



**Paragon Specialty Property**

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

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

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

Michael R. Denton  
President

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

**COMMON POLICY DECLARATIONS**

New  
Renewal of Account ID



Account ID  
SP150795-00

**Paragon Specialty Property**

Underwriting on behalf of the Carriers Listed Below

**ITEM 1. NAMED INSURED AND MAILING ADDRESS**

Pioneer Hills Owners Association  
c/o Teleos Management Group  
191 University Blvd #358  
Denver CO 80206

**PRODUCER NAME AND ADDRESS**

Paragon Insurance Holdings, LLC  
45 Nod Road  
Avon CT 06001

**ITEM 2. POLICY PERIOD**

From: 4/22/2024

To: 4/22/2025

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

Business Description: Condominiums

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

COMMERCIAL PROPERTY COVERAGE PART	CERTIFICATE/POLICY No.	Property Premium	TRIA Premium
Scottsdale Insurance Company	BXS0005117	\$35,331	Rejected
Convex Insurance UK	CVX240018-00	\$22,959	Rejected
Obsidian Specialty Insurance Company	PAC-PR00000652-00	\$30,210	Rejected

**SUMMARY OF CHARGES**

Premium	\$88,500.00		
Broker Fee	\$1,000.00		
Carrier Fee	\$1,500.00		
Surplus Lines Tax	\$2,730.00		
<b>Total</b>	<b>\$93,730.00</b>		
		<b>Total Policy Premium:</b>	\$88,500
		Modeling Fee \$750.00	
		Policy Admin Fee \$750.00	
		<b>Total Policy Premium Including Fees</b>	<b>\$90,000</b>

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

**See Schedule of Forms and Endorsements**

SURPLUS LINES LICENSEE: CRC Corporate License 183767

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

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



**Paragon Specialty Property**

Underwriting on behalf of the Carriers shown on the Declarations Page

**SCHEDULE OF NAMED INSUREDS**

Account ID: SP150795-00

Effective Date: 4/22/2024  
12:01 A.M., Standard Time

Named Insured: Pioneer Hills Owners  
Association

Pioneer Hills Owners Association

# Schedule of Forms

Named Insured: Pioneer Hills Owners Association

Policy No: SP150795-00

Paragon Specialty Property

## Common Forms Package

Form Name	Form Number
COVER PAGE	PSP-00001 04-22
COMMON POLICY DECLARATIONS	PSP-00003 04-22
SCHEDULE OF NAMED INSUREDS	PSP-00005 04-22
SCHEDULE OF FORMS AND ENDORSEMENTS	PSP-00007 04-22
SEVERAL LIABILITY NOTICE	PSP-00008 04-22
MINIMUM EARNED PREMIUM	PSP-00011 04-22
EXCESS SUPPLEMENTAL DECLARATIONS	PSP-00012 04-22
EXCESS COMMERCIAL PROPERTY COVERAGE FORM	PSP-00014 04-22
SCHEDULED LIMIT OF LIABILITY ENDORSEMENT	PSP-00015 (01-24)
EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION	PSP-00018 02-23
EXCLUSION-PROPERTY IN THE COURSE OF CONSTRUCTION	PSP-00019 04-22
OFFICE OF FOREIGN ASSETS CONTROL(OFAC) REGULATIONS	PSP-00022 05-22
CLAUSE DELETION ENDORSEMENT	PSP-00024 05 -22
COVERED TERRITORY	PSP-00028 09-22
NAMED WINDSTORM - FLOOD DEFINITION	PSP-00030 (3-23)
EXCLUDED PERILS ENDORSEMENT	PSP-00033 (11-23)
ADDITIONAL INTERESTS ENDORSEMENT	PSP-00034 (11-23)
LIMITATIONS ON COVERAGE FOR ROOF SURFACING	PSP-00035 (12-23)
ASBESTOS ENDORSEMENT	PSP-00036 (1-24)
COMMON POLICY CONDITIONS	IL 00 17 11-98
COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD	IL 01 69 09-07
EXCLUSION OF CERTIFIED ACTS OF TERRORISM	IL 09 53 01 15

