

17-0153-00
ALTASURANCE ALABAMA LLC
PO BOX 43545
BIRMINGHAM AL 35243-0545

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
517.323.1200

03-18-2022

Owners Insurance Company

SAVANNAH POINTE RESIDENTIAL
ASSOCIATION INC
2635 VALLEYDALE RD STE 200
HOOVER AL 35244-2717

| |
|--|
| You can view your policy or change your paperless options at any time online at www.auto-owners.com . |
|--|

Your agency's phone number is 205-970-2187.

RE: Policy 214617-38308471-22

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company and program may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY ALTASURANCE ALABAMA LLC
17-0153-00 MKT TERR 042 205-970-2187

INSURED SAVANNAH POINTE RESIDENTIAL
ASSOCIATION INC

ADDRESS 2635 VALLEYDALE RD STE 200
HOOVER AL 35244-2717

TAILORED PROTECTION POLICY DECLARATIONS

Reissue Effective 04-01-2022

POLICY NUMBER 214617-38308471-22

Company Use 38-46-AL-2104

Company
Bill

Policy Term

12:01 a.m. to 12:01 a.m.
04-01-2022 to 04-01-2023

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Board Of Directors

Entity: Corporation

Program: Service

Discount Applies For Affiliation With: Greater Shelby County Chamber Of Commerce

| | |
|---|-------------------|
| THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S): | PREMIUM |
| COMMERCIAL PROPERTY COVERAGE | \$1,935.00 |
| MINIMUM PROPERTY PLUS PREMIUM ADJUSTMENT (CP) | \$48.00 |
| MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP) | \$2.00 |
| COMMERCIAL GENERAL LIABILITY COVERAGE | \$2,471.00 |
| TOTAL | \$4,456.00 |
| PAID IN FULL DISCOUNT | \$425.00 |
| TOTAL POLICY PREMIUM IF PAID IN FULL | \$4,031.00 |

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

IL0017 (11-85) 55003 (07-12) 59390 (11-20)

Countersigned By: _____

Owners Ins. Co.

Issued 03-18-2022

 AGENCY ALTASURANCE ALABAMA LLC
 17-0153-00 MKT TERR 042

 Company POLICY NUMBER 214617-38308471-22
 Bill 38-46-AL-2104

INSURED SAVANNAH POINTE RESIDENTIAL

Term 04-01-2022 to 04-01-2023

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

| COVERAGE | LIMIT |
|--|---|
| ACCOUNTS RECEIVABLE | \$100,000 |
| BAILEES | \$5,000 |
| | \$2,500 PER ITEM |
| BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD | \$50,000 |
| DEBRIS REMOVAL | \$25,000 |
| ELECTRONIC DATA PROCESSING EQUIPMENT | \$25,000 |
| EMPLOYEE DISHONESTY | \$15,000 |
| FINE ARTS, COLLECTIBLES AND MEMORABILIA | \$10,000 |
| | \$2,500 PER ITEM |
| FIRE DEPARTMENT SERVICE CHARGE | \$5,000 |
| FORGERY AND ALTERATION | \$10,000 |
| MONEY AND SECURITIES INSIDE PREMISES | \$15,000 |
| MONEY AND SECURITIES OUTSIDE PREMISES | \$15,000 |
| NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY | \$500,000 FOR 90 DAYS |
| NEWLY ACQUIRED OR CONSTRUCTED PROPERTY | \$1,000,000 FOR 90 DAYS |
| ORDINANCE OR LAW | SEE COMMERCIAL PROPERTY DECLARATIONS |
| OUTDOOR PROPERTY | \$15,000 |
| TREES, SHRUBS OR PLANTS | \$1,000 PER ITEM |
| RADIO OR TELEVISION ANTENNAS | \$10,000 |
| PERSONAL EFFECTS AND PROPERTY OF OTHERS | \$15,000 |
| POLLUTANT CLEAN UP AND REMOVAL | \$25,000 |
| PROPERTY IN TRANSIT | \$25,000 |
| PROPERTY OFF PREMISES | \$25,000 |
| REFRIGERATED PRODUCTS | \$10,000 |
| SALESPERSON'S SAMPLES | \$10,000 |
| UTILITY SERVICES FAILURE | \$50,000 |
| BUSINESS INCOME/EXTRA EXPENSE | |

Owners Ins. Co.

