



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW.
PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF
THE FLORIDA
INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE
OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.
SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY
FLORIDA REGULATORY AGENCY.

Policy #: DO6NACXMZT001
Expiring Policy #: New

THIS POLICY IS ISSUED BY THE STOCK INSURANCE COMPANY SELECTED ABOVE

**NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE
POLICY INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE
WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY**

DECLARATIONS

This is a Claims Made and Reported Policy, please read it carefully. Amounts incurred as Costs of Defense shall reduce the limit of liability available to pay judgments or settlements and shall also be applied against the retention. This Policy does not provide for any duty by the Insurer to defend those Insured under the Policy.

<p>ITEM 1: NOT-FOR-PROFIT ENTITY NAME AND PRINCIPAL ADDRESS:</p> <p>Sandpiper Towers Condominium Association 205 Highway A1A, Suite 100 Satellite Beach, FL 32937</p>	<p>ITEM 2: POLICY PERIOD:</p> <p>(a) Inception Date: December 01, 2023</p> <p>(b) Expiration Date: December 01, 2024</p> <p>at 12:01 a.m. both dates at the Principal Address in ITEM 1.</p>
<p>ITEM 3. LIMIT OF LIABILITY (inclusive of Costs of Defense):</p> <p>\$1,000,000 aggregate limit of liability for all Claims made or deemed made during the Policy Period.</p>	

Issued By:

Named Insured: Sandpiper Towers Condominium

Policy Number: DO6NACXMZT001

Policy Period: 12/1/2023-12/1/2024

State Surplus Lines Required Wording:

Amwins Insurance Brokerage, LLC
4725 Piedmont Row Dr., Suite 600
Charlotte, NC 28210

<p>Surplus Lines Agent's Name: <u>Susan Brown Flemming</u></p> <p>Surplus Lines Agent's Address: <u>1227 S. Patrick Drive</u> <u>Satellite Beach, FL 32937</u></p> <p>Surplus Lines Agent's License #: <u>A085932</u></p> <p>Producing Agent's Name: <u>Jenny Solano</u></p> <p>Producing Agent's Address: <u>1430 Palm Bay Road, NE</u> <u>Palm Bay FL 32905</u></p>
<p>This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.</p>
<p>Premium: <u>\$18,558.00</u> Tax: <u>\$942.90</u> Service Fee: _____</p> <p>EMPA Surcharge: _____ Broker Fee: <u>\$300.00</u></p> <p>Inspection Fee: _____ Policy Fee: _____</p> <p>Surplus Lines Agent's Countersignature: <u><i>Susan Flemming</i></u></p>

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

ITEM 4. RETENTIONS:

- (a) **Claim** other than an **Employment Practices Claim**: \$50,000
- (b) **Employment Practices Claim**: N/A
- (c) A Retention shall not apply to a Non Indemnifiable Loss.

ITEM 5.

Premium:

Premium:	\$18,558.00
Terrorism Coverage (TRIA):	\$0.00
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Total Amount Due:	\$18,558.00

Compliance with all surplus lines placement requirements, including stamping the Policy and collection and payment of surplus lines taxes, is the responsibility of the broker.

See Invoice for the date Premium is due and payable. Failure to pay the premium in full may result in voidance of coverage.

ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:

1. NFP CNR FL (0713) Cancellation and Nonrenewal Endorsement – Florida
2. Service of Suit Clause - Florida - SC-9 (11_18)
3. ADM-OFAC-0419 - Sanction Limitation and Exclusion Clause
4. NFP.END.121 (1219) Biometric Data Exclusion
5. TRIA-N004-0420 Disclosure – Terrorism Risk Insurance Act
6. TRIA-E002-0315 Cap on Losses From Certified Acts of Terrorism
7. IRON.PN.ALL.004 (0623) Policyholder Notice - Claims Reporting Address
8. NFP.END.003 (0614) Bankruptcy Insolvency and Creditor Exclusion
9. NFP.END.010 (1018) Employment Practices Claim Coverage Deleted
10. NFP.END.039 (1111 Ed.) Anti-Trust Exclusion
11. NFP.END.052 (1111 Ed.) Sexual Misconduct and Child Abuse Exclusion
12. NFP.END.054 (1111 Ed.) Specific Investigation Claim Litigation Event or Act Exclusion
13. NFP.END.060 (0614) Definition of Not-For-Profit Entity (Named Insured Only)
14. NFP.END.065 (0614) Community Association Management Additional Insured Endorsement
15. NFP.END.068 (0618) Punitive Damages Exclusion
16. NFP.END.090 (1014) Worldwide Provision Amended (US Claims Only)
17. NFP.END.133 (1122) Class-Mass Action Claims Separate Retention
18. NFP.END.135 (0823) HOA Special Assessment Exclusion
19. NFP.END.136 (0823) Easement Exclusion Endorsement
20. NFP.EX.002 (1007 Ed.) Advertising Broadcasting and Publishing Exclusion
21. NFP.EX.005 (1007 Ed.) Captive Insurance Entity Exclusion
22. NFP.EX.006 (1007 Ed.) Commission Exclusion
23. NFP.EX.007 (1007 Ed.) Copyright Patent Intellectual Property Rights Exclusion
24. NFP.EX.021 (1007 Ed.) Medical Malpractice Exclusion
25. NFP.EX.023 (1007 Ed.) Nuclear Energy Liability Exclusion
26. NFP.EX.025 (1007 Ed.) Prior Act Exclusion (Backdated)
27. NFP.EX.030 (1007 Ed.) Reliance Upon Other Application
28. NFP.MANU.376 (0321) Absolute Consumer Fraud Exclusion
29. NFP.MANU.432 (0522) Absolute Contractual Liability Exclusion
30. NFP.MANU.413 (1221) Condominium, Cooperative, Homeowners Association Amendatory Endorsement Amended
31. NFP. MANU.483 (0923) Force Majeure Exclusion
32. NFP.MANU.036-3 (1118) Fungus Mold Exclusion Endorsement

33. NFP.MANU.411 (1221) Network Security or Privacy Breach Exclusion

ITEM 7. PENDING AND PRIOR DATE: December 01, 2023

**ITEM 8. INSURER
ADDRESS:**

Send to Company Indicated Above
c/o Ironshore Insurance Services, LLC
28 Liberty Street
5th Floor
New York, NY 10005

**ITEM 9. BROKER
ADDRESS:**

Hannah Mathe
AMWINS INSURANCE BROKERAGE, LLC
3630 Peachtree Rd. NE
SUITE NO 1700
ATLANTA, GA 30326

LICENSE NUMBER: N/A

The Declarations, the signed and completed **Application** and the Policy, with endorsements, will constitute the contract between the **Insured** and the **Insurer** and this Policy is not valid unless signed below by a duly authorized representative of the Insurer.

Ironshore Specialty Insurance Company by:



Secretary



President

January 30, 2024
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Insured Name: Sandpiper Towers Condominium Association

Policy Number: DO6NACXMZT001

**THIS IS A CLAIMS MADE AND REPORTED POLICY WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY
PLEASE READ THE ENTIRE POLICY CAREFULLY**

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

**INCLUDING EMPLOYMENT PRACTICES CLAIMS COVERAGE WITH COSTS OF DEFENSE INCLUDED IN THE
LIMIT OF LIABILITY**

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including the statements made in the **Application**, and subject to all terms, conditions and limitations of this Policy, the **Insureds** and **Insurer** agree:

SECTION I INSURING AGREEMENTS

- A.** The **Insurer** shall pay on behalf of an **Insured Person** all **Loss** which the **Insured Person** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against the **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII, except for any **Loss** which the **Not-For-Profit Entity** actually pays as indemnification.
- B.** The **Insurer** shall pay on behalf of the **Not-For-Profit Entity** all **Loss** which the **Not-For-Profit Entity** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against an **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII, but only to the extent the **Not-For-Profit Entity** is required or permitted by law, to the fullest extent possible, to indemnify the **Insured Person**.
- C.** The **Insurer** shall pay on behalf of the **Not-For-Profit Entity** all **Loss** which the **Not-For-Profit Entity** shall be legally obligated to pay as a result of a **Claim** (including an **Employment Practices Claim**) first made against the **Not-For-Profit Entity** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII.

SECTION II DEFINITIONS

- A.** "**Application**" shall mean each and every signed application submitted to the **Insurer** for consideration of insurance together with any attachments to such applications, other materials submitted therewith or incorporated therein, and any other documents submitted in connection with the underwriting of this Policy.

"Application" shall also mean any public documents filed by the **Not-For-Profit Entity** within the past 36 months with any federal, state, local or foreign governmental entity.

