ATAIN INSURANCE COMPANY

30833 Northwestern Highway, Ste. 220, Farmington Hills, MI 48334

This Policy may contain one or more of these coverages:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:	EFFECTIVE DATE:	NAMED INSURED:
AEXL000000609	10/01/2025	Community Associations, PG, Inc.

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COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY DECLARATIONS

Atain Insurance Company
30833 Northwestern Hwy
Farmington Hill, MI 48334

Renewal of: See Evidence

Policy Number: See Evidence

Item 1: See Evidence

Item 2: Mailing Address: See Evidence

Item 3: Policy Period: From: See Evidence To: See Evidence
(at 12:01 AM (Standard Time at your mailing address shown above))

Item 4: Coverage: Following Form Excess Liability

Item 5: Limits of Liability:

$5,000,000	Each Occurrence (per followed policy)
$5,000,000	Products Completed Operations Aggregate
$5,000,000	General Aggregate

Item 6: Schedule of Underlying: See Schedule of Underlying Insurance

Item 7: Premium: See Evidence

Item 8: Audit Period: Flat Non-Auditable ☒ Annual ☐ Other ☐

Item 9: Forms and Endorsements: See AXS 00003 07 23 Schedule of Forms

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and its Secretary and countersigned on the declarations page by a duty authorized representative of the company.

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Authorized Representative

President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date	Expiration Date
1	See Evidence	See Evidence
Endorsement Effective See Evidence	Policy Number See Evidence	
Named Insured See Evidence		

Which is in excess of the total of all other underlying excess limits

Limits of Liability of:

$10,000,000	Occurrence Limit
$10,000,000	Products Completed Operations (per RPG member)
$10,000,000	Aggregate Limit, except Auto (per RGP member)

Which, in turn, is in excess of applicable primary underlying policies:

General Liability Carrier:On File with Company No:On File with Company Policy Period:On File with Company	$1,000,000 $2,000,000 $2,000,000 $1,000,000	Each Occurrence Products Completed Operations Aggregate Limit Personal and Advertising Injury
General Liability (Apartment risks in California) Carrier:On File with Company Policy No:On File with Company Policy Period:On File with Company	$2,000,000 $4,000,000 $4,000,000 $2,000,000	Each Occurrence Aggregate Limit Products Completed Operations Personal and Advertising Injury
Auto Liability Carrier:On File with Company Policy No:On File with Company Policy Period:On File with Company	$1,000,000	Combined Single Limit

Employers Liability		
Carrier:On File with Company Policy	$100,000	Bodily Injury by Accident
No: On File with Company	$500,000	Bodily Injury by Disease Each Employee
Policy Period:On File with Company	$100,000	Bodily Injury by Disease Aggregate
Directors & Officers Liability		
Carrier: On File with Company		
Policy No: On File with Company	$1,000,000	Occurrence Limit
Policy Period:On File with Company	$1,000,000	Aggregate Limit, except Auto
Liquor Liability (when applicable)		
Carrier: On File with Company	$1,000,000	Occurrence Limit
Policy No: On File with Company	$1,000,000	Aggregate Limit
Policy Period:On File with Company		
Employee Benefits Liability		
Carrier: On File with Company	$1,000,000	Occurrence Limit
Policy No: On File with Company	$1,000,000	Aggregate Limit
Policy Period:On File with Company		

All other terms and conditions of your policy remain in full force and effect

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

Various provisions in this "policy" restrict coverage. Please read the entire "policy" and any "underlying policy(ies)" carefully to determine rights, duties and what is and is not covered.

Throughout this "policy", the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying policy(ies)". The words "we" and "us" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section V. Definitions.

I. INSURING AGREEMENT AND LIMITS OF INSURANCE

This "policy" is issued in consideration of the payment of the premium, and in reliance upon all statements made in the application for this "policy" and the "underlying policy(ies)", including any documents and information provided in connection with this "policy" and the "underlying policy(ies)."

