

TEXAS PERIOD TO FILE A CLAIM OR BRING LEGAL ACTION AGAINST US NOTICE – WINDSTORM OR HAIL – CATASTROPHE AREA

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

In accordance with Texas Insurance Code Section 2301.010(f), we are notifying you that:

1. With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss or damage that is the subject of the claim, except that a claim may be filed after the first anniversary of the date of the loss or damage for good cause shown by the person filing the claim; and
2. Any legal action brought against us under the policy for loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, must be brought within the earlier of the following:
 - a. Two years and one day from the date we accept or reject the claim; or
 - b. Three years and one day from the date of the loss or damage that is the subject of the claim.

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TEXAS POLICY CHANGES

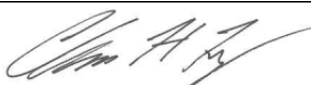
Effective Date of Change: 6/25/2024
 Change Endorsement No.: 2
 Named Insured: The Hollow Community Foundation

The following item(s):

Insured's Name	Insured's Mailing Address
Policy Number	Company
Effective/Expiration Date	Insured's Legal Status/Business of Insured
Additional Interested Parties	Premium Determination
Limits/Exposures	Coverage Forms and Endorsements
Covered Property/Located Description	Deductibles
Rates	Classification/Class Codes

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM \$ 496.00	RETURN PREMIUM \$
Countersigned By: 			

(Authorized Agent)

POLICY CHANGES ENDORSEMENT DESCRIPTION

CP990091, Homeowners Association Schedule is amended per the attached.
Condominium Association Directors and Officers coverage is added.

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, or the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, the following applies with respect to that Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.



Wesco Insurance Company
 800 Superior Avenue East, 21st Floor
 Cleveland, OH 44114

COMMERCIAL COMMON POLICY DECLARATIONS SUMMARY PAGE

Policy Number WPP2046079 00

Policy Period

From: 6/25/2024 **To:** 6/25/2025
12:01 A.M. Standard Time at the Name Insured's Address

Transaction
 Endorsement

Named Insured and Address
 The Hollow Community Foundation
 3363 University Dr E Suite 125
 Bryan TX 77802

Producer: 167461
 Higginbotham Insurance Agency, Inc
 500 W 13th Street
 Fort Worth TX 76102
Telephone: (800) 728-2374

Business Description
 HOA - SFD

Type of Business
 Other - Non-Profit

Auditable

Non-Auditable

Audit Period

Non-Auditable

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 as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION

Commercial Fire
 General Liability

PREMIUM

\$1,501.00
 \$1,146.00

Policy Premium \$2,647.00
Deposit Premium (if applicable) \$2,647.00
Taxes and Surcharges \$0.00
Total Deposit Premium \$2,647.00
(Includes Taxes, Surcharges, and applicable Terrorism Premium)

FORMS AND ENDORSEMENTS*

See Forms and Endorsements Schedule

*Entry optional if above in common policy declarations schedule

THESE DECLARATIONS TOGETHER WITH THE COVERAGE DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

7/16/2024
 Date

Signature of Authorized Representative

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Wesco Insurance Company
 800 Superior Avenue East, 21st Floor
 Cleveland, OH 44114

COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS

Policy Number WPP2046079 00

Policy Period

From: 6/25/2024 **To:** 6/25/2025
12:01 A.M. Standard Time at the Name Insured's Address

Transaction
 Endorsement

Named Insured and Address
 The Hollow Community Foundation
 3363 University Dr E Suite 125
 Bryan TX 77802

Producer: 167461
 Higginbotham Insurance Agency, Inc
 500 W 13th Street
 Fort Worth TX 76102
Telephone: (800) 728-2374

Business Description
 HOA - SFD

Type of Business
 Other - Non-Profit

Audit Period
 Non-Auditable

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 AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical Expense Limit, any one person	\$5,000
Damage to Premises Rented to You Limit, any one premises	\$100,000

AMENDED LIMITS OF LIABILITY

Refer to attached schedule, if any.

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Refer to attached schedule.

CLASSIFICATIONS

Refer to attached schedule, if any.