- B. **"Claim"** shall mean a civil, criminal, governmental, regulatory, administrative, or arbitration proceeding made against any **Insured** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or filing of notice of charges or similar document, including any proceeding initiated against any **Insured** before the Equal Employment Opportunity Commission or any similar governmental body or other written demand for monetary or non-monetary relief made against any **Insured**. However, in no event shall the term **"Claim"** include any labor or grievance proceeding which is subject to a collective bargaining agreement.
- C. **"Costs of Defense"** shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim**, including the costs of an appeal bond, attachment bond or similar bond (but the **Insurer** shall not have any obligation to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include salaries, wages, overhead or benefit expenses associated with any **Insured**.
- D.. **"Domestic Partners"** shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Not-For-Profit Entity**.
- E. **"Employee"** shall mean any past, present or future employee of the **Not-For-Profit Entity**, whether such **Employee** is a supervisor, co-worker or subordinate position, including any full-time, part-time, seasonal and temporary employee in their capacity as such. Any person leased to the **Not-For-Profit Entity** shall also be an **Employee**, but only if the **Not-For-Profit Entity** indemnifies such leased person in the same manner as is provided to its permanent employees. Any person hired by contract to perform work for the **Not-For-Profit Entity**, or who is an independent contractor for the **Not-For-Profit Entity**, shall also be an **Employee**, but only if the **Not-For-Profit Entity** indemnifies the person in the same manner as is provided to the permanent employees of the **Not-For-Profit Entity**.
- F. **"Employment Practices Claim"** shall mean any **Claim** brought by or on behalf of any past, present or future **Employee** of the **Not-For-Profit Entity** or **Outside Entity**, or any applicant for employment with the **Not-For-Profit Entity** or **Outside Entity** alleging an **Employment Practices Wrongful Act**. **Employment Practices Claim** shall also mean a **Claim** brought by any student, patient, member, customer, client or supplier of the **Not-For-Profit Entity** alleging discrimination, sexual harassment or violation of the civil rights of an individual relating to such discrimination or sexual harassment.
- G. **"Employment Practices Wrongful Act"** shall mean:
 - (1) adverse or unfair reprimand of an **Employee**;
 - (2) denial of interview or position;
 - (3) denial of training to an **Employee**;
 - (4) derogatory or disparaging remarks to an **Employee**;
 - (5) discrimination;
 - (6) employment-related misrepresentations
 - (7) employment-related libel, slander, defamation, or invasion of privacy;
 - (8) failure to grant tenure;
 - (9) failure to provide an adequate workplace, or employment policy or procedure for **Employees**;
 - (10) imposing mandatory arbitration of an **Employment Practices Claim**;

- (11) improper denial of time off or vacation time to an **Employee**;
- (12) improper disciplinary action of an **Employee**;
- (13) improper performance review of an **Employee**;
- (14) improper transfer, change of position or change of work hours or shift of an **Employee**;
- (15) improper treatment of an **Employee** for his/her actions as a whistleblower;
- (16) negligent evaluation of an **Employee**;
- (17) negligent release of medical information of an **Employee**;
- (18) **Retaliation** against an **Employee**;
- (19) sexual or workplace harassment of any kind;
- (20) violation of the Equal Pay Act;
- (21) wrongful deprivation of career opportunity of an **Employee**, including defamatory statements made in connection with an **Employee** reference;
- (22) wrongful dismissal, discharge or termination of employment, whether actual or constructive, of an **Employee**;
- (23) wrongful failure to promote, transfer or employ; and
- (24) violation of an **Employee's** civil rights relating to any of the above.

H. "**Financial Insolvency**" shall mean the **Not-For-Profit Entity** becoming a debtor in possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Not-For-Profit Entity**.

I. "**Insured**" shall mean an **Insured Person** and the **Not-For-Profit Entity**.

J. "**Insured Person**" shall mean a past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, committee member (of a duly constituted committee of the **Not-For-Profit Entity**), staff or faculty member (salaried or non-salaried), **Employee** or volunteer of the **Not-For-Profit Entity**. Coverage will automatically apply to all new persons who become **Insured Persons** after the inception date of this Policy.

K. "**Insurer**" shall mean the company stated in Item 8 of the Declarations.

L. "**Loss**" shall mean compensatory damages (including back pay and front pay), punitive or exemplary damages, the multiple portion of any multiplied damage award, judgments, settlements, pre- and post-judgment interest, and **Costs of Defense**. It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

Loss shall not include: **(1)** civil or criminal fines or penalties imposed by law; **(2)** taxes; **(3)** any amount for which the **Insured** is not financially liable or which is without legal recourse to the **Insured**; **(4)** employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; **(5)** any liability or costs incurred by any **Insured** to modify any buildings or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs

incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to an **Employment Practices Claim**; or **(6)** matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

- M. "Management Control"** shall mean: **(1)** owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, organization, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or **(2)** having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an organization, to elect, appoint or designate a majority of the Board of Directors of a corporation, organization, the management committee of a joint venture or partnership or the management board of a limited liability company.
- N. "Not-For-Profit Entity"** shall mean the **Not-For-Profit Entity** named in Item 1 of the Declarations and any **Subsidiary**.
- O. "Outside Entity"** shall mean any not-for-profit entity other than the **Not-For-Profit Entity** named in Item 1 of the Declarations and any for-profit entity but only if such for-profit entity is specifically added by written endorsement to this Policy.
- P. "Policy Period"** shall mean the period from the inception date of this Policy to the expiration date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable.
- Q. "Pollutants"** shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- R. "Pollution"** shall mean the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere.
Pollution shall also mean any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- S. "Related Wrongful Acts"** shall mean **Wrongful Acts** which are the same, related or continuous, or **Wrongful Acts** which arise from a common nucleus of facts. **Claims** can allege **Related Wrongful Acts** regardless of whether such **Claims** involve the same or different claimants, **Insureds** or legal causes of action.
- T. "Retaliation"** shall mean a **Wrongful Act** of an **Insured** relating to or alleged to be in response to any of the following activities: **(1)** the disclosure or threat of disclosure by an **Employee** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; **(2)** the actual or attempted exercise by an **Employee** of any right that such **Employee** has under law, including rights under worker's compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights; **(3)** the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; or **(4)** **Employee** strikes.
- U. "Subsidiary"** shall mean:
- (1)** any not-for profit entity and any for-profit organization of which the **Not-For-Profit Entity** has **Management Control** ("Controlled Entity") on or before the inception of the **Policy Period**, either directly or indirectly, through one or more other Controlled Entities;
 - (2)** automatically any not-for-profit organization whose assets total less than 30% of the total consolidated assets of the **Not-For-Profit Entity** as of the inception date of this Policy which the **Not-For-Profit Entity** first had **Management Control** during the **Policy Period**, either directly or indirectly, through one or more

other Controlled Entities. The **Not-For-Profit Entity** shall provide the **Insurer** with full particulars of the new **Subsidiary** before the end of the **Policy Period**; or

- (3) automatically any for-profit entity whose assets total less than 20% of the total consolidated assets of the **Not-For-Profit Entity** as of the inception date of this Policy which the **Not-For-Profit Entity** first had **Management Control** during the **Policy Period**, either directly or indirectly, through one or more other Controlled Entities. The **Not-For-Profit Entity** shall provide the **Insurer** with full particulars of the new **Subsidiary** before the end of the **Policy Period**; or
- (4) an organization which the **Not-For-Profit Entity** first had **Management Control** during the **Policy Period** (other than an organization described in paragraph (2) or (3) above), either directly or indirectly, through one or more other Controlled Entities, but only upon the condition that within 90 days of its becoming a **Subsidiary**, the **Not-For-Profit Entity** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium or amendment of the provisions of this Policy required by the **Insurer** relating to such new **Subsidiary**. Further, coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Not-For-Profit Entity** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.
- (5) An organization becomes a **Subsidiary** when the **Not-For-Profit Entity** has **Management Control** of such **Subsidiary**, either directly or indirectly, through one or more of its Controlled Entities. An organization ceases to be a **Subsidiary** when the **Not-For-Profit Entity** ceases to have **Management Control** in such **Subsidiary**, either directly, or indirectly through one or more of its Controlled Entities.
- (6) In all events, coverage as is afforded under this Policy with respect to a **Claim** made against any **Subsidiary** and/or any **Insured Person** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time the **Not-For-Profit Entity** obtained **Management Control** of such **Subsidiary**, and prior to the effective time that the **Not-For-Profit Entity** no longer has **Management Control** over such **Subsidiary**.