"We" shall pay for damages that "you" are legally obligated to pay, during the "policy period", up to the "limit of liability" or "aggregate limit of liability" stated in the Declarations of this "policy", provided that coverage shall only apply: (1) upon the exhaustion of the maximum limit payable for "your" "underlying policy(ies)"; and (2) subject to the terms and conditions of the "underlying policy(ies)" as well as the full terms and conditions of this "policy."

"We" will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We may, at our discretion, investigate and settle any claim or suit. We shall have no duty to defend any claims covered under this policy unless the exhaustion of the maximum limit payable for "your" "underlying policy(ies)" has been used up by payment of judgments or settlements. If a duty to defend is owed by us after the maximum limit payable for "your" "underlying policy(ies)" has been used up by the payment of judgments or settlements, our duty to defend will end when the applicable limit shown in the Declarations of this "policy" has been used up by payment of judgments or settlements.

The amount "we" will pay for damages shall not exceed the Limits of Insurance shown in the Declarations.

We will have no obligation under this "policy" with respect to any claim or suit that is settled without our consent.

II. EXCLUSIONS

The exclusions to the "underlying policy(ies)" also apply to this "policy". In addition to the exclusions of the "underlying policy(ies)", the exclusions below also apply to "your" "policy."

This insurance does not apply and there shall be no duty to defend or indemnify any insured for any occurrence, bodily injury, property damage, personal and advertising injury, offense, violation, liability, service, claim or "suit" based upon, attributable to or arising, in whole or part, out of any of the following below:

A. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "underlying policy(ies)."

B. Uninsured Motorists, Underinsured Motorists and No Fault

Any of the following:

1. Any Uninsured or Underinsured Motorist law;
2. Any No Fault Law, Automobile Medical Payments Coverage or similar act or law; or
3. Any automobile accident reparation law.

C. Workers Compensation and Similar Laws

Any and all obligations of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

D. Lead, Asbestos, Silica, Erionite

Anything related to, or in any way involving asbestos, lead, silica or erionite, including any expenses or any obligations to share damages with or repay anyone else who must pay damages from asbestos, lead, silica or erionite.

Further, this exclusion applies to:

1. Any injury or damages of any type arising out of the inhalation, ingestion, exposure to, absorption of, or toxic substance from asbestos, lead, silica or erionite in any form or from any goods, products or structures containing same;
2. The existence of asbestos, lead, silica or erionite in any form in occupancy or construction or the manufacture, sale, transportation, handling, storage, disposal, removal or degradation of same or goods or products containing asbestos, lead, silica or erionite;
3. Any recommendations, requests or warnings, or advice given or that should have been given, as well as any costs, including but not limited to abatement, mitigation, degradation, removal, containment, treatment, detoxification, neutralization or disposal of same or in any way respond to or assess the effects of asbestos, lead, silica or erionite; or
4. Any hiring, placement, supervision, training, retention, act, error or omission of any kind that is related to paragraphs 1, 2 or 3 above.

E. Discrimination

Anything related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligation to share damages with or repay another who must pay damages from discrimination. This includes, but is not limited to, any suit or claim arising, in whole or part under: (1) the Americans with Disability Act (ADA) or its state counterparts; and (2) any other federal, state, county, municipal or local law barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, religion or religious belief, age, economic status, income, medical condition, pregnancy, parental status, mental disability or physical disability.

F. Employment Practices

Anything related to, or in any way involving any employment-related practices, regardless of allegations. This exclusion also applies to any claim, expenses and any other obligation to share damages with or repay anyone who must pay damages for any matter that relates, in any way, to employment related practices including, but not limited to:

1. Any refusal to employ or termination of employment;
2. Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation;
3. harassment in any form, humiliation;
4. Any other employment related practices, policies, errors, acts or omissions of any kind;
5. Any consequential injury or damage, of any kind, that arises, in any way, from paragraphs 1-3 above.

G. War

Anything related to or in any way involving hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual impending or expected attack by:

1. Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
2. Military or naval or air forces;
3. Any agent of 1. or 2. above, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion, or biological, chemical or radiological discharge shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces; or
4. Any Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

H. ERISA

Any liability, of any kind that is related, in any way to the Employee Retirement Income Security Act of 1974 (ERISA) including any amendments thereto or any similar state, statutory or common law.