Issued 03-18-2022

 AGENCY ALTASURANCE ALABAMA LLC
 17-0153-00 MKT TERR 042

 Company POLICY NUMBER 214617-38308471-22
 Bill 38-46-AL-2104

INSURED SAVANNAH POINTE RESIDENTIAL

Term 04-01-2022 to 04-01-2023

55198 (12-10)

STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION

| COVERAGE | LIMIT |
|--|----------|
| (\$10,000 SUBLIMIT) | |
| VALUABLE PAPERS AND RECORDS ON PREMISES | \$50,000 |
| VALUABLE PAPERS AND RECORDS OFF PREMISES | \$10,000 |
| WATER BACK-UP FROM SEWERS OR DRAINS | \$15,000 |

Forms that apply to this coverage part:

| | | | | |
|---------------|---------------|---------------|---------------|---------------|
| 64004 (12-10) | 54198 (12-10) | 54334 (12-10) | 64020 (12-10) | 54189 (12-10) |
| 54186 (12-10) | 54218 (03-13) | 54217 (07-17) | 54216 (03-13) | 54214 (03-13) |
| 54221 (12-10) | 54220 (06-00) | 54219 (12-10) | 54338 (03-13) | 54339 (03-13) |
| 64010 (12-10) | 64000 (12-10) | | | |

Coverages Provided

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0001 - BUILDING 0001**Location:** Savannah Club Drive, Calera, AL 35040**Occupied As:** Swimming Pools**Secured Interested Parties:** None**Rating Information**

Territory: 592

County: Shelby

Program: Service

Construction: N/A

Protection Class: 02

Class Code: 1190

Splcl Class Rate - Swimming Pool In The Open: 0.076

| COVERAGE | COINSURANCE | DEDUCTIBLE | LIMIT | RATE | PREMIUM |
|--------------------------------|-------------|------------|-------------------|-------|----------|
| SWIMMING POOL IN THE OPEN | | | \$50,000 | | |
| Causes of Loss | | | | | |
| Basic Group I | 100% | \$2,500 | | 0.026 | \$13.00 |
| Basic Group II | 100% | \$2,500 | | 0.049 | \$25.00 |
| Special | 100% | \$2,500 | | 0.044 | \$22.00 |
| Theft | 100% | \$2,500 | | | Included |
| OPTIONAL COVERAGE | | | | | |
| Replacement Cost | | | | | |
| Equipment Breakdown | | \$2,500 | See Form 54843 | | \$2.00 |
| Property Plus Coverage Package | | None | See 55198 (12-10) | | \$5.00 |
| Tier: Standard | | | | | |

Owners Ins. Co.

Issued 03-18-2022

 AGENCY ALTASURANCE ALABAMA LLC
 17-0153-00 MKT TERR 042

 Company POLICY NUMBER 214617-38308471-22
 Bill 38-46-AL-2104

INSURED SAVANNAH POINTE RESIDENTIAL

Term 04-01-2022 to 04-01-2023

| COVERAGE | COINSURANCE | DEDUCTIBLE | LIMIT | RATE | PREMIUM |
|------------------------------|-------------|------------|--------------------|------|----------|
| ORDINANCE OR LAW | | | | | |
| Coverage A-Undamaged Portion | | \$2,500 | Incl in Bldg Limit | | Included |
| Coverage B-Demolition | | \$2,500 | \$60,000 | | Included |
| Coverage C-Increased Cost | | \$2,500 | \$60,000 | | Included |

Forms that apply to this building:

| | | | | |
|---------------|---------------|----------------|----------------|---------------|
| 59350 (01-15) | 54835 (07-08) | IL0003 (07-02) | IL0190 (04-15) | 54859 (12-10) |
| 64224 (01-16) | 59325 (12-19) | 64329 (07-19) | CP0090 (07-88) | 64000 (12-10) |
| 64010 (12-10) | 54843 (07-19) | 64020 (12-10) | 64004 (12-10) | 59390 (11-20) |