X. **"Wrongful Act"** shall mean:

- (1) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by any **Insured Person** in their capacity as such with the **Not-For-Profit Entity**;
- (2) any matter claimed against any **Insured Person** solely by reason of their capacity as such with the **Not-For-Profit Entity**;
- (3) any matter claimed against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the request of the **Not-For-Profit Entity**; or
- (4) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by the **Not-For-Profit Entity**.
- (5) **Wrongful Act** shall specifically include:
 - (a) Non-Employment Discrimination;
 - (b) violation of the Sherman Antitrust Act or similar federal, state or local statutes or rules;
 - (c) libel, slander, defamation or publication or utterance in violation of an individual's right of privacy;
 - (d) wrongful entry or eviction or other invasion of the right of occupancy;
 - (e) false arrest or wrongful detention;
 - (f) plagiarism; and

- (g) infringement of copyright or trademark or unauthorized use of title.

SECTION III EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- A. alleging, arising out of, based upon or attributable to:
 - (1) an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this exclusion shall only apply where it is finally adjudicated that such conduct occurred; or
 - (2) the deliberately fraudulent or criminal acts of an **Insured**; provided, however, this exclusion shall only apply where it is finally adjudicated that such conduct occurred.

Provided, however, for the purpose of determining the applicability of Exclusion A.(1) and (2) it is understood and agreed that the **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**.

- B. alleging, arising out of, based upon or attributable to, any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;
- C. alleging, arising out of, based upon or attributable to, any pending or prior civil, criminal, administrative or investigative proceeding involving the **Not-For-Profit Entity** and/or any **Insured Person** as of the Pending and Prior date stated in Item 7 of the Declarations, or any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation underlying or alleged in such proceeding;
- D. for any actual or alleged:
 - (1) bodily injury, sickness, disease, or death of any person;
 - (2) damage to or destruction of any tangible property, including the loss of use thereof; or
 - (3) mental anguish, emotional distress, or malicious prosecution, however, this subsection (D) (3) does not apply to an **Employment Practices Claim**.
- E. for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law; provided, however, this exclusion shall not apply to a **Claim** for **Retaliation**;
- F. for any **Claim** arising out of, based upon, or attributable to the refusal, failure or inability of any **Insured** to pay wages or overtime pay for services rendered (hereinafter, "Earned Wages") (as opposed to tort-based back pay or front pay damages) or for improper payroll deductions taken by any **Insured** from any **Employee** or purported **Employee**, including, but not limited to, (i) any unfair business practice claim alleged because of the failure to pay Earned Wages, or (ii) any **Claim** seeking earned Wages because any **Employee** or purported employee was improperly classified or mislabeled as "exempt";
- G. alleging, arising out of, based upon or attributable to, any **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee, governor or employee of any entity other than the **Not-For-Profit Entity** or an **Outside Entity**, even if such service is at the direction of the **Not-For-Profit Entity**, unless otherwise endorsed on this Policy;

- H. for any **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of an **Outside Entity** if such **Claim** is brought by the **Outside Entity** or by any director, officer, trustee or governor thereof; provided, however, this exclusion shall not apply to any **Employment Practices Claim**;
- I. which is brought by or on behalf of the **Not-For-Profit Entity** or by any **Insured Person**; provided however, this exclusion shall not apply to:
- (1) any **Employment Practices Claim** brought by an **Insured Person**, other than an **Insured Person** who is or was a member of the Board of Directors (or equivalent governing body) of the **Not-For-Profit Entity**;
 - (2) any **Claim** brought by an **Insured Person** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this Policy;
 - (3) any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator or creditors' committee (or any assignee thereof) of the **Not-For-Profit Entity**, in any bankruptcy proceeding by or against the **Not-For-Profit Entity**;
 - (4) any **Claim** made on behalf of the **Not-For-Profit Entity** by a member, an attorney general or other such representative party unless such **Claim** is instigated and continued with the solicitation of, or assistance of, or active participation of, or intervention of, the **Not-For-Profit Entity** or any **Insured Person**;
 - (5) any **Claim** brought by any past director or officer of the **Not-For-Profit Entity** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for the **Not-For-Profit Entity** for at least four (4) years prior to such **Claim** being first made against any person;
 - (6) any **Claim** brought by a director or officer (or equivalent position) of a **Company** formed and operating in a foreign jurisdiction against such **Company** or any **Insured Person**, provided that such **Claim** is brought and maintained outside the United States, Canada or any other common law country (including any territories thereof); or
 - (7) any **Claim** brought against an **Insured Person** arising out of or based upon any protected activity specified in any "whistleblower" protection pursuant to any state, local or foreign laws.
- J. alleging, arising out of, based upon or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, **Pollution**, including but not limited to, any **Claim** for financial loss to the **Not-For-Profit Entity**, its members or its creditors;
- K. for any **Wrongful Act** of any **Subsidiary** or the **Insured Person** of such **Subsidiary** or any entity that merges with the **Not-For-Profit Entity** or the **Insured Person** of such entity that merges with the **Not-For-Profit Entity** occurring:
- (1) prior to the date such entity becomes a **Subsidiary** or is merged with the **Not-For-Profit Entity**;
 - (2) subsequent to the date such entity became a **Subsidiary** or was merged with the **Not-For-Profit Entity** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or was merged with the **Not-For-Profit Entity**, would constitute **Related Wrongful Acts**;
or
 - (3) subsequent to the date the **Not-For-Profit Entity** ceased to own, directly or indirectly, more than fifty percent (50%) of the voting stock of such **Subsidiary**;

- L. which is insured in whole or in part by another valid policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise.
- M. alleging, arising out of, based upon or attributable to any public offering of securities by the **Not-For-Profit Entity**, an **Outside Entity** or an affiliate or alleging a purchase or sale of such securities subsequent to such public offering; provided, this exclusion will not apply to the sale or offer to sell tax exempt bonds;
- N. alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Not-For-Profit Entity** or any **Insured Person** under any express contract or agreement. This exclusion shall not apply to an **Employment Practice Claim** to the extent liability does not arise under an express contract or agreement;
- O. alleging, arising out of, based upon or attributable to, any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law;

SECTION IV LIMIT OF LIABILITY

- A. The **Insurer** shall be liable to pay **Loss** in excess of the applicable Retention amount stated in Item 4 of the Declarations up to the Limit of Liability stated in Item 3 of the Declarations.
- B. **Costs of Defense** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such **Costs of Defense** shall serve to reduce the Limit of Liability.
- C. The liability of the **Insurer** for all **Loss** arising from any and all **Claims** first made and reported pursuant to Section VII of the Policy shall be the amount shown in Item 3 of the Declarations which shall be the maximum aggregate Limit of Liability of the **Insurer** for the **Policy Period** and Discovery Period, if applicable, regardless of the time of payment or the number of **Claims**.

SECTION V. RETENTION.

- A. The Retention stated in Item 4 of the Declarations shall apply to all covered **Loss**, including **Costs of Defense**.
 - (1) The Retention specified in Item 4 of the Declarations shall apply as follows:
 - a. Item 4(a) Retention is applicable to **Loss** as a result of a **Claim** other than an **Employment Practices Claim**;
 - b. Item 4(b) Retention is applicable to **Loss** resulting from an **Employment Practices Claim**.
- B. One Retention shall apply to **Loss** arising from each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Not-For-Profit Entity** shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.
- C. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such claims constituting a single **Claim** shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Act** were reported under this Policy or any other policy providing similar coverage.
- D. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, whether or not actual indemnification is granted. In the event the **Not-For-Profit Entity** is unable to indemnify an **Insured Person** solely by reason of its

Financial Insolvency, the **Insurer** shall, pursuant to the terms and conditions of Section VI.F., advance **Costs of Defense** incurred by an **Insured Person** without first requiring payment of the Retention applicable to a **Claim** covered by Insuring Agreement I.B.

The certificate of incorporation, charter or other organization documents of the **Not- For-Profit Entity**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** to the **Insured Person** to the fullest extent permitted by law.

SECTION VI. COSTS OF DEFENSE AND SETTLEMENTS

- A. The **Insured** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld.

The **Insured** shall provide the **Insurer** with all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the consent of the **Insurer**, shall not be covered hereunder.