I. Aircraft and Watercraft

Anything related to the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned, operated by or rented or loaned to any Insured or any other person. Use includes any operation as well as anything arising, in whole or part, out of any “loading or unloading.”

This exclusion applies even if the claims against any Insured allege negligence, error, omission, or any other wrongdoing, of any kind, in the supervision, hiring, employment, training or monitoring of others by any insured.

> The exclusion does not apply to a watercraft you do not own that is both: (1) less than 26 feet long; and (2) not being used to carry persons or property for a charge. Other than this limited exception, the above exclusion remains fully applicable.

For purposes of this exclusion, “loading or unloading” shall have the same definition as in “your” “underlying policy(ies).”

J. Nuclear, Biological, Chemical or Radiological Acts of Terrorism

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or es-cape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic *or* poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

<u>Definitions</u>

For the purposes of this exclusion, the following definitions apply:

I. "Any injury or damage" means any injury or damage covered under any Coverage Part to "your” “underlying policy(ies)” and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage, as well as any other injury, damage or other claim.

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

    i. 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
    ii. 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.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terror-ism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under the exclusion above.

K. TCPA, Telemarketing and Unauthorized Communication or Information

Anything related to or in any way involving any of the following:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
3. Any other federal, state or local statutes, ordinances, or regulations regarding or relating to unsolicited telemarketing, solicitations, emails, faxes, do-not-call laws, or other such communications.

It is understood that to the extent any coverage may otherwise be available under this “policy” or any of its endorsements, the provisions of this exclusion will supersede.

L. Care, Custody or Control

Any of the following:

1. Property you own, rent, or occupy, including any costs or expenses incurred by “you”, or any other person, `organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon;
3. Property loaned or leased to any insured;
4. Personal property in the care, custody or control of any insured;
5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the property damage arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

M. Cyber, Internet

Anything related, in whole or part to, any use or misuse of any electronic device, website, portal, application platform or the Internet or Intranet, including but not limited to:

1. Any electronic transmission of data or other information;
2. Any computer virus or malicious code including but not limited to the transmission of a virus or malicious code;
3. Any data or other Information posted on any website, portal, application platform or the internet or Intranet;
4. Any acquisition of electronic personal Information or personally identifiable information;
    a. Any disclosure of electronic personal information or personally identifiable Information;
5. Any electronic data amalgamation;
6. Any use or misuse of any website, portal, application platform or Internet or Intranet address;
7. Any loss or data damage to any computer system, including but not limited to hardware or software;
8. The function or malfunctioning of any website, portal, application platform or the Internet or Intranet;
9. Any electronic sweepstakes or giveaways;
10. Any loss of access or denial of access to any website, portal application platform or the Internet or Intranet;
11. Any electronic fulfillment failure; or
12. Any electronic device, website, portal, application platform or Internet or Intranet piracy, hacking or theft.

This exclusion applies even if:

i. Damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of, or alleged to arise out of that which Is described above; or
ii. The claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

N. Electronic Data Processing

Anything related, in whole or part, to any loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate, any “electronic data.”

<u>Definition</u>
As used in this exclusion, “electronic data” means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

O. Infringement, Misappropriation and Unfair Competition

Anything related, in whole or part, to any of the following:

1. Any infringement upon or dilution of copyright, trademark, patent, title, slogan, service mark, service name or trade dress, whether or not pertaining to or alleged in conjunction with any advertisement;
2. Any invasion or infringement of or interference with the right of privacy or publicity including, but not limited to, intrusion, public disclosure of private facts, unwarranted or wrongful publicity, false light or the unauthorized use of any name, image, or likeness for profit, or in any advertisement, including but not limited to any claim or suit for any form of disparagement, defamation, misappropriation of advertising ideas or any other ideas, or any similar claim or "suit" arising out of any statute, rule, regulation, common law or in equity;
3. Plagiarism or misappropriation of information, trade secrets, advertising ideas or any other ideas, or style of doing business;
4. Any unfair competition as defined by statute or common law, whether or not pertaining to or alleged in conjunction with a claim of plagiarism, misappropriation of any information, trade secrets, style of doing business, advertisement, advertising ideas or any other ideas, piracy, infringement or dilution of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name.