TOTAL PREMIUM FOR THIS COVERAGE PART \$1,146.00

FORMS AND ENDORSEMENTS*

See Forms and Endorsements Schedule

*Entry optional if shown in common policy declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

7/16/2024
 Date

Signature of Authorized Representative

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Wesco Insurance Company
 800 Superior Avenue East, 21st Floor
 Cleveland, OH 44114

Policy Number:
 WPP2046079 00
Named Insured:
 The Hollow Community Foundation

**COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS
 EXTENSION OF DECLARATIONS**

LOCATION OF PREMISES								
Location of All Premises You Own, Rent or Occupy:								
1 19339 Moonlit Hollow Loop College Station TX 77845								
PREMIUM								
Location	Classification	Code No.	Exposure	Basis	Rate		Advanced Premium	
					Premises Ops	Prod/Comp Ops.	Premises Ops.	Prod/Comp Ops.
1		68500	22	u	5.087	0.000	\$112.00	\$0.00
Townhouse Associations (association risk only) - including Products and/or Completed Operations; Products/Completed Operations are subject to the General Aggregate Limit								
1		48727	1	t	65.834	0.000	\$66.00	\$0.00
Streets, Roads, Highways or Bridges - existence and maintenance hazard only								
		49950		T			\$25.00	
Additional Interest All States								
			1 Employees				\$197.00	
Hired Auto and Non-Owned Auto Liability								
								\$250.00
Expansion Endorsement								
Extension of Declarations – Total Advance Annual Premium \$1,146.00								

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Wesco Insurance Company
 800 Superior Avenue East, 21st Floor
 Cleveland, OH 44114

COMMERCIAL PROPERTY COVERAGE DECLARATIONS

Policy Number WPP2046079 00 **Policy Period** **From:** 6/25/2024 **To:** 6/25/2025
12:01 A.M. Standard Time at the Name Insured's Address

Transaction
 Endorsement

Named Insured and Address
 The Hollow Community Foundation
 3363 University Dr E Suite 125
 Bryan TX 77802

Producer: 167461
 Higginbotham Insurance Agency, Inc
 500 W 13th Street
 Fort Worth TX 76102
Telephone: (800) 728-2374

Business Description
 HOA - SFD

Type of Business
 Other - Non-Profit

Audit Period
 Non-Auditable

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 AS STATED IN THIS POLICY.

DESCRIPTION OF PREMISES

Refer to attached schedule.

COVERAGES PROVIDED

Refer to attached schedule, if any.

OPTIONAL COVERAGES

Refer to attached schedule, if any.

MORTGAGEES AND ADDITIONAL INTERESTS

Refer to attached schedule, if any.

TOTAL PREMIUM FOR THIS COVERAGE PART \$1,501.00

FORMS AND ENDORSEMENTS*

See forms and Endorsements Schedule

*Entry optional if shown in common policy declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

7/16/2024
 Date

Signature of Authorized Representative

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Wesco Insurance Company
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Policy Number:
WPP2046079 00
Named Insured:
The Hollow Community Foundation

COMMERCIAL PROPERTY DESCRIPTION OF PREMISES

Loc. No.	Bldg. No.	Occupancy	Construction	Class	Prot.	Terr.	EQ Class.	EQ Terr.
1	1	Clubs – Sports clubs, without cooking; country clubs without cooking	Frame (Code 1)	0756	5	041		

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Wesco Insurance Company
 800 Superior Avenue East, 21st Floor
 Cleveland, OH 44114

Policy Number:
 WPP2046079 00
Named Insured:
 The Hollow Community Foundation

**COMMERCIAL PROPERTY
 DESCRIPTION OF COVERAGES PROVIDED**

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Blanket Coverage	Covered Causes of Loss	Coinsurance*	Deductible
1	1	Building	\$150,000		Special	100%	\$1,000
1	1	Homeowners Association Schedule	See HOA Schedule				\$1,000

*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

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Wesco Insurance Company
 800 Superior Avenue East, 21st Floor
 Cleveland, OH 44114