- B. Notwithstanding Section VI. A. above, if all **Insureds** are able to settle all **Claims** that are subject to an applicable Retention for an amount that, together with the **Costs of Defense**, does not exceed the applicable Retention, the **Insured** may agree to such a settlement without the prior written consent of the **Insurer**.
- C. The **Insured**, and not the **Insurer**, have the duty to defend all **Claims**, provided that the **Insured** shall only retain counsel as is mutually agreed upon with the **Insurer**. The **Not-For-Profit Entity** may at its option tender to the **Insurer** the defense of a **Claim**. Such a tender of the defense of a **Claim** shall not be made more than 90 days following notice of the **Claim** pursuant to Section VII. Upon such a tender of the defense of a **Claim**, the **Insurer** shall assume the duty to defend.
- D. The **Insurer** shall at all times have the right, but not the duty, to associate with the **Insured** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply. The **Insured** shall cooperate with the **Insurer** and provide the **Insurer** such information as it may reasonably require in the investigation, defense or settlement of any **Claim**.
- E. If a **Claim** made against any **Insured** includes both covered and uncovered matters, or is made against any **Insured** and others not insured, the **Insured** and the **Insurer** recognize that there must be an allocation between covered and uncovered **Loss**. The **Insured** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation between covered and uncovered **Loss**, taking into account the relative legal and financial exposures, and the relative benefits obtained by each **Insured** as a result of the covered and uncovered matters and/or such benefits to an uninsured party using the same measure. If the **Insured** and the **Insurer** are not able to come to some agreement regarding the amount of the allocation, then the **Insurer** shall pay only those amounts, excess of the applicable retention amount, which the **Insurer** deems to be fair and equitable until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and the above standards.
- F. The **Insurer** shall advance **Costs of Defense** prior to the final disposition of any **Claim**, provided such **Claim** is covered by this Policy. Any advancement shall be on the condition that:
- (1) the appropriate Retention has been satisfied, provided, however, this condition shall not apply in the event of the **Financial Insolvency** of the **Not-For-Profit Entity**;
 - (2) any amounts advanced by the **Insurer** shall serve to reduce the Limit of Liability stated in Item 3 of the Declarations to the extent they are not in fact repaid;
 - (3) the **Not-For-Profit Entity** and **Insured Person** and the **Insurer** have agreed upon the portion of the **Costs of Defense** attributable to covered **Claims** against the **Insured**, provided, however, if there

- is no such agreement, the **Insurer** shall pay, excess of the retention, what it determines fair and reasonable until such is otherwise established; and
- (4) in the event it is finally established that the **Insurer** has no liability under the Policy for such **Claim**, the **Not-For-Profit Entity** and **Insured Person** will repay the **Insurer** all **Costs of Defense** advanced by virtue of this provision.

SECTION VII NOTICE OF CLAIM

- A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period**. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Act**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.
- B. If during the **Policy Period** or during the Discovery Period (if applicable) the **Not-For-Profit Entity** or an **Insured** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against an **Insured** and shall give written notice to the **Insurer** of the circumstances, the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then a **Claim** which is subsequently made against such **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Related Wrongful Act**, shall be considered made at the time such notice of such circumstances was given. Notice of any such subsequent **Claim** shall be given to the **Insurer** as soon as practicable.
- C. In addition to furnishing the notice as provided in Section VII, the **Insured** shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.
- D. Notice to the **Insurer** as provided in Section VII shall be given to the **Insurer** identified in, and at the address set forth in, Item 8 of the Declarations;

SECTION VIII DISCOVERY PERIOD

- A. In the event the **Insurer** or the **Not-For-Profit Entity** refuses to renew this Policy, the **Not-For-Profit Entity** shall have the right, upon payment of one hundred percent (100%) of the annual premium, (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this Policy as the Discovery Period.
- B. As a condition precedent to the right to purchase the Discovery Period, the total premium for this Policy must have been paid and a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.
- C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the Discovery Period is considered to be part of, and not in addition to, the **Policy Period**.

SECTION IX GENERAL CONDITIONS

- A. Cancellation or Non-Renewal

- (1) This Policy may be cancelled by the **Not-For-Profit Entity** at any time by written notice to the **Insurer**. Upon cancellation, the **Insurer** shall retain the customary short rate portion of the premium, unless this Policy is converted to Run-Off pursuant to Section IX.D. wherein the entire premium for this Policy shall be deemed earned.
- (2) This Policy may only be cancelled by the **Insurer** if the **Not-For-Profit Entity** does not pay the premium when due. The **Insurer** shall mail or deliver notice of cancellation to the **Not-For-Profit Entity** at least ten (10) days before the effective date of cancellation.
- (3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Not-For-Profit Entity** with no less than sixty (60) days advance notice thereof.

B. Application

It is agreed by the **Not-For-Profit Entity** and the **Insured Person** that the particulars and statements contained in the **Application** and any information provided therewith (which shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the **Not-For-Profit Entity** and all **Insured Persons** that the statements in the **Application** or in any information provided therewith are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations. Knowledge of any **Insured Person** of a misstatement or omission in the **Application**, shall not be imputed to any other **Insured Person** for purposes of determining the validity of this Policy as to such other **Insured Person**.

C. Action Against the Insurer

- (1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the **Insured** to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Insurer**.
- (2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

D. Conversion to Run-Off Coverage

If, during the **Policy Period**, a transaction occurs wherein the **Not-For-Profit Entity** shall change to a for-profit entity or another entity gains control of the **Not-For-Profit Entity** through the ownership of more than fifty percent (50%) of the voting stock or membership interest of the **Not-For-Profit Entity**, or the **Not-For-Profit Entity** merges into another entity or consolidates with another entity such that the **Not-For-Profit Entity** is not the surviving entity, then:

- (1) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such transaction; and
- (2) the entire premium for this Policy shall be deemed earned as of the date of such transaction.

E. Outside Entity Provision

In the event a **Claim** is made against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, officers, trustees or governors

F. Coverage Extensions

(1) Lawful Spouse or Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or **Domestic Partner** of an **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

(2) Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Insured Person** is deemed to include individuals who serve in equivalent positions in foreign Subsidiaries.

(3) Estates and Legal Representatives

a. The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**.

b. In the event a bankruptcy proceeding shall be instituted by or against the **Not-For-Profit Entity**, the resulting debtor-in-possession (or equivalent status outside the United States of America) shall be deemed to be the **Not-For-Profit Entity**, but only with respect to coverage provided under Insuring Agreements I. B. and C.

G. Priority of Payments

(1) In the event of **Financial Insolvency**, or the refusal of the **Not-For-Profit Entity** to indemnify or advance the indemnification of an **Insured Person** and there is **Loss** arising from one or more covered **Claims** for which payment is due under this Policy, the **Insurer** shall:

a. first pay such **Loss** for which coverage is provided under Section I.(A) of this Policy; then

b. with respect to whatever remaining amount of the Limit of Liability is available after payment of Section G.(1)(a) above, pay such **Loss** for which coverage is provided under any other Insuring Agreements of this Policy.

(2) Subject to the provisions of paragraph **(1)** above, the **Insurer** shall, at the written request of the **Not-For-Profit Entity**, delay payment of **Loss** for which coverage is provided under any Insuring Agreement other than Section I.(A) until such time as the **Not-For-Profit Entity** designates; provided the liability of the **Insurer** with respect to such delayed payment shall not be increased, and shall not include any interest as a result of such delay. The **Not-For-Profit Entity** shall provide written notice to the **Insurer** when such delayed payment shall be made. Such written notice shall be deemed consent from all **Insureds**, including all **Insured Persons**, to release such payment and the **Insurer** shall have no further obligation under this Policy with respect to such funds.

H. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the rights of recovery of the **Insured**. The **Not-For-Profit Entity** and **Insured Person** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured Person** or the **Not-For-Profit Entity**.

I. Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the **Insured** shall participate in a non-binding mediation in which the **Insurer** and the **Insured** shall attempt in good faith to resolve such dispute. Either the **Insured** or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the mediation and until at least 90 days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or an arbitration, shall be split equally by the parties.

J. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

K. Conformity to Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

L. Entire Agreement

By acceptance of this Policy, the **Insured** and the **Insurer** agree that this Policy (including the Declarations, Application submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

M. Corporation Represents Insured

By acceptance of this Policy, the **Not-For-Profit Entity** shall be designated to act on behalf of all **Insureds** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

N. Representative of the Insurer

Ironshore Insurance Services, LLC, One State Street Plaza, 7th Floor, New York, NY 10004 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claims** shall be given pursuant to Section VII. of the Policy.

O. Service of Suit

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer** at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, 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.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, One State Street Plaza, 7th Floor, New York, NY 10004. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this Policy, and hereby

designates the above named Ironshore Insurance Services, LLC, One State Street Plaza, 7th Floor, New York, NY 10004 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

P. Bankruptcy

Bankruptcy or insolvency of the **Not-For-Profit Entity** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy.

Q. Headings

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

Ironshore Specialty Insurance Company by:



Secretary



President



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 1

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NONRENEWAL ENDORSEMENT – FLORIDA

It is hereby understood and agreed that any cancellation, nonrenewal or termination provision(s) of the Policy are deleted in their entirety and replaced by the following:

CANCELLATION; NO OBLIGATION TO RENEW

1. The **Insured** may cancel this Policy by mailing or delivering to the **Insurer** advance written notice of cancellation. If the **Insured** cancels this Policy, the earned Premium will be calculated using the customary short rate table and procedure.
2. During the first ninety (90) days of the **Policy Period**, the **Insurer** may cancel this Policy by mailing or delivering to the **Insured** written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation for nonpayment of Premium; or
 - b. twenty (20) days before the effective date of cancellation for any reason except the **Insurer** may cancel immediately if there has been a:
 - (1) material misstatement or misrepresentation made; or
 - (2) failure to comply with the underwriting requirements established by the **Insurer**.
3. The **Insurer** may cancel this Policy after the first ninety (90) days of the **Policy Period** by mailing or delivering to the **Insured** written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation for nonpayment of Premium; or
 - b. forty-five (45) days before the effective date of cancellation for any the following reasons:
 - (1) there has been a material misstatement or misrepresentation made;
 - (2) a failure to comply with the underwriting requirements established by the **Insurer** within 90 days of the effectuation of coverage;
 - (3) there has been a substantial change in risk covered by this Policy; or
 - (4) cancellation is for all insured under such policies for a given class of insured.