P. Pollution

Anything related to, in whole or part, or resulting, in whole or part, out of any of the following:

> Any actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, lead, liquids or gases, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature, or any cost or expense arising out of any request, demand, or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants.

However, if insurance for bodily injury or property damage for such discharge, dispersal, seepage, migration, release or escape of pollutants, or pollution cost or expense, is provided by the Underlying Policies:

1. This exclusion shall not apply; and

2. The insurance provided by this Policy will not be broader than the insurance coverage provided by the "underlying policies".

q. <u>Product Recall</u>

Anything related, in whole or part, to any actual or alleged liability for any damages claimed for any loss, cost or expense incurred by any insured or any other person for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. Your product;
2. Your Work; or
3. “Impaired property”

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

Definition

For purposes of this exclusion, “impaired property” means tangible property, other than your product or your work that cannot be used or is less useful due, in whole or part, to any of the following:

1. It incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous; or
2. “You" have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
    i. The repair, replacement, adjustment or removal of your product or your work; or
    ii. The fulfilling of the terms of any contract or agreement.

R. Unmanned Aircraft

Any matter related to any ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes any operation or use, of any kind, as well as “loading or unloading.” This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the "injury or damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

Definitions

As used in this exclusion, the following definitions apply:

1. “Loading or unloading” means the handling of property: (1) After it is moved from the place where it is accepted for movement into or onto an “unmanned aircraft”; (2) While it is in or on an "unmanned aircraft"; or (3) While it is being moved from an "unmanned aircraft" to the place where it is finally delivered

    but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft'.”

2. "Unmanned aircraft" means an aircraft that is not: (1) Designed; (2) Manufactured; or (3) modified after manufacture, to be fully controlled directly by a person from within or on the aircraft.

S. Any Sublimit on “Underlying Policy(ies)”

Any “sublimit” on any “underlying policy(ies).” Coverage for any “sublimit” of any type, on “your” “underlying policy(ies)” is excluded.

For purpose of this exclusion, “sublimit” means any limit contained within any “underlying policy(ies)” that is below the Per Occurrence Limit for such “underlying policy(ies)” in this “policy’s” Schedule of Underlying Insurance.

III. POLICY TERMS AND CONDITIONS

A. This “policy” has the same terms, definitions, conditions, exclusions, and limitations as the “underlying policy(ies)”: (1) except the premium and limits of liability; and (2) unless specifically amended by this “policy” or endorsement to this “policy.” For this “policy”, definitions of terms are contained both within the exclusions of this “policy” as well as Section V below. If any “policy” terms and conditions are contrary to conditions contained in the "underlying policy(ies)" the provisions contained in this policy apply. In no event shall this “policy” grant broader coverage than would be provided by the “underlying policy(ies).”

B. If at any time after the inception of the “underlying policy(ies)” the terms, conditions, exclusions, or limitations of the “underlying policy(ies)” are changed in any manner, the Insureds shall, as a condition precedent to any rights to coverage, by any insured, under this “policy”, give to “us” written notice of the full particulars thereof and secure “our” affirmative consent to the modification before coverage under this “policy” will be effective.

C. Any "underlying policy(ies)", including any renewals or replacements, must be maintained in full force and effect without reduction of coverage except for the reduction of aggregate limits in accordance with the provisions of such "underlying policy(ies)" that results from injury or damage to which this “policy” applies. Failure to maintain "underlying policies" will not invalidate coverage provided under this “policy”, but this “policy” will apply as if the "underlying policies " were in full effect at the time the loss took place. “You” must notify “us” in writing, as soon as practicable, if any "underlying policy(ies)" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying policy(ies)" is changed. These changes will not apply to “our” “policy” unless “we” agree in writing.