## Convex Insurance UK

Form Name	Form Number
APPLICABLE LAW USA	LMA 5021 09 05
BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION	NMA 2962 06-2003
CANCELLATION CLAUSE	NMA 1331 04 61
COMMUNICABLE DISEASE ENDORSEMENT	LMA 5393 03-2020
ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)	NMA 2802 12-97
FRAUDULENT CLAIM CLAUSE	LMA 5062 09-2006
MICROORGANISM EXCLUSION (Absolute)	LMA 5018 9-2005
PROPERTY CYBER AND DATA ENDORSEMENT	LMA 5400 11-2019
RADIOACTIVE CONTAMINATION	NMA 1191 07-59
SANCTIONS SUSPENSION CLAUSE	LMA 3200 10-23
SEVERAL LIABILITY NOTICE	LSW1001 08-94
TERRORISM EXCLUSION ENDORSEMENT	NMA 2920 10 01
WAR AND CIVIL WAR EXCLUSION CLAUSE	NMA 0464 01 38

## Scottsdale Insurance Company

Form Name	Form Number
COVER PAGE	UTS-COVPG 03-21
PSP-00007 04-22	

CLAIM REPORTING INFORMATION	NOTX0178CW 03-16
CYBER EXCLUSION	UTS-494 05-19
POLLUTION EXCLUSION—PROPERTY	UTS-559 04-20
VIRUS, BACTERIUM, MICROORGANISM AND COMMUNICABLE DISEASE EXCLUSION—PROPERTY	UTS-560 04-20
SERVICE OF SUIT – CO	UTS-9G (06-22)

## Obsidian Specialty Insurance Company

### Form Name

### Form Number

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



### **Paragon Specialty Property**

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **SEVERAL LIABILITY NOTICE**

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

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

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

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

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

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



**Paragon Specialty Property**

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM EARNED CANCELLATION PREMIUM**

The following provision is added to the Cancellation Condition:

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

Account ID: SP150795-00

Effective Date: 4/22/2024  
12:01 A.M., Standard Time

Named Insured: Pioneer Hills Owners Association



**Paragon Specialty Property**

Underwriting on behalf of the Carriers shown on the Declarations Page

**COMMERCIAL PROPERTY COVERAGE PART EXCESS**

**SUPPLEMENTAL DECLARATIONS EXTENSION**

**ITEM 1. INSURED PREMISES**

AS PER SCHEDULE ON FILE WITH COMPANY

THE PREMIUM FOR THIS POLICY IS BASED ON THE TOTAL INSURABLE VALUES OF: \$88,238,355

**ITEM 2. COVERED CAUSES OF LOSS**

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

**ITEM 3. COVERED PROPERTY**

Buildings  
Business Personal Property  
Business Income w/ Extra Expense  
Other Values

**ITEM 4. PRIMARY INSURANCE**

PRIMARY INSURER(S)	POLICY NUMBER	LIMIT/PARTICIPATION
GENERAL STAR INDEMNITY COMPANY	IAG973808	\$15,000,000

**ITEM 5. UNDERLYING EXCESS INSURANCE**

PER SCHEDULE ON FILE WITH COMPANY

**ITEM 6. LIMIT OF INSURANCE**

LAYER	CARRIER	PARTICIPATION OF LIABILITY	POLICY NUMBER	PARTICIPATION PREMIUM	TRIPRA
1	Convex Insurance UK	\$19,000,000 P/O \$73,238,355 (25.94%) XS \$15,000,000	CVX240018-00	\$22,959	Rejected
1	Obsidian Specialty Insurance Company	\$25,000,000 P/O \$73,238,355 (34.14%) XS \$15,000,000	PAC-PR00000652-00	\$30,210	Rejected
1	Scottsdale Insurance Company	\$29,238,355 P/O \$73,238,355 (39.92%) XS \$15,000,000	BXS0005117	\$35,331	Rejected