4. The **Insurer** will mail or deliver its notice to the last known mailing address of the **Insured**. Notice of cancellation will state the effective date of the cancellation and the reason for cancellation. This Policy will expire on that date. If this Policy is cancelled, the **Insurer** will send the **Insured** any return Premium due. The payment or tender by the **Insurer** of the unearned Premium is not a condition of cancellation. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The **Insurer** will not be obligated or required to renew this Policy. Any offer of renewal of terms involving a change of Retention, Premium, Limit of Liability, or other terms and conditions will not constitute, nor be construed as, a refusal by the **Insurer** to renew this Policy. The **Insurer** may elect to non-renew this Policy by mailing to the **Insured** at least forty-five (45) days advanced written notice stating the reason for nonrenewal or notice as otherwise specified by state law. Proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 2

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE – FLORIDA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Ironshore Specialty Insurance Co. hereby appoints 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 the agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company furthermore designates Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301 as the agent to whom a copy of the Service of Process should be forwarded by the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the State of Florida. A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Ironshore Specialty Insurance Co., 175 Berkeley Street, Boston, MA 02116.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 3

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 4

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BIOMETRIC DATA EXCLUSION

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

It is hereby understood and agreed that the Policy is amended as follows:

I. Section II. Definitions is amended as follows:

Definition G., Employment Practices Wrongful Act, paragraph (7) is deleted in its entirety and replaced with the following:

(7) employment-related libel, slander, defamation, or invasion of privacy except for the access to, retention of, disclosure of or failure to obtain consent to the capture, collection, obtainment, storage, conversion, transfer, sale or dissemination of **Biometric Data**, by the **Insured** or by any third-party acting on behalf of the **Insured**;

Definition X., Wrongful Act, paragraph (5), subparagraph (c) is deleted in its entirety and replaced with the following:

(c) libel, slander or defamation, or publication or utterance in violation of an individual's right of privacy except for the access to, retention of, disclosure of or failure to obtain consent to the capture, collection, obtainment, storage, conversion, transfer, sale or dissemination of **Biometric Data**, by the **Insured** or by any third-party acting on behalf of the **Insured**.

II. Section III. Exclusions is amended by the addition of the following exclusion:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- alleging, arising out of based upon or attributable to **Biometric Data**;

- III. For the purpose of this endorsement, **Biometric Data** means any physical, physiological, biological, psychological or behavioral characteristics of a natural person, including retina or iris scan, fingerprint, voiceprint, DNA, finger scan, hand scan, face geometry or any other biometric data which allows an individual to be identified.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 5

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, (“TRIA” or the “Act”), we are required to provide you with a notice of the portion of your premium attributable to coverage for “certified acts of terrorism,” the federal share of payment of losses from such acts, and the limitation or “cap” on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for “certified acts of terrorism” as defined in the Act. If purchased, the portion of your premium attributable to coverage for “certified acts of terrorism” is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

Federal Participation In Payment Of Terrorism Losses

If an individual insurer’s losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the “Program Trigger”.

Beginning calendar year 2020, the Federal Share is 80% and Program Trigger is \$200,000,000.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to “certified acts of terrorism” exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 6

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the above captioned policy.

A. Cap on Certified Act of Terrorism Losses

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance 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.

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.

B. Application of 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 7

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

POLICYHOLDER NOTICE

CLAIMS REPORTING ADDRESS

All notices to the Insurer under this Policy of any Claim, potential Claim or circumstance, or of any occurrence that may subsequently result in a covered loss, shall be given in writing in accordance with the notice provisions of the Policy to the following addresses:

Liberty Mutual Insurance
ATTN: Financial Lines Claims Department
28 Liberty Street 5th Floor
New York, NY 10005
FinancialLinesClaims@libertymutual.com



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 8

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BANKRUPTCY, INSOLVENCY AND CREDITOR EXCLUSION

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

It is understood and agreed that **Section III Exclusions** is amended to include the following exclusions:

1. alleging, arising out of, based upon, or attributable to:
 - (i) any **Wrongful Act** which is alleged to have led to or caused, directly or indirectly, wholly or in part, the bankruptcy or insolvency of the **Not-For-Profit Entity**, or to the **Not-For-Profit Entity** filing a petition, or a petition being filed against the **Not-For-Profit Entity**, pursuant to the federal Bankruptcy Code or any similar state law, or the **Not-For-Profit Entity** assigning its assets for the benefit of its creditors; or
 - (ii) the **Not-For-Profit Entity** having sustained a financial loss due, directly or indirectly, wholly or in part, to a **Wrongful Act** of the **Insured**, but only if such **Claim** is made after the **Not-For-Profit Entity** has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the **Not-For-Profit Entity** has assigned its assets for the benefit of its creditors; or
2. brought by or on the behalf of any creditor or debt-holder of the **Not-For-Profit Entity**, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to a **Claim** alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or a **Claim** alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the **Not-For-Profit Entity**.
3. brought by or on the behalf of any creditor or debt-holder of the **Not-For-Profit Entity**, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to a **Claim** alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or a **Claim** alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the **Not-For-Profit Entity**.

It is further understood and agreed that **Section III Exclusions, I.** shall be deleted in its entirety and replaced with the following:

- I. which is brought by or on behalf of the **Not-For-Profit Entity** or by any **Insured Person**; provided however, this exclusion shall not apply to:

- (1) any **Employment Practices Claim** brought by an **Insured Person**, other than an **Insured Person** who is or was a member of the Board of Directors (or equivalent governing body) of the **Not-For-Profit Entity**;
- (2) any **Claim** brought by an **Insured Person** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this Policy;
- (3) any **Claim** made on behalf of the **Not-For-Profit Entity** by a member, an attorney general or other such representative party unless such **Claim** is instigated and continued with the solicitation of, or assistance of, or active participation of, or intervention of, the **Not-For-Profit Entity** or any **Insured Person**;
- (4) any **Claim** brought by any past director or officer of the **Not-For-Profit Entity** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for the **Not-For-Profit Entity** for at least four (4) years prior to such **Claim** being first made against any person;
- (5) any **Claim** brought by a director or officer (or equivalent position) of a Not-For-Profit Entity formed and operating in a foreign jurisdiction against such Not-For-Profit Entity any **Insured Person**, provided that such **Claim** is brought and maintained outside the United States, Canada or any other common law country (including any territories thereof); or
- (6) any **Claim** brought against an **Insured Person** arising out of or based upon any protected activity specified in any "whistleblower" protection pursuant to any state, local or foreign laws.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 9

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT PRACTICES CLAIM COVERAGE DELETED

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Employment Practices Claim** made against any **Insured**.

It is further understood and agreed that Section I Insuring Agreements is deleted in its entirety and replaced with the following:

Section I Insuring Agreements

- A. The **Insurer** shall pay on behalf of an **Insured Person** all **Loss** which the **Insured Person** shall be legally obligated to pay as a result of a **Claim** first made against the **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII, except for any **Loss** which the **Not-For-Profit Entity** actually pays as indemnification.
- B. The **Insurer** shall pay on behalf of the **Not-For-Profit Entity** all **Loss** which the **Not-For-Profit Entity** shall be legally obligated to pay as a result of a **Claim** first made against an **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII, but only to the extent the **Not-For-Profit Entity** is required or permitted by law, to the fullest extent possible, to indemnify the **Insured Person**.
- C. The **Insurer** shall pay on behalf of the **Not-For-Profit Entity** all **Loss** which the **Not-For-Profit Entity** shall be legally obligated to pay as a result of a **Claim** first made against the **Not-For-Profit Entity** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII.