D. Notwithstanding any of the terms of this “policy” that might be construed otherwise, this “policy” shall drop down only in the event of exhaustion of the maximum amount payable under “your” “underlying policy(ies) limits” and shall not drop down for any other reason including, but not limited to, the inability to collect (in whole or in part) any “underlying policy(ies) limits.” The risk of the inability to collect any “underlying policy(ies) limits” (in whole or in part), whether arising out of financial impairment or insolvency of an underlying insurer or for any other reason, is expressly retained by “you”, and is not in any way or under any circumstances insured or assumed by “us.”

E. In the event of a claim arising where “we” may be liable to contribute or for any loss or damages under this “policy”, “you” must not incur any costs or expenses, make any promise for payment, admit any liability, settle or agree to settle without “our” written consent.

F. Appeals: In the event the insurer from your “underlying policy(ies)” elects not to appeal a judgment in excess of the limits of the "underlying insurance", “we” may elect to make such an appeal. If “we” so elect, “we” shall be liable, in addition to the applicable Limits of Insurance, for all defense expenses “we” Incur.

G. Cancellation:

i. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to “us”.

ii. “We” may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or,
2. 30 days before the effective date of cancellation if we cancel for any other reason.

“We” will mail or deliver our notice to the Named insured’s last mailing address known to “us.”

Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

If this policy is cancelled, “we” will send the first Named Insured any premium refund due. If “we” cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

If notice is mailed, proof of mailing will be sufficient proof of notice.

H. Transfer of Your Rights and Duties Under this Policy:

1. “Your” rights and duties under this policy may not be transferred without “our” written consent except in the case of death of an individual named insured.
2. If “you” die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as “your” legal representative. Until “your” legal representative is appointed, anyone having proper temporary custody of “your” property will have “your” rights and duties, but only with respect to that property.

IV. OTHER INSURANCE

Any amounts payable under this “policy” which are or would be (but for the existence of this “policy”) covered under other insurance shall not be payable under this “policy” except for any excess beyond the amount which is or would be payable under such other insurance. For the purposes of this clause, any provision in such other insurance that seeks to exclude or limit liability or coverage due to the availability of the indemnity provided by this ”policy” (whether this “policy” is specifically identified or not) will be disregarded. This “policy” shall not be drawn in contribution with any of the other insurance.

V. DEFINITIONS

A. The term “aggregate limit of liability” means the maximum amount payable as stated in the Declarations by us in respect to all claims and losses.

B. “Limit of liability” means the maximum amount payable as stated in the Declarations by “us” in respect of each claim or loss.

C. The term “policy” means this commercial excess liability follow form policy.

D. The term "policy period" means the period set forth in the Declarations.

E. The term "underlying policy(ies)” means the policy(ies) as shown in the attached Schedule of Underlying Insurance.

F. The term “underlying policy limits” means any limits of liability as set forth on the Declarations page for “underlying policies”, plus the uninsured retention, if any, applicable to the “underlying policy(ies).”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TOTAL PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date	Expiration Date
2	10/01/2025	10/01/2027
Endorsement Effective 10/01/2025	Policy Number AEXL000000609	
Named Insured Community Associations, PG, Inc.		

This endorsement is subject to all of the provisions of the Commercial Excess Liability Follow Form Policy, except as otherwise provided in this endorsement. All number and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Excess Liability Follow Form Policy. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown.

This insurance does not apply and there shall be no duty to defend or indemnify any insured for any occurrence, bodily injury, property damage, personal and advertising injury, offense, liability, claim or suit based upon, attributable to or arising, in whole or part, out of:

1. Any actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”;

2. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “PFC/PFAS” by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

Definition:

"PFC/PFAS" means:

1. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance;

2. Any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or

3. Any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and sidechain-fluorinated polymers; or

   any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related injury, damage, loss, cost, or expense.

All other terms and conditions of your policy remain in full force and effect.

SERVICE OF SUIT

This Service of Suit endorsement will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any arbitration provision within this “policy”. This endorsement is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such arbitration provision for resolving disputes arising out of this ”[“policy”.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States or Canada. Nothing in this endorsement shall in any way constitute a waiver of the Company to commence an action in any court of competent jurisdiction in the United States, to remove any action to a United States District Court, 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, or to enforce any other provisions of the “policy”.