## Paragon Specialty Property

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

### **EXCESS COMMERCIAL PROPERTY COVERAGE FORM (FOLLOW FORM)**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

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

#### **A. Insuring Agreement**

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

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

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

#### **B. Limit Of Insurance**

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

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

## **C. Conditions**

### **1. Application of Recoveries**

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

### **2. Maintenance of Primary and Underlying Excess Insurance**

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

### **3. Sublimits**

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

### **4. Priority of Payments**

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

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

### **5. Earthquake and Flood Drop Down**

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

### **6. Permission for Excess Insurance**

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

#### D. Definitions

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



## Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SCHEDULED LIMIT OF LIABILITY ENDORSEMENT

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

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

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

**6. Examples**

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

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

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

**Example A:**

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

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

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

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

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

**Example B:**

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

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

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

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

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

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

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

**Building 1**

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

**Building 2**

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

**Building 3**

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

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

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

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

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

**All other terms and conditions of the Policy remain unchanged.**



**Paragon Specialty Property**

Underwriting on behalf of Carriers listed on the declarations page

**POLICY NUMBER: Per Declarations**

**ALL RISK  
EXCESS PROPERTY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

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

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

Exterior Insulation and Finish Systems (EIFS), Densglass, Dryvit, Synergy, Synthetic Stucco and Parex means a non-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat that is applied over metal studs or other non-concrete underlayment.

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

All other terms and conditions of this policy remain unchanged.



**Paragon Specialty Property**

Underwriting on behalf of the Carriers shown on the Declarations Page

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
SP150795-00	4/22/2024	Pioneer Hills Owners Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION—PROPERTY IN THE COURSE OF CONSTRUCTION**

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

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

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

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

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

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/

AUTHORIZED REPRESENTATIVE DATE





**Paragon Specialty Property**

Underwriting on behalf of Carriers listed on the Declarations Page

**OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”) REGULATIONS**

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

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”).

**Please read this Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.



**Paragon Specialty Property**

Underwriting on behalf of Carriers listed on the Declarations Page

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP150795-00	4/22/2024	Pioneer Hills Owners Association	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CLAUSE DELETION ENDORSEMENT**

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

**All other terms and conditions of this policy apply.**

\_\_\_\_\_

AUTHORIZED REPRESENTATIVE
DATE



**Paragon Specialty Property**

Underwriting on behalf of the Carriers shown on the Declarations Page

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP150795-00	4/22/2024	Pioneer Hills Owners Association	

**COVERED TERRITORY**

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



## Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NAMED WINDSTORM—FLOOD DEFINITION**

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

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

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



## Paragon Specialty Property

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### Excluded Perils Endorsement

In addition to perils excluded elsewhere in this policy and/or the primary policy, this Policy does not insure against loss or damage caused directly or indirectly by or resulting from any of the following, if the box is checked. Except as otherwise specifically stated, these exclusions apply to and limit or bar coverage under this Policy for loss or damage that may be covered by "underlying insurance".

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



**Paragon Specialty Property**

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Interests Endorsement**

This endorsement modifies insurance provided under this policy:

Additional Interests under this Policy, including Named Insureds, Additional Insureds, Additional Named Insureds, Mortgagees, Lender Loss Payees or Loss Payees, are the same as the Additional Interests identified in the “**primary underlying insurance**” that have an interest in the “**covered property**”. Loss or damage covered under this Policy will be payable to such Additional Interests as their interests may appear and in accordance with the terms, conditions, limitations, and exclusions of this Policy.

Nothing in this endorsement increases the Excess Limit of Liability and Participation shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



**Paragon Specialty Property**

Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This Endorsement Changes the Policy, Please Read it Carefully.

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

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



Underwriting on behalf of the Carriers shown on the Declarations Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ASBESTOS ENDORSEMENT**

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

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

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

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

**All other provisions of the policy apply.**



## COMMON POLICY CONDITIONS

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

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

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

### F. Transfer Of Your Rights And Duties Under This Policy

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD**

This endorsement modifies insurance provided under the following:

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

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

### **CONCEALMENT, MISREPRESENTATION OR FRAUD**

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
	Commercial Property Coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

**B.** The following exclusion is added:

#### **CERTIFIED ACT OF TERRORISM EXCLUSION**

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

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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