It is further understood and agreed that Section II Definitions, B. **Claim** is deleted in its entirety and replaced with the following:

- B. "**Claim**" shall mean a civil, criminal, governmental, regulatory, administrative, or arbitration proceeding made against any **Insured** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or the filing of a notice of charges or similar document, or other written demand for monetary or non-monetary relief made against

any **Insured**. However, in no event shall the term "**Claim**" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

It is further understood and agreed that Section II Definitions, X. **Wrongful Act** is deleted in its entirety and replaced with the following:

X. "**Wrongful Act**" shall mean:

- (1) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty by any **Insured Person** in their capacity as such with the **Not-For-Profit Entity**;
- (2) any matter claimed against any **Insured Person** solely by reason of their capacity as such with the **Not-For-Profit Entity**;
- (3) any matter claimed against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the request of the **Not-For-Profit Entity**; or
- (4) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty by the **Not-For-Profit Entity**.
- (5) **Wrongful Act** shall specifically include:
 - (a) Non-Employment Discrimination;
 - (b) violation of the Sherman Antitrust Act or similar federal, state or local statutes or rules;
 - (c) libel, slander, defamation or publication or utterance in violation of an individual's right of privacy;
 - (d) wrongful entry or eviction or other invasion of the right of occupancy;
 - (e) false arrest or wrongful detention;
 - (f) plagiarism; and
 - (g) infringement of copyright or trademark or unauthorized use of title.

It is further understood and agreed that all references in the Policy to **Employment Practices Claim** and **Employment Practices Wrongful Act** shall be deleted, except the definitions of each term set forth in Section II, Definitions F. and G. respectively.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 10

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-TRUST EXCLUSION

It is hereby understood and agreed that Section II, Definitions X. "**Wrongful Act**" is amended by deleting subparagraph (5), subsection (b) thereof in its entirety;

It is further understood and agreed that Section III, Exclusions, is amended to add the following:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- P.** alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, the Sherman Antitrust Act or similar federal, state or local statutes or rules, any antitrust violations, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies, including any actions, proceedings, claims or investigations related thereto.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
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Endorsement # 11

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION

It is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** (including but not limited to any derivative or representative class actions) made against any **Insured** alleging, arising out of, based upon or attributable to any Sexual Misconduct, child abuse or neglect, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person.

“Sexual Misconduct” means any lewd, lascivious, licentious, immoral or sexual behavior, sexual conduct, sexual abuse, sexual assault, sexual act or molestation of any kind, intended or unintended, that does or may lead to or culminate in any sexual act against any individual(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 12

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT OR ACT EXCLUSION

It is hereby understood and agreed that, without limiting the effectiveness of exclusions B or C of the Policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim**, notice, event, investigation or action referred to below (hereinafter "Event"); the prosecution, adjudication, settlement, disposition, resolution or defense of any Event; any **Claim** arising from an Event; or any **Claim** alleging the same Wrongful Act or Related Wrongful Acts, or any fact, circumstance or situation in any way relating to any Event.

EVENT :

Claim Number	Claimant Name	Date of Loss	Status
NPA20807	and Larry Trego, Victoria Shu Andrew Patterson	2023-03-17	Open
NPA20807	McLaughlin, James	2023-03-17	Open
NPA22223	Patterson, Andrew	2023-10-19	Open
NPA22119	Looney Lane LLC	2023-09-25	Open
NPA21876	Looney Lane LLC	2023-08-24	Open
NPA20807	Noonan, Jack	2023-03-17	Open

All prior claims, Easement Claims, Assessment Claims, Evictions, Air B&B Claims, and the disease known as Coronavirus disease 19 or COVID-19, or any other condition, disease or sickness caused by the virus responsible for COVID-19 or by any mutation of that virus.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

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Endorsement # 13

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFINITION OF NOT-FOR-PROFIT ENTITY AMENDED
(NAMED INSURED ONLY COVERAGE)**

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

It is hereby understood and agreed that **Section II Definitions, N. "Not-For-Profit Entity"** is deleted in its entirety and replaced with the following:

N. "Not-For-Profit Entity" shall mean solely the **Not-For-Profit Entity** named in ITEM 1 of the DECLARATIONS.

It is further understood and agreed that **Section III Exclusions** is amended to add the following exclusion:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** which is made or brought by or on the behalf of any **Subsidiary** or any directors or officers thereof or any employees thereof or which is brought by any member, securities holder, an attorney general or other such representative party of any **Subsidiary**, whether directly, derivatively or by class action, unless such **Claim** is instigated and continued totally without the solicitation of, or assistance of, or intervention of, any **Insured Person**, the **Not-For-Profit Entity**, any **Subsidiary** or any directors or officers or employees of such **Subsidiary**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

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Endorsement # 14

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNITY ASSOCIATION MANAGEMENT ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

1. It is hereby understood and agreed that the **Community Association Management Organization** named in paragraph 5. below shall be considered an **Insured** with respect to **Claims** (excluding **Employment Practices Claims**) otherwise covered by the Policy but only in accordance with paragraph 4. of this endorsement.
2. For purposes of this endorsement, the term **Community Association Management Organization** means only the entity named in paragraph 5. below and only to the extent that said entity provides real estate property management services to the **Not-For-Profit Entity** pursuant to a written contract with the **Not-For-Profit Entity**, but only in its capacity as property manager for the **Not-For-Profit Entity** and only in connection with property management services for the **Not-For-Profit Entity** that are enumerated in the written contract between the **Community Association Management Organization** and the **Not-For-Profit Entity** describing such property management services.
3. For the avoidance of doubt, coverage is not afforded to the **Community Association Management Organization** for **Employment Practices Claims** or for **Employment Practices Wrongful Acts** alleged to have been committed by the **Community Association Management Organization** or by any of its employees.
4. Coverage as is afforded under this endorsement with respect to any **Claim** made against a **Community Association Management Organization** shall apply only to the extent that:
 - (i) such **Claim** relates to a **Wrongful Act** committed or allegedly committed by an **Insured** other than a **Community Association Management Organization**; and
 - (ii) an **Insured**, other than a **Community Association Management Organization**, is and remains as a co-defendant in the **Claim** against the **Community Association Management Organization**.
5. **Community Association Management Organization:** Advanced Property Management of Central Florida, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
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Toll Free: (877) IRON411

Endorsement # 15

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

It is hereby understood and agreed that the Policy is amended as follows:

Section II Definitions, L. **Loss** is deleted in its entirety and replaced with the following:

- L. "**Loss**" shall mean compensatory damages (including back pay and front pay), judgments, settlements, pre- and post-judgment interest, and **Costs of Defense**.

Loss shall not include: **(1)** civil or criminal fines or penalties imposed by law; **(2)** taxes; **(3)** any amount for which the **Insured** is not financially liable or which is without legal recourse to the **Insured**; **(4)** employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; **(5)** any liability or costs incurred by any **Insured** to modify any buildings or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to an **Employment Practices Claim**; or **(6)** matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

Section III Exclusions is amended to include the following additional exclusion:

for punitive damages, exemplary damages, or the multiple portion of any multiplied damage award;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
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Endorsement # 16

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WORLDWIDE PROVISION AMENDED
(US CLAIMS ONLY)**

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

It is hereby understood and agreed that **Section IX General Conditions, F.(2)** Worldwide Provision is deleted in its entirety and replaced with the following:

(2) Worldwide Provision

The coverage provided by this Policy shall apply to any **Wrongful Act** anywhere in the world, provided however, the **Claim** is made in the United States of America, its territories or possessions. The term **Insured Person** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
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Toll Free: (877) IRON411

Endorsement # 17

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASS/MASS ACTION CLAIMS SEPARATE RETENTION

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

It is hereby understood and agreed that the Policy is amended as follows:

- 1. Item 4. RETENTION of the Declarations is deleted in its entirety and replaced with the following:

ITEM 4. RETENTIONS:		
(a)	Claims other than an Employment Practices Claim or Class/Mass Action Claims:	\$50,000
(b)	Employment Practices Claim:	N/A
(c)	Class/Mass Action Claim:	\$350,000
(d)	A Retention shall not apply to a Non-Indemnifiable Loss	

- 2. Section V, Retention, paragraph A. is deleted in its entirety and replaced with the following:

A. The Retention stated in Item 4 of the Declarations shall apply to all covered **Loss**, including **Costs of Defense**.

(1) The Retention specified in Item 4 of the Declarations shall apply as follows:

- a. Item 4(a) Retention is applicable to **Loss** as a result of a **Claim** other than an **Employment Practices Claim**, a **Class Action** or **Mass Action Claim**.
- b. Item 4 (b) Retention is applicable to **Loss** resulting from an **Employment Practices Claim**.
- c. Item 4 (c) Retention is applicable to **Loss** resulting from a **Class Action** or **Mass Action Claim**.

d. A Retention shall not apply to a Non-Indemnifiable Loss, including **Costs of Defense**.

In the event a **Claim** triggers more than one (1) Retention amount stated in item 4. of the Declarations, only the highest such amount shall apply, which amount shall apply to all **Loss** under such **Claim**.

3. For purposes of this endorsement the following definitions apply:

"Class Action Claim" means any **Claim**:

- (i) Brought on behalf of a class or putative class of plaintiffs (whether or not certified as such);
- (ii) Otherwise brought on a representative basis;

or alleging or arising from the same **Wrongful Act** or **Related Wrongful Act** as any **Claim** described in the preceding subparagraph (i) or (ii).