It is further agreed that service of process in such suit may be made upon the Claims & Litigation Director, Atain Insurance Company, Kaufman Financial Center, 30833 Northwestern Highway, Farmington Hills, MI 48334, and that in any suit instituted against the Company under this “policy”, the Company will abide by the final decision of such court or by the final decision of the final Appellate Court, in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/ or upon the request of the insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company; behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon who 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, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AUTO EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date	Expiration Date
3	10/01/2025	10/01/2027
Endorsement Effective 10/01/2025	Policy Number AEXL000000609	
Named Insured Community Associations, PG, Inc.		

Any endorsement addressing acts of terrorism (however defined) in any "underlying policy" does not apply to this "policy."

A. The provisions of this endorsement:
   1. Apply only to any bodily injury, property damage, personal and advertising injury, suit, or claim, arising, directly or indirectly, in whole or in part out of the ownership, maintenance, or use of any auto that is covered under this "policy"; and

   2. Supersede the provisions of any other endorsement addressing terrorism attached to this "policy" but only with respect to any bodily injury, property damage, personal and advertising injury suit, or any claim, arising, directly or indirectly, in whole or in part out of the ownership, maintenance, or use of any auto that is a covered auto.

This "policy" does not apply and we will not pay for any bodily injury, property damage, personal and advertising suit, or any other claim arising, directly or indirectly, in whole or in part out of an act of "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Any bodily injury, property damage, personal and advertising injury, suit, or claim is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. However, this exclusion applies only when one or more of the following are attributed to an act of "terrorism":

1. The "terrorism" involves the actual, alleged, threatened, or attempted use, release, escape, dispersal or application of nuclear materials or directly, or indirectly results in nuclear reaction, or radiation or radioactive contamination; or

2. Nuclear or radioactive materials are released and it is reasonably believed by us that one purpose of the "terrorism" was to release such materials; or

3. The "terrorism" is carried out by means of the actual, alleged, threatened, or attempted use, release, escape, dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released and it is reasonably believed by us that one purpose of the "terrorism" was to release such materials; or

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

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
    a. Physical injury that involves a substantial risk of death; or
    b. Protracted and obvious physical disfigurement; or
    c. Protracted loss of or impairment of the function of a bodily member or organ.
    d.

Multiple incidents of "terrorism" which occur within a 72-hour period and it is reasonably believed by us to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **5. or 6.** above are exceeded.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the providing or failure to provide warnings, protection, or safeguards against such acts.

With respect to this exclusion, Paragraphs **5.** and **6.** above describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this "policy."

In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to any bodily injury, property damage, personal and advertising injury, suit or claim that is otherwise excluded under this "policy."

<u>Definitions</u>

1. "Terrorism" means acts against persons, organizations or property of any nature:
    a. That involve the following or preparation for the following:
        1. Use or threat of force or violence; or
        2. Commission or threat of a dangerous act; or
        3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    b. When one or both of the following applies:
        1. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
        2. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and conditions of your policy remain in full force and effect.

EXCLUSION OF OTHER ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number 4	Inception Date 10/01/2025	Expiration Date 10/01/2027
Endorsement Effective 10/01/2025	Policy Number AEXL000000609	
Named Insured Community Associations, PG, Inc.		

Any endorsement addressing acts of terrorism (however defined) in any "underlying policy" does not apply to this "policy.”

This “policy” does not apply, and “we” will not pay for any bodily injury, property damage, personal and advertising suit, or any other claim arising, directly or indirectly, in whole or in part out of an "other act of terrorism", whether committed within, or outside, the United States (including its territories and possessions and Puerto Rico). However, this exclusion applies only when one or more of the following are attributed to such act:

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

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

   A. Physical injury that involves a substantial risk of death; or
   B. Protracted and obvious physical disfigurement; or
   C. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. above describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

Definitions

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

   A. 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;

   B. The act resulted in damage:

      i. Within the United States (including its territories and possessions and Puerto Rico); or
      ii. Outside of the United States in the case of:

         An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

         The premises of any United States mission; and

   C. 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.

2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two-hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

Terms and Conditions

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 bodily injury, property damage, personal and advertising injury, suit or claim that is otherwise excluded under this Coverage Part.