Policy Number:
 WPP2046079 00
Named Insured:
 The Hollow Community Foundation

**COMMERCIAL PROPERTY
 DESCRIPTION OF OPTIONAL COVERAGES PROVIDED**

Loc. No.	Bldg. No.	Coverage	Effective Date	Expiration Date	Agreed Value	Valuation*		Inflation Guard		Indemnity	
						Bldg.	Pers. Prop.	Incl "Stock"	Pers. Prop.	Monthly Limit	Extended Period
1	1	Building	6/25/2024	6/25/2025	X	RC					

* RC - Replacement Cost
 FRC - Functional Replacement Cost
 ACV - Actual Cash Value

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Wesco Insurance Company
 800 Superior Avenue East, 21st Floor
 Cleveland, OH 44114

Policy Number:
 WPP2046079 00
Named Insured:
 The Hollow Community Foundation

COMMERCIAL PROPERTY SUPPLEMENTAL DECLARATIONS

LOCATION SCHEDULE PREMIUM CHARGES:

Loc No.	Bldg No.	Coverage	Covered Causes of Loss	Premium
1	1	Building	Special Including Theft	\$1,189.00
1		Equipment Breakdown		\$43.00
Location 1 Total				\$1,232.00

Total for All Locations: \$1,232.00

OTHER PROPERTY COVERAGE PREMIUM CHARGES:

Coverage	Premium
Property Expanded Coverage Endorsement Silver	\$250.00
Identity Recovery	\$10.00
Equipment Breakdown Policy Charge	\$9.00
Terrorism	Excluded

Total Other Property: \$269.00

Total Property Premium Charges: \$1,501.00
 (Excludes Taxes and Surcharges)

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Wesco Insurance Company
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Policy Number:
WPP2046079 00
Named Insured:
The Hollow Community Foundation

COMMERCIAL COMMON POLICY DECLARATIONS FORMS AND ENDORSEMENTS SCHEDULE

Coverage	Form Number	Edition Date	Title
CF	CP990091	04/17	HOMEOWNERS ASSOCIATION SCHEDULE
GL	GL990261	06/17	CONDOMINIUMS, CO-OPS, ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT
IL	IL1206	04/03	TEXAS POLICY CHANGES

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HOMEOWNERS ASSOCIATION SCHEDULE

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
STANDARD PROPERTY POLICY**

	Schedule		
Prem No.	Bldg No.	Additional Building Property	Limit
1	1	Fences, Entries & Monuments: iron, brick, stone or wood fences, monuments, entry ways, entry signs, gates, guard houses	\$100,000.00
1	1	Landscaping, Street Signs, & Lighting: landscaping, street signs & poles, street lights, accent lighting, security systems, irrigation systems, fountains, retaining walls, walking paths, bridges, flag poles	\$30,000.00
1	1	Street/road	\$20,000.00
			Total: \$150,000.00

A. Additional Building Property described in the Schedule or in the Declarations is added to BUILDING.

B. Additional Building Property described in the Schedule or in the Declarations does not apply under YOUR BUSINESS PERSONAL PROPERTY.

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CONDOMINIUMS, CO-OPS, ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Named Association: The Hollow Community Foundation	
Directors And Officers Liability Annual Aggregate Limit Of Insurance:	\$ 1,000,000
Deductible:	\$ 500
Pending Or Prior Litigation Date: 6/25/2024	Retroactive Date: 6/25/2024
Extended Reporting Period	
a) Percentage of Annual Premium:	
b) ERP Term:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. For the purposes of the coverage provided by this endorsement, **COVERAGE C – MEDICAL PAYMENTS** is replaced by the following:

COVERAGE C – MEDICAL PAYMENTS

1. Annual Aggregate Limit Of Insurance

The most we will pay for the sum of all "loss" under the Insuring Agreements of **Management Liability, Association Reimbursement, and Association Liability** under **COVERAGE D – DIRECTORS AND OFFICERS LIABILITY** is the aggregate Limit of Insurance shown in the Schedule. This limit applies regardless of the number of:

- a. insureds;
- b. "claims" made or "suits" brought; or
- c. persons, organizations or government agencies making "claims" or bringing "suits".