"Mass Action Claim" means a single proceeding, including but not limited to a lawsuit or arbitration proceeding, brought by a group of ten or more similarly situated plaintiffs alleging the same or similar causes of action arising out of, based upon or attributable to common or similar alleged act(s), event(s) or transaction(s) or alleging or arising from the same **Wrongful Act** or **Related Wrongful Act** as any such **Mass Action Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
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Toll Free: (877) IRON411

Endorsement # 18

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOA SPECIAL ASSESSMENT EXCLUSION

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

It is hereby understood and agreed that Section III. Exclusions of the Policy to which this endorsement is attached is amended to add the following exclusion:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to any HOA Special Assessment.

Solely for the purpose of this exclusion, "HOA Special Assessment" means any extra fee, above the routine monthly association dues covering day-to-day operations, that is levied by the Homeowners Association on members including expenses to cover special needs that are not budgeted for, unanticipated or unforeseen.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 19

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EASEMENT EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ENTITY AND DIRECTORS, OFFICERS LIABILITY INSURANCE POLICY

It is hereby understood and agreed that the Policy to which this endorsement is attached is amended as follows:

I. Section II. Definitions is amended as follows:

- A. Paragraph (5)(d) of definition X. Wrongful Act is deleted in its entirety and not replaced.
- B. Solely for the purpose of this endorsement, the following definition is added:

“Easement” means a right held by a party of interest to a specific use of real property in which that party of interest has no ownership; whether such easement is voluntary or involuntary, or effected by written grant or by operation of law.

II. Section III. Exclusions is amended to add the following exclusion:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to any **Easement**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 20

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVERTISING, BROADCASTING AND PUBLISHING EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that Section II, Definitions X. “**Wrongful Act**” is amended by deleting subparagraph (5), subsections (c), (d), (e),(f) and(g) thereof in their entirety.

It is further understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to advertising, publishing, or broadcasting activities, including, but not limited to, any **Claim** alleging plagiarism, infringement of copyright, patent, title or slogan, piracy, unfair competition and idea misappropriation under an implied contract, false arrest, detention, imprisonment and malicious prosecution, wrongful entry, eviction or any other invasion of the right of private occupancy, the publication or utterance of a libel or slander or of any other defamatory or disparaging material, or a publication or utterance in violation of the right of privacy of an individual.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
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Toll Free: (877) IRON411

Endorsement # 21

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAPTIVE INSURANCE ENTITY EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the ownership, management, operation or control by the **Not-For-Profit Entity** of any captive insurance entity, including but not limited to any **Claim** alleging the insolvency or bankruptcy of the **Not-For-Profit Entity** was a result of such ownership, management, operation or control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 22

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMISSION EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to any:

- (i) Payment, commission, gratuity, benefit or any other favor to or for the benefit of any full or part-time domestic or foreign government or any armed services official, agent, representative, employee or any member of their family or any entity with which they are affiliated; or
- (ii) Payment, commission, gratuity, benefit or any other favor to or for the benefit of any full or part-time official, director, agent, partner, representative, principal shareholder, or owner or employee, or "affiliate" (as that term is defined in The Securities Exchange Act of 1934, including any officer, director, agent, owner, partner, representative, principal shareholder or employee of such affiliate) of any customer of the **Not-For-Profit Entity** or any member or any entity with which they are affiliated; or
- (iii) Political contribution, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 23

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COPYRIGHT/PATENT/INTELLECTUAL PROPERTY RIGHTS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that Section II, Definitions X. **“Wrongful Act”** is amended by deleting subparagraph (5), subsections (f) and (g) thereof in their entirety.

It is further understood and agreed that Section III, Exclusions, is amended to include the following:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to, plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret, title or slogan, or intellectual property rights.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 24

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL MALPRACTICE EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to medical or professional malpractice including, but not limited to, the rendering or failure to render of medical or professional service, treatment or advice.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 25

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material, including but not limited to:
 - (1) nuclear material located at any nuclear facility owned by, or operated by or on behalf of, any **Insured**, or discharged or dispersed therefrom; or
 - (2) nuclear material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **Insured**; or
 - (3) the furnishing by any **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
 - (4) Claims for damages to the **Not-For-Profit Entity** or its shareholders alleging, arising out of, based upon, or attributed to, or in any way involving, directly or indirectly, the hazardous properties of nuclear material.

- B.
 - (1) which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its limit of liability; or
 - (2) with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Insured** is, or had this Policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into in the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

“hazardous properties” include radioactive, toxic or explosive properties;

“nuclear material” means source material, special nuclear material or byproduct material;

“source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in law amendatory thereof;

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

“waste” means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

“nuclear facility” means:

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

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 26

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACT EXCLUSION (BACKDATED)

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** alleging, arising out of, based upon or attributable to any **Wrongful Act** prior to 12/01/2023. **Loss** arising out of the same **Wrongful Act** or **Related Wrongful Acts** shall be deemed to arise from the first such same **Wrongful Act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 27

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELIANCE UPON OTHER APPLICATION

In consideration of the premium charged, it is understood and agreed that the **Insurer** has relied upon the statements and representations contained in the below referenced application (including materials submitted thereto and, if such application is a renewal application, all such previous policy applications, and their attachments and materials, for which this Policy is a renewal or succeeds in time) as being accurate and complete. It is further understood and agreed that the **Insureds** warrant and represent to the **Insurer** that the statements and representations made in the below referenced application was accurate on the Date Signed and that the **Insureds** hereby reaffirm each and every statement made in the below referenced application as accurate as of Date Signed as if it was made to the **Insurer** on such date. All such statements and representations shall be deemed to be material to the risk assumed by the **Insurer**, are the basis of this Policy and are to be considered as incorporated into this Policy.

<u>TYPE OF POLICY APPLICATION</u>	<u>INSURER</u>	<u>DATE SIGNED</u>
Protection for community Association Leaders SM Application	Chubb Group of Insurance Companies	11/28/2023

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 28

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE CONSUMER FRAUD EXCLUSION

It is hereby understood and agreed that Section III. Exclusions, A. is deleted in its entirety and replaced by the following:

- A.** alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly:
 - (1) an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled;
or
 - (2) the willfully dishonest, negligent, fraudulent or criminal act of an **Insured**, including but not limited to any alleged violation of any consumer protection provision of any applicable Deceptive or Unfair Trade Practices Act or Consumer Fraud Act;

It is hereby understood and agreed that Section III. Exclusions, A. is deleted in its entirety and replaced by the following:

- A.** alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly:
 - (1) an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled;
or
 - (2) the willfully dishonest, negligent, fraudulent or criminal act of an **Insured**, including but not limited to any alleged violation of any consumer protection provision of any applicable Deceptive or Unfair Trade Practices Act or Consumer Fraud Act;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 29

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE CONTRACTUAL LIABILITY EXCLUSION

It is hereby understood and agreed that Section III. Exclusions, N. is deleted in its entirety and replaced with the following:

- N.** alleging, arising out of, based upon or attributable to any actual or alleged contractual liability or obligation of the **Not-For-Profit Entity** or an **Insured Person** under any contract, agreement, employment contract or employment agreement to pay money, wages or any employee benefits of any kind;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 30

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDOMINIUM, COOPERATIVE, HOMEOWNERS ASSOCIATION
AMENDATORY ENDORSEMENT AMENDED**

It is hereby understood and agreed that Section III. Exclusions is amended as follows:

- A. Section III Exclusions, D. is deleted in its entirety and replaced with the following:
 - alleging, arising out of, based upon or attributable to bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

- B. Section III Exclusions, M. is deleted in its entirety and replaced with the following:
 - alleging, arising out of, or in any way relating to any purchase or sale of securities by the **Not-For-Profit Entity, Subsidiary** or affiliate or any **Claim** brought by any securities holder of the **Not-For-Profit Entity** in their capacity as such;

- C. Section III Exclusions is amended to add the following exclusions:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

 - (1) brought by, against, or on behalf of the developer of the condominium units, cooperative corporation property or other real or personal property managed by the **Insured**;
 - (2) alleging, arising out of, based upon, attributable to any failure or omission on the part of any **Insured** to effect or maintain adequate insurance;
 - (3) based upon, arising out of, or relating to, whether directly or indirectly, the purchase, sale, origination, participation, grant, commitment, restructuring, termination, transfer, repossession or foreclosure of any loan, lease, or extension of credit, or failure to do any of the foregoing, or the rendering of advice in connection with any loan, lease or extension of credit; or the placing of a lien on real property or foreclosure of the real property to satisfy a lien whether by a lender or any other third party;
 - (4) alleging, arising out of, based upon or attributable to any violation of the responsibilities, duties, requirements or obligations of the Fair Debt Collections Practices Act (15 U.S.C. Sec. 1692) and/or the Fair Credit Reporting Act (15 U.S.C. 1681);

- (5) alleging, arising out of, based upon or attributable to the design, manufacture, distribution, sale or promotion of allegedly defective, deficient, inadequate or dangerous products, including but not limited to the **Insured's** failure to maintain products liability insurance;
- (6) alleging, arising out of, based upon, or attributable, in whole or in part, to any actual or alleged violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure; or
 - i) that is brought by or on behalf of any local, state or federal governmental body and/or any agency or subdivision thereof; or
 - (ii) alleging, arising out of, based upon, or attributable, in whole or in part, to any actual or alleged employment or immigration of an **Undocumented Alien**;
- (7) alleging, arising out of, based upon or attributable to any actual or alleged conversion, misappropriation, defalcation, or comingling of funds or property owned by or held for the benefit of any client, customer, insured, reinsured or retrocessionaire of any **Insured**;
- (8) based upon, arising from, or in any way related to any **Construction Defect**;
- (9) alleging, arising out of, based upon or attributable to performance of or failure to perform professional services for others, or any act, error or omission relating thereto;
- (10) alleging based upon, arising out of or attributable to the failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture.