Cap on Losses from Certified Acts of Terrorism

If aggregate insured losses attributable to terrorist acts certified under the federal 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.

All other terms and conditions of your policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY EXCESS FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number 5	Inception Date 10/01/2025	Expiration Date 10/01/2027
Endorsement Effective 10/01/2025	Policy Number AEXL000000609	
Named Insured Community Associations, PG, Inc.		

Any endorsement addressing acts of terrorism (however defined) in any "underlying policy" does not apply to this "policy."

This "policy" does not apply, and "we" will not pay for any damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

Definitions

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

1. The act resulted in 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.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for bodily injury, property damage, personal and advertising injury, suit or claim that is otherwise excluded under this "policy."

All other terms and conditions of your policy remain in full force and effect.

ATAIN INSURANCE COMPANIES CLAIM REPORTING INFORMATION

Your policy has been placed with an Atain Insurance Company.

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

HOW TO REPORT A CLAIM

E-mail at claims@atainins.com, fax at 248-539-6092, or visit our website at www.atainins.com.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number 6	Inception Date 10/01/2025	Expiration Date 10/01/2027
Endorsement Effective 10/01/2025	Policy Number AEXL000000609	
Named Insured Community Associations, PG, Inc.		

DISCLOSURE

“You” should know that coverage is provided by this “policy” for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), and such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, “your” “policy” may contain other exclusions which might affect “your” coverage. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

“You” should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion in a calendar year and if “we” have met “our” insurer deductible, “we” are not liable for the payment of any portion of the amount of such losses that exceeds $100 billion; and for aggregate insured losses up to $100 billion, “we” will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

All other terms and conditions of your policy remain in full force and effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM, RETAINED LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number 7	Inception Date 10/01/2025	Expiration Date 10/01/2027
Endorsement Effective 10/01/2025	Policy Number AEXL000000609	
Named Insured Community Associations, PG, Inc.	Named Insured Community Associations, PG, Inc.	

The "policy" is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any "underlying policy" does not apply to this "policy". The following provisions addressing acts of terrorism apply with respect to this "policy":

SCHEDULE

Certified Acts of Terrorism Retained Amount	$1,000,000

1. Coverage provided by this “policy” for damages arising out of a Certified Act of Terrorism applies in excess of the Certified Acts of Terrorism Retained Amount described in Paragraph 2. below.

2. SECTION I. INSURING AGREEMENT AND LIMITS OF INSURANCE is amended to include the following:

   The Certified Acts of Terrorism Retained amount refers to the amount stated in the SCHEDULE of this endorsement. This amount may consist of a self-insured retention, “underlying policies”, or a combination thereof.

   The Certified Acts of Terrorism Retained Amount applies:

   a. Only to damages arising out of a “Certified Act of Terrorism” covered under this “policy”: and
   b. Separately to each “Certified Act of Terrorism”.

   We will pay those sums covered under this “policy” only after “your” Certified Acts of Terrorism Retained amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

3. II. EXCLUSIONS, is amended to include the following exclusion:

   This “policy” does not apply to any liability, damage, loss, cost or expense arising, directly or indirectly, out of an “Other Act of Terrorism” that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However,this exclusion applies only when one or more of the following are attributed to such act:

   a. The total of insured damage to all types of property exceeds $25,000,000 (valued in US dollars). In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
   b. Fifty (50) or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
      i. Physical injury that involves a substantial risk of death; or
      ii. Protracted and obvious physical disfigurement; or
      iii. Protracted loss of or impairment of the function of a bodily member or organ; or
   c. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
   d. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
   e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, paragraphs a. and b. above describe the thresholds used to measure the magnitude of an incident of an "Other Act of Terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

4. SECTION V. - DEFINITIONS, is amended to include the following definitions:

   a. "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act 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:

      i. 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;

      ii. The act resulted in damage:

      (a) Within the United States (including its territories and possessions and Puerto Rico); or

      (b) Outside of the United States in the case of:

         1.) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
         2.) The premises of any United States mission; and
         3.) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

   b. "Other Act of Terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a Certified Act of Terrorism.