#### **D. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

## APPLICABLE LAW (U.S.A.)

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

LMA5021

14/09/2005

### **Biological or Chemical Materials Exclusion**

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

**NMA2962**

**06/02/03**

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

## CANCELLATION CLAUSE

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

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

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

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

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

NMA 1331

20/04/1961

## COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

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

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

LMA5393

25 March 2020



### **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

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

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

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

**EDRE**

NMA2802

17/12/1997

### **Fraudulent Claim Clause**

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

LMA5062

4 September 2006

### **MICROORGANISM EXCLUSION (Absolute)**

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

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

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

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

LMA5018

14/09/2005

## PROPERTY CYBER AND DATA ENDORSEMENT

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

### Definitions

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

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

LMA5400

11 November 2019

**U.S.A.**

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

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

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

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

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

### **Sanctions Suspension Clause**

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

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

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

LMA3200

5 October 2023

## **SEVERAL LIABILITY NOTICE**

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



## **TERRORISM EXCLUSION ENDORSEMENT**

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

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

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

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

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

NMA2920

08/10/2001

## **WAR AND CIVIL WAR EXCLUSION CLAUSE**

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

N.M.A. 464



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

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

Secretary

President

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



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

**CLAIM REPORTING INFORMATION**

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

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

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

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

**HOW TO REPORT A CLAIM**

Call **1-800-423-7675** or visit our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

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

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

**Please refer to your policy for specific claim reporting requirements.**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP150795-00	4/22/2024	Pioneer Hills Owners Association	06714

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CYBER EXCLUSION

**A.** We will not pay for:

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

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

**B.** The following definitions are added:

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

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP150795-00	4/22/2024	Pioneer Hills Owners Association	06714

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### POLLUTION EXCLUSION—PROPERTY

1. This insurance does not provide coverage for any loss, damage, cost, claim, expense or property damage arising out of or in any way involving, directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, release or escape of any “pollutants”:
  - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (1) Any insured; or
    - (2) Any person or organization for whom you may be legally responsible; or
  - d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.
  
2. This insurance does not provide coverage for any loss, cost or expense arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
  - b. Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants.”

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

As used in this exclusion:

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

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

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP150795-00	4/22/2024	Pioneer Hills Owners Association	06714

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

**All other terms and conditions of this Policy apply.**

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 AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SP150795-00	4/22/2024	Pioneer Hills Owners Association	06714

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SERVICE OF SUIT CLAUSE**

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

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

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

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

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

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

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE





**Paragon Specialty Property**

Underwriting on behalf of the Carriers listed Below

**CLAIM REPORTING INFORMATION**

**Obsidian Specialty Insurance Company**

**HOW TO REPORT A CLAIM**

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

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

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

**Please refer to your policy for specific claim reporting requirements.**

—●—  
**OBSIDIAN**  
—●—  
SPECIALTY INSURANCE COMPANY

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



Secretary



President

# **CUSTOMER NOTICE OF PRIVACY POLICY AND PRODUCER COMPENSATION PRACTICES DISCLOSURE**

## **Privacy Policy Disclosure**

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

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

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

### **Collection of Information**

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

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

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

### **Disclosure of Information**

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

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

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

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

### **Safeguards to Protect your Personal Information**

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

### **Internal Access to Information**

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

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

### **Consumer Reports**

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

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

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

### **Access to Information**

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

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

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

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

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

### **Correction of Information**

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

### **Changes to this Policy**

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

### **Contact**

For more detailed information about our Privacy Policy, visit our website: [www.obsidianspecialty.com](http://www.obsidianspecialty.com).

## **Producer Compensation Disclosure**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SERVICE OF SUIT CLAUSE**

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

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

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

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CYBER EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

**A.** This insurance does not apply to:

- 1.** Any loss, damage, cost to replace or restore, loss of income or extra expense, reduction in functionality of, or any loss or damage to or loss of use of any property caused directly or indirectly by any of the following:
  - a.** Unauthorized access to or use of any "computer system" (including "electronic data").
  - b.** Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any "computer system" (including "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any "computer system" (including "electronic data") or otherwise disrupt its normal functioning or operation.
  - c.** Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

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

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

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

This insurance does not apply to:

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

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

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

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BACTERIUM, VIRUS, MICROORGANISM AND COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAR AND MILITARY ACTION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

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

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

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**