D. For the purpose of this endorsement, the following definitions apply:

"Construction Defect" means any actual or alleged defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of: (a) faulty or incorrect design or architectural plans; (b) improper soil testing; (c) inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence; (d) the construction, manufacture or assembly of any tangible property; (e) the failure to provide construction related goods or services as represented or to pay for such goods or services; or (f) the supervision of such activities.

"Undocumented Alien" means any natural person that is not authorized to enter or work in a jurisdiction under control of the United States of America. An **Undocumented Alien** is not an **Employee** or **Insured Person**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 31

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORCE MAJEURE EXCLUSION

it is hereby understood and agreed that Section III. Exclusions of the Policy to which this endorsement is attached is amended to add the following:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 32

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS AND MOLD EXCLUSION ENDORSEMENT

It is hereby understood and agreed that the Policy is amended as follows:

1. Section II, DEFINITIONS, is amended to add the following definitions:

“**Fungus**” shall include, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including **Molds**, rusts, mildews, smuts, and mushrooms.

“**Mold**” shall include, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and Fungi that produce **Molds**.

“**Spore**” shall mean any dormant or reproductive body produced by or arising or emanating out of any **Fungus, Mold**, mildew, plants, organisms or microorganisms.

2. Section III, EXCLUSIONS, is amended to include the following:

This Policy does not apply to any **Claim**:

- (a) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly;

- (1) **Fungus, Mold**, mildew or yeast;

- (2) **Spores** or toxins created or produced by or emanating from such **Fungus, Mold**, mildew or yeast;

- (3) substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus, Mold**, mildew or yeast; or

- (4) material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **Fungus, Mold**, mildew, yeast or **Spore(s)** or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to such **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 33

Policy Number: DO6NACXMZT001

Effective Date of Endorsement: December 01, 2023

Insured Name: Sandpiper Towers Condominium Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NETWORK SECURITY OR PRIVACY BREACH EXCLUSION

It is hereby understood and agreed that the Policy is amended as follows:

I. Section II. DEFINITIONS is amended by adding the following definition:

- **Network Security or Privacy Breach** means:

- (1) the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information in the care, custody or control of an **Insured** or third-party service provider;
- (2) any violation of the **Not-For-Profit's** privacy policy, or any violation by the **Insured** of the following statutes or regulations: (a) Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191); (b) Health Information Technology for Economic and Clinical Health Act (HITECH) (American Recovery and Reinvestment Act of 2009); (c) Gramm-Leach-Bliley Act of 1999; (d) the California Security Breach Notification Act (CA SB 1386, CA AB 211 and CA SB 541); (e) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; (f) Massachusetts 201 CMR 17; (g) the Identity Red Flag Rules under the Fair and Accurate Credit Transactions Act of 2003 or (e) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or
- (3) a failure in network security, including but not limited to activities performed by the **Insured** to protect against the theft, alteration or destruction of electronic data, unauthorized access to, unauthorized use of, a denial-of-service attack directed against, or transmission of malicious code to the Insured's computer system.

II. Section III. EXCLUSIONS is amended by adding the following exclusion:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to a **Network Security or Privacy Breach**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Liberty Mutual Group California Privacy Notice
Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2023)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Personal Data Do We Collect?

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal data**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial data, precise geolocation, medical data, or health insurance data;
- **Protected classification characteristics described in California Civil Code § 1798.80(e)**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records, and loss history information, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive Data** as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

For information about the types of personal data we have collected in the past twelve (12) months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How do you gather my data?

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
<ul style="list-style-type: none"> ▪ ask about or buy insurance, or file a claim 	<ul style="list-style-type: none"> ▪ your insurance agent or broker
<ul style="list-style-type: none"> ▪ pay your policy 	<ul style="list-style-type: none"> ▪ your employer, association or business (if you are insured through them)
<ul style="list-style-type: none"> ▪ visit our websites, call us, or visit our office 	<ul style="list-style-type: none"> ▪ our affiliates or other insurance companies about your transactions with them
	<ul style="list-style-type: none"> ▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	<ul style="list-style-type: none"> ▪ other public directories and sources
	<ul style="list-style-type: none"> ▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers
	<ul style="list-style-type: none"> ▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

Organizations that share data with us may keep it and disclose it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Do We Use Your Personal Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your information as defined by CPRA</u>
Market, sell and provide insurance. This includes, for example: <ul style="list-style-type: none"> • calculating your premium; • determining your eligibility for a quote; • confirming your identity and servicing your policy; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information 	<ul style="list-style-type: none"> ▪ No

	<ul style="list-style-type: none"> ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data ▪ Sensitive Data 	
<p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> ▪ managing your claim, if any; ▪ conducting claims investigations; ▪ conducting medical examinations; ▪ conducting inspections, appraisals; ▪ providing roadside assistance; ▪ providing rental car replacement or repairs; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> • creating, maintaining, customizing, and securing accounts; • supporting day-to-day business and insurance related functions; • doing internal research for technology and development; • marketing, advertising and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.
<p>Security and Fraud Detection. This includes, for example:</p> <ul style="list-style-type: none"> ▪ detecting security issues; ▪ protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; ▪ managing risk and securing our systems, assets, infrastructure, and premises; ▪ help to ensure the safety and security of Liberty staff, assets, and resources, which may include physical and virtual 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.

<p>access controls and access rights management;</p> <ul style="list-style-type: none"> ▪ supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 		
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> ▪ controls and access rights management; ▪ to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty’s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; ▪ exercising and defending our legal rights and positions; ▪ to meet Liberty contract obligations; ▪ to respond to law enforcement requests as required by applicable law, court order, or governmental regulations; ▪ as otherwise permitted by law, 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	No.
<p>Improve Your Customer Experience and Our Products. This includes, for example:</p> <ul style="list-style-type: none"> • improve your customer experience, our products, and service; • to provide support, personalize, and develop our website, products, and services; • create and offer new products and services; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	No.
<p>Analytics to identify, understand, and manage our risks and products. This includes, for example:</p> <ul style="list-style-type: none"> • conducting analytics to better identify, understand, and manage risk and our products; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity 	No.

	<ul style="list-style-type: none"> ▪ Professional or employment related information ▪ Inferences drawn from other personal information; ▪ Risk data ▪ Claims data ▪ Sensitive Data 	
<p>Customer service and technical support. This includes, for example:</p> <ul style="list-style-type: none"> • answer questions and provide notifications; • provide customer and technical support. 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	No.
Cross-Context Behavioral Advertising	<ul style="list-style-type: none"> ▪ Identifiers ▪ IP address ▪ Internet or other similar network activity 	<ul style="list-style-type: none"> ▪ We share this information with service providers such as search engines and social media platforms

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

Do We Disclose Your Personal Data?

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as “communicating orally, in writing, or by electronic or other means, a consumers personal information . . . to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration.” This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms. You have the right to opt-out of this type of sharing and you may learn more about those rights at lmi.co/caprivacychoices.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. How we disclose data to these types of entities is set forth below.

Liberty Mutual may disclose personal data with affiliated and non-affiliated third parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint

marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data as needed for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Data
Internet or other similar network activity	Professional, employment, and education data
Inferences drawn from personal data	Risk Data
Claims Data	

For information about how we have shared personal information in the past twelve (12) months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Long Does Liberty Mutual Retain Each Category of Personal Data?

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

How to Contact Us:

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

Calling: 800-344-0197
Email: privacy@libertymutual.com
Online: www.libertymutualgroup.com/privacy-policy/data-request
lmi.co/caprivacychoices
Postal Address: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office