Multiple incidents of an "Other Act of Terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

In the event of an "Other Act of Terrorism" that is not subject to this exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this "policy".

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) 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.

All other terms and conditions of your policy remain in full force and effect.

FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number 8	Inception Date 10/01/2025	Expiration Date 10/01/2027
Endorsement Effective 10/01/2025	Policy Number AEXL000000609	
Named Insured Community Associations, PG, Inc.		

It is agreed that Exclusions E. Discrimination and F. Employment Practices shall only apply to the extent that coverage is not afforded by the Underlying Insurance related to any such claim.

All other terms and conditions of your policy remain in full force and effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CHANGES – MASTER POLICY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FOLLOW FORM POLICY

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number 9	Inception Date 10/01/2025	Expiration Date 10/01/2027
Endorsement Effective 10/01/2025	Policy Number AEXL000000609	
Named Insured Community Associations, PG, Inc.		

The Policy is amended as follows:

A. The Named Insured, as shown in Item 1. of the Declarations of this Policy is amended by the following: Those members of the Community Associations PG and its Designated Members, as scheduled on their individual Evidence of Insurance & Purchasing Group Membership (hereinafter "Evidence of Insurance") issued by, and on file with, the Producer shown on the Declarations of this Policy.

B. The Policy Period, as shown in Item 3. of the Declarations of this Policy, applies to the Evidence of Insurance as follows:
Each Evidence of Insurance will have an effective date of coverage commencing within the Policy Period shown in Item 3. of the Declarations of this Policy. The Coverage Period shown on the Evidence of Insurance will in no event be longer than 18 months.

C. The Limits of Insurance, as shown in Item 5. of the Declarations of this Policy, apply individually to each Evidence of Insurance issued to a member of the Community Associations PG and Its Designated Members.

D. The following is added to III. – Policy Terms and Conditions:
It is agreed that if any exclusions, restrictions, or amendments of coverage shown on the Evidence of Insurance issued to an individual member are more restrictive than this Policy, then those exclusions, restrictions, or amendments of coverage shall be deemed to be part of this Policy.

All other terms and conditions of your policy remain in full force and effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to the Insuring Agreement of **Section I – Coverages:**

If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph **5. Cancellation** of **Section III – Conditions** is replaced by the following:

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.

b. We may cancel this Policy by mailing to you, at your last mailing address known to us, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice. If we cancel:

(1) For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.

(2) For a reason other than nonpayment of premium, we will mail the notice at least:

(a) 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.

(b) 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.

c. If this Policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The Policy was obtained through a material misrepresentation;

(3) Any insured has violated any of the terms and conditions of the Policy;

(4) The risk originally accepted has measurably increased;

(5) Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

(6) A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.

d. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.

e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

f. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. Paragraph **13. When We Do Not Renew** of **Section III – Conditions** is replaced by the following:

13. When We Do Not Renew

a. If we decide not to renew or continue this Policy, we will mail you written notice, stating the reason for nonrenewal, at least:

(1) 60 days before the end of the policy period for all policies other than that described in **a.(2);** or

(2) 30 days before the end of the policy period for all commercial excess and umbrella liability policies as defined in 215 ILL. COMP. STAT. 143.13.(h). The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to you.

b. Proof of mailing will be sufficient proof of notice.

c. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known.

d. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

e. If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

For the purposes of Paragraph **a.(2),** commercial excess and umbrella liability policies are defined in 215 ILL. COMP. STAT. 143.13.(h) as follows:

(h) "Commercial excess and umbrella liability policy" means a policy written over one or more underlying policies for an insured:

(1) that has at least 25 full-time employees at the time the commercial excess and umbrella liability policy is written and procures the insurance of any risk or risks, other than life, accident and health, and annuity contracts, as described in clauses (a) and (b) of Class 1 of Section 4 and clause (a) of Class 2 of Section 4, by use of the services of a full-time employee acting as an insurance manager or buyer; or

(2) whose aggregate annual premiums for all property and casualty insurance on all risks is at least $50,000.

