit organization under the provision of the Internal Revenue Code and would have been included as an insured under ENVIRONMENTAL IMPAIRMENT LIABILITY WHO IS AN INSURED SECTION, such "subsidiary" will be included subject to:
 - The giving of written notice of such creation or acquisition to us as soon as practical, but in no event more than 120 days following such creation or acquisition; and
 - b. The giving of any underwriting information and the payment of any additional premium required by us.
- 2. If any "subsidiary", created or acquired by the Named Insured after the inception of this policy, does not qualify as a not-for-profit organization under the provisions of the Internal Revenue Code, such "subsidiary" will not be included until the insured has:
 - Given written notice of such creation or acquisition together with any underwriting information which may be required; and
 - b. Received written approval from us and paid any additional premium required.

F. CONSOLIDATION OR MERGER

In the event that the Named Insured acquires by merger, or consolidates with, or is merged into or

Claims Made

acquired by any other organization after the inception of this policy, immediate written notice thereof will be given to us together with such information as we may require. You will pay any additional premium required by us.

G. OTHER INSURANCE

Subject to IV. ENVIRONMENTAL IMPAIRMENT LIABILITY LIMITS OF INSURANCE SECTION, this insurance will be in excess of the retained limit stated in the "Declarations" and any other valid and collectible insurance available to the insured whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limits of insurance.

VII. ENVIRONMENTAL IMPAIRMENT LIABILITY ADDITIONAL CHANGES

The policy this Environmental Impairment Liability Coverage Part is attached to is changed as follows:

- A. The following defined terms of XXVIII.

 DEFINITIONS SECTION of the policy are
 amended to also apply to the Environmental
 Impairment Liability Coverage Part:
 - 3. "Agreed settlement";
 - 10. "By-product material";
 - 19. "Declarations";
 - 23. "Employee";
 - 25. "Employers Liability";
 - 30. "Hazardous properties";
 - 37. "Leased worker";
 - 48. "Nuclear facility";
 - 49. "Nuclear material";
 - 50. "Nuclear reactor":
 - 58. "Policy period";
 - 59. "Policy year";
 - 60. "Pollutants":
 - 71. "Source material";
 - 72. "Special nuclear material";
 - 74. "Spent fuel";
 - 75. "Subsidiary(ies)";
 - 77. "Suit(s)";
 - 79. "Temporary worker";
 - 86. "Unit"; and
 - 91. "Waste".
- B. The following defined terms are added to XXVIII. DEFINITIONS SECTION of the policy:

- "Bodily Injury" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom, caused by "pollution conditions".
- 2. "Claims" (ENVIRONMENTAL IMPAIRMENT LIABILITY):
 - means the assertion of a legal right alleging liability or responsibility on the part of the insured, arising out of "pollution conditions", and shall include but not be limited to lawsuits or petitions filed against the insured; and,
 - b. includes "remediation expense" resulting from "pollution conditions" which are:
 - 1. first discovered by any "insured"; and,
 - 2. reported to us,

during the "policy period" or applicable extended reporting period.

- 3. "Coverage territory" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means the United States and its territories and possessions.
- "Defense Costs" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means legal costs, charges and expenses, including expert fees, incurred in the investigation, adjustment, settlement and defense of "claims".
- "Insured Contract(s)" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means any contract designated in the Schedule of "Insured Contracts".
- "Loss" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means monetary judgment, award or settlement of compensatory damages arising from:
 - a. "bodily injury";
 - b. "property damage";
 - c. "remediation expense"; and,
 - d. "defense costs".
- 7. "Pollution Conditions" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means the discharge, dispersal, release, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, electromagnetic fields, toxic chemicals,

Claims Made

liquids or gases, waste materials, including medical, infectious and pathological wastes, or other irritants, contaminants or "pollutants" into or upon land or structures, the atmosphere or any watercourse or body of water including groundwater.

- "Property Damage" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means:
 - a. Physical injury to or destruction of tangible property, including the personal property of third parties, including the loss of use thereof; or,
 - b. Loss of use of such property that has not been physically injured or destroyed; or,
 - c. Diminished third party property value.
- "Remediation Expense" (ENVIRONMENTAL IMPAIRMENT LIABILITY) means expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment or neutralization of "pollution conditions" to the extent required by any Federal, State or Local Laws, Regulations or Statutes enacted to address "pollution conditions".

However, "remediation expense" does not include any expense incurred for or in connection with the investigation, monitoring, removal, disposal, treatment or neutralization of either lead paint, asbestos or both at any premises you own, operate or occupy.

"Termination of coverage"
 (ENVIRONMENTAL IMPAIRMENT LIABILITY)
 means cancellation or nonrenewal of the
 Environmental Impairment Liability Coverage
 Part by either party.

COMMUNITY ASSOCIATION UNDERWRITERS RENEWAL INVOICE

INSURED NAME AND MAILING ADDRESS

Hidden Wood West Association C/O Diamond Community Management 7512 Stanich Lane, Suite 6 Gig Harbor, WA 98335

PRODUCER NAME & ADDRESS

Community Association Underwriters Of America 40 Lake Bellevue, Suite 100 Bellevue, WA 98005

C14

ACCOUNT #	POLICY #	INSURANCE COMPANY	LINE OF BUSINESS	INVOICE DATE
24085	CAU225487-2	QBE	CPKGE	03/02/2016

THE INSURED HAS THE OPTION OF PAYING THE POLICY PREMIUM OF \$11,507.00 IN FULL BY 03/17/2016 OR CHOOSING OUR INSTALLMENT PAYMENT PLAN. IF THE INSURED CHOOSES TO BE BILLED IN INSTALLMENTS, A FIRST PAYMENT OF \$3,835.00 IS DUE BY 03/17/2016. THERE WILL BE AN INSTALLMENT CHARGE OF \$7.00 PER INSTALLMENT.

INSTALLMENT SCHEDULE

INSTALLMENT	DUE DATE	INSTALLMENT AMOUNT	INSTALLMENT CHARGE	TOTAL INSTALLMENT
DOWN PAYMENT	03/17/2016	\$3,835.00	\$0.00	\$3,835.00
1.	04/27/2016	\$959.00	\$7.00	\$966.00
2.	05/27/2016	\$959.00	\$7.00	\$966.00
3.	06/27/2016	\$959.00	\$7.00	\$966.00
4.	07/27/2016	\$959.00	\$7.00	\$966.00
5.	08/27/2016	\$959.00	\$7.00	\$966.00
6.	09/27/2016	\$959.00	\$7.00	\$966.00
7.	10/27/2016	\$959.00	\$7.00	\$966.00
8.	11/27/2016	\$959.00	\$7.00	\$966.00
		\$11,507.00	\$56.00	\$11,563.00

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

PLEASE MAKE CHECKS PAYABLE TO: Community Association Underwriters

MAIL TO: P.O. Box 1100

Newtown, PA 18940

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

ACCOUNT #	QBE POLICY #	EFFECTIVE DATE	EXPIRATION DATE	PREMIUM	STATE FEE	TOTAL PREMIUM
24085	CAU225487-2	02/27/2016	02/27/2017	\$11,507.00	\$0.00	\$11,507.00

INSURED NAME AND MAILING ADDRESS

Hidden Wood West Association C/O Diamond Community Management 7512 Stanich Lane, Suite 6 Gig Harbor, WA 98335 PLEASE MAKE CHECK PAYABLE TO: Community Association Underwriters

PLEASE MAIL CHECK TO:

Community Association Underwriters P.O. Box 1100 Newtown, PA 18940

Ed. 04/13