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

"Claims expenses" are part of the "loss" and are payable within the Limit of Insurance shown in the Schedule, thereby reducing that Limit.

2. Deductible

Subject to Paragraph 1. under **COVERAGE C – MEDICAL PAYMENTS** of this endorsement, we will pay only that amount of "loss" which is in excess of the Deductible shown in the Schedule. The Deductible will be borne by the insureds. The Deductible is not insured by this endorsement and as such is retained by the insured at their own risk. A single deductible will apply to all "loss" resulting from all "claims" alleging the same "wrongful acts" or "interrelated wrongful acts".

If the "association" is permitted or required by law to indemnify an "insured person" for "loss", but fails or refuses, other than for reason of "financial insolvency", then our payment for such "loss" will not be subject to any deductible and the "association" shall be responsible for, and shall hold us harmless from, and shall reimburse us for such "loss" up to the deductible shown in the Schedule.

2. For the purposes of the coverage provided by this endorsement, the following is added to **SECTION I – COVERAGES**:

COVERAGE D – DIRECTORS AND OFFICERS LIABILITY

1. Insuring Agreement – Management Liability

- a. We will pay on behalf of an "insured person" any "loss" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph 5., except to the extent that the "association" has indemnified the "insured person" for such "loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

- b. If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

(1) such spousal status; or

(2) such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "loss" to the spouse will be covered under this endorsement only if and to the extent that such "loss" would be covered if incurred by the "insured person".

However, this Paragraph b. does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c. This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

(1) the estate, heirs or legal representatives of a deceased "insured person"; and

(2) the legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph c. only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

2. Insuring Agreement – Association Reimbursement

We will pay on behalf of the "association" any "loss" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph 1.) during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph 5.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

3. Insuring Agreement – Association Liability

We will pay on behalf of the "association" any "loss" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph 5.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

4. Defense And Settlement

We will have the right and duty to defend any "claim" made against the insured under Paragraph 2. of this endorsement. However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph 4. or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph 4.

5. Exclusions

This insurance does not apply to any "loss" resulting from any "claim":

- a. arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation by the "association", "insured persons", spouse of an "insured person" or your property or real estate manager;
- b. for "bodily injury";
- c. for mental or emotional distress;
- d. for "property damage";
- e. arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled;
- f. arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule;
- g. arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
 - (1) during a prior policy period of this policy; or
 - (2) under any insurance policy of which this policy is a replacement;
- h. arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Schedule, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding;
- i. arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance;
- j. arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity;
- k. brought by or on behalf of the "association" or any "insured person", in any capacity, except a "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association";
- l. for liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if the "association" would have been liable in the absence of such contract or agreement;
- m. arising out of "personal and advertising injury";
- n. arising out of:
 - (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

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

including without limitation any "claim" by or on behalf of the "association".

- o. for anything other than money damages;
- p. arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy;
- q. for any construction or development activities or operations performed by or on behalf of the developer/sponsor of the "association" property, including but not limited to, loss or damage arising out of construction, construction materials, landscape, design, surveys, or engineering services performed by or on behalf of such developer/sponsor;
- r. for any liability or legal obligation of the "association" or any "insured person" arising out of any of the following:
 - (1) any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, religion or religious belief, age, economic status, income, medical condition, pregnancy, parenthood or mental or physical disability;
 - (2) any state, federal or governmental antitrust statute or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Act of 1934, or any state Blue Sky law;
 - (3) the Employee Retirement Income Security Act of 1974; or
 - (4) any other similar statutes, ordinances, orders, directives or regulations;
- s. for:
 - (1) refusal to employ;
 - (2) termination of employment;
 - (3) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination; or
 - (4) the spouse, child, parent, brother or sister of that person as a consequence of any of the employment-practices described in Paragraphs (1), (2), or (3) above.

This exclusion applies:

- (a) whether the "association" or any "insured person" may be liable as an employer or in any other capacity; and
- (b) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph 5.