LOCATION 0001 - BUILDING 0002**Location:** Savannah Club Drive, Calera, AL 35040**Occupied As:** Homeowners**Secured Interested Parties:** None**Rating Information**

Territory: 592

County: Shelby

Program: Service

Construction: Masonry

Protection Class: 02

Class Code: 0702

Class Rate - Building: 0.212

Class Rate - Pers Prop: 0.219

Class Rate - Furniture: 0.219

Class Rate - Fixtures: 0.219

Class Rate - Machine-Equipment: 0.212

| COVERAGE | COINSURANCE | DEDUCTIBLE | LIMIT | RATE | PREMIUM |
|---------------------------------------|-------------|------------|--------------------|-------|----------|
| BUILDING | | | \$319,300 | | |
| Causes of Loss | | | | | |
| Basic Group I | 100% | \$2,500 | | 0.071 | \$227.00 |
| Basic Group II | 100% | \$2,500 | | 0.180 | \$575.00 |
| Special | 100% | \$2,500 | | 0.033 | \$105.00 |
| Theft | 100% | \$2,500 | | | Included |
| OPTIONAL COVERAGE | | | | | |
| Inflation Guard Factor Building 1.138 | | | | | |
| Replacement Cost | | | | | |
| Equipment Breakdown | | \$2,500 | See Form 54843 | | \$25.00 |
| Property Plus Coverage Package | | None | See 55198 (12-10) | | \$73.00 |
| Tier: Standard | | | | | |
| ORDINANCE OR LAW | | | | | |
| Coverage A-Undamaged Portion | | \$2,500 | Incl in Bldg Limit | | Included |
| Coverage B-Demolition | | \$2,500 | \$60,000 | | Included |
| Coverage C-Increased Cost | | \$2,500 | \$60,000 | | Included |

Owners Ins. Co.

Issued 03-18-2022

 AGENCY ALTASURANCE ALABAMA LLC
 17-0153-00 MKT TERR 042

 Company POLICY NUMBER 214617-38308471-22
 Bill 38-46-AL-2104

INSURED SAVANNAH POINTE RESIDENTIAL

Term 04-01-2022 to 04-01-2023

| COVERAGE | COINSURANCE | DEDUCTIBLE | LIMIT | RATE | PREMIUM |
|--|-------------|------------|-------------------|-------|----------|
| LEGAL LIABILITY-REAL | | | \$125,000 | | |
| Causes of Loss | | | | | |
| Basic Group I | | \$0 | | 0.026 | \$33.00 |
| Basic Group II | | \$0 | | 0.067 | \$84.00 |
| Special | | \$0 | | 0.013 | \$17.00 |
| Theft | 0% | \$0 | | | Included |
| OPTIONAL COVERAGE | | | | | |
| Equipment Breakdown | | \$0 | See Form 54843 | | \$3.00 |
| PERSONAL PROPERTY | | | \$30,000 | | |
| Causes of Loss | | | | | |
| Basic Group I | 100% | \$2,500 | | 0.109 | \$33.00 |
| Basic Group II | 100% | \$2,500 | | 0.072 | \$22.00 |
| Special | 100% | \$2,500 | | 0.144 | \$43.00 |
| Theft | 100% | \$2,500 | | | Included |
| OPTIONAL COVERAGE | | | | | |
| Replacement Cost | | | | | |
| Inflation Guard Factor Personal Property 1.053 | | | | | |
| Equipment Breakdown | | \$2,500 | See Form 54843 | | \$3.00 |
| Property Plus Coverage Package | | None | See 55198 (12-10) | | \$8.00 |
| Tier: Standard | | | | | |
| ORDINANCE OR LAW | | | | | |
| Coverage D-Tenant's I&B | | \$2,500 | \$60,000 | | Included |
| FURNITURE | | | \$25,250 | | |
| Causes of Loss | | | | | |
| Basic Group I | 100% | \$2,500 | | 0.113 | \$29.00 |
| Basic Group II | 100% | \$2,500 | | 0.074 | \$19.00 |
| Special | 100% | \$2,500 | | 0.155 | \$39.00 |
| Theft | 100% | \$2,500 | | | Included |
| OPTIONAL COVERAGE | | | | | |
| Replacement Cost | | | | | |
| Inflation Guard Factor Personal Property 1.053 | | | | | |
| Equipment Breakdown | | \$2,500 | See Form 54843 | | \$2.00 |
| Property Plus Coverage Package | | None | See 55198 (12-10) | | \$7.00 |
| Tier: Standard | | | | | |
| ORDINANCE OR LAW | | | | | |
| Coverage D-Tenant's I&B | | \$2,500 | \$60,000 | | Included |
| FIXTURES | | | \$30,300 | | |
| Causes of Loss | | | | | |
| Basic Group I | 100% | \$2,500 | | 0.109 | \$33.00 |
| Basic Group II | 100% | \$2,500 | | 0.072 | \$22.00 |
| Special | 100% | \$2,500 | | 0.144 | \$44.00 |
| Theft | 100% | \$2,500 | | | Included |