- 3. For the purposes of the coverage provided by this endorsement, **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:
 - 1. The "association" is an insured.
 - 2. "Insured persons" are insureds.
 - 3. Your property or real estate manager is an insured, but only while acting at your direction, or the direction of your directors" or officers, and within the scope of their duties for you.

However, your property or real estate manager is not an insured for "claims" or "suits" brought against them by you.

4. For the purposes of the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is deleted and replaced by the following:

2. Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:
- (1) how, when and where the "wrongful act" took place;
 - (2) the names and addresses of any person involved in the specific "wrongful act", including names and addresses of the potential claimants;
 - (3) particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";
 - (4) the nature of the alleged or potential damages arising from such specific "wrongful act"; and
 - (5) the circumstances by which the insureds first became aware of the specific "wrongful act".
- b. If a "claim" is received by any insured, you must:
- (1) immediately record the specifics of the "claim" and the date received; and
 - (2) notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

- c. You and any other involved insured must:
- (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (2) authorize us to obtain records and other information;
 - (3) cooperate with us in the investigation or settlement of the "claim"; and
 - (4) 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 "wrongful acts" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our written consent.

5. For the purposes of the coverage provided by this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Consent To Settle

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

Automatic Extension Period and Extended Reporting Period

1. Automatic Extension Period

If this endorsement is cancelled or non-renewed for any reason, you will have the right to an automatic, non-cancelable extended reporting period (herein called the Automatic Extension Period) from us for a period of sixty (60) days following the effective date of such cancellation or nonrenewal. This Automatic Extension Period shall be provided at no additional charge to you.

2. Extended Reporting Period

- a. If this endorsement is cancelled or non-renewed for any reason, you will have the right to purchase an Extended Reporting Period from us. You must give us a written request for the Extended Reporting Period within thirty (30) days after the end of the policy period or the effective date of cancellation, whichever comes first. It is understood and agreed that the Extended Reporting Period shall not be made available unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this endorsement.
 - b. The duration of the Extended Reporting Period shall be the period set forth in the Schedule. The premium due will be calculated by multiplying the fully annualized premium for such cancelled or non-renewed coverage by the percentage reflected in the Schedule and the entire premium will be deemed to have been fully earned at the commencement of such Extended Reporting Period.
 - c. Once in effect, the Extended Reporting Period may not be cancelled by either by us or the insured.
3. The Automatic Extension Period and, if purchased, the Extended Reporting Period, are not extensions of coverage, but rather are extended periods to report "claims" first made during the Automatic Extension Period or, if purchased, the Extended Reporting Period. The Automatic Extension Period and, if purchased, the Extended Reporting Period, start with the end of the coverage period. It does not extend the coverage period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
- a. the "claim" is first made during the Automatic Extension Period or, if purchased, the Extended Reporting Period;
 - b. the "wrongful act" occurs before the end of the coverage period; and
 - c. the "wrongful act" did not commence before the Retroactive Date.
4. There is no separate or additional Limit of Insurance for the Automatic Extension Period or Extended Reporting Period. The Limit of Insurance available during the Automatic Extension Period or, if purchased, the Extended Reporting Period, shall be the remaining amount, if any, of the Aggregate Limit of Insurance available on the effective date of the cancellation or non-renewal.
6. For the purposes of the coverage provided by this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Association" means the entity named in the Schedule as the Named Association.

"Claim" means:

- a. a written demand for monetary damages against any insured;
- b. a civil proceeding against any insured commenced by the service of a complaint or similar pleading;
- c. a criminal proceeding against any "insured person" commenced by a return of an indictment; or
- d. a formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;

for a "wrongful act", including any appeal therefrom.

"Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".

"Financial insolvency" means the status of the "association" resulting from:

- a. the appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
- b. the "association" becoming a debtor in possession.

"Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".

"Interrelated wrongful act" means all causally connected "wrongful acts".

"Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.

"Wrongful act" means:

- a. with respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity; or
- b. with respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".

7. For the purposes of the coverage provided by this endorsement, the definition of "suit" in **SECTION V – DEFINITIONS** is deleted and replaced by the following:

"Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:

- a. an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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