Owners Ins. Co.

Issued 03-18-2022

 AGENCY ALTASURANCE ALABAMA LLC
 17-0153-00 MKT TERR 042

 Company POLICY NUMBER 214617-38308471-22
 Bill 38-46-AL-2104

INSURED SAVANNAH POINTE RESIDENTIAL

Term 04-01-2022 to 04-01-2023

| COVERAGE | COINSURANCE | DEDUCTIBLE | LIMIT | RATE | PREMIUM |
|--|-------------|------------|-------------------|-------|----------|
| OPTIONAL COVERAGE | | | | | |
| Replacement Cost | | | | | |
| Inflation Guard Factor Personal Property 1.053 | | | | | |
| Equipment Breakdown | | \$2,500 | See Form 54843 | | \$3.00 |
| Property Plus Coverage Package | | None | See 55198 (12-10) | | \$8.00 |
| Tier: Standard | | | | | |
| ORDINANCE OR LAW | | | | | |
| Coverage D-Tenant's I&B | | \$2,500 | \$60,000 | | Included |
| MACHINE-EQUIPMENT | | | \$10,000 | | |
| Causes of Loss | | | | | |
| Basic Group I | 100% | \$2,500 | | 0.071 | \$7.00 |
| Basic Group II | 100% | \$2,500 | | 0.180 | \$18.00 |
| Special | 100% | \$2,500 | | 0.033 | \$3.00 |
| Theft | 100% | \$2,500 | | | Included |
| OPTIONAL COVERAGE | | | | | |
| Replacement Cost | | | | | |
| Equipment Breakdown | | \$2,500 | See Form 54843 | | \$1.00 |
| ORDINANCE OR LAW | | | | | |
| Coverage D-Tenant's I&B | | \$2,500 | \$10,000 | | Included |

Forms that apply to this building:

| | | | | |
|---------------|---------------|----------------|----------------|---------------|
| 59350 (01-15) | 54835 (07-08) | IL0003 (07-02) | IL0190 (04-15) | 54859 (12-10) |
| 64224 (01-16) | 59325 (12-19) | 64329 (07-19) | CP0090 (07-88) | 64000 (12-10) |
| 64013 (12-10) | 64010 (12-10) | 54843 (07-19) | 64020 (12-10) | 64004 (12-10) |
| 64007 (12-10) | 59390 (11-20) | | | |

LOCATION 0001 - BUILDING 0003**Location:** Savannah Club Drive, Calera, AL 35040**Occupied As:** 3 Brick/Masonry Sign**Secured Interested Parties:** None**Rating Information**

Territory: 592

County: Shelby

Program: Service

Construction: N/A

Protection Class: 02

Class Code: 1190

Spcl Class Rate - Outdoor Signs: 0.810

Owners Ins. Co.

Issued 03-18-2022

 AGENCY ALTASURANCE ALABAMA LLC
 17-0153-00 MKT TERR 042

 Company POLICY NUMBER 214617-38308471-22
 Bill 38-46-AL-2104

INSURED SAVANNAH POINTE RESIDENTIAL

Term 04-01-2022 to 04-01-2023

| COVERAGE | COINSURANCE | DEDUCTIBLE | LIMIT | RATE | PREMIUM |
|--------------------------------|-------------|------------|--------------------|-------|----------|
| OUTDOOR SIGNS | | | \$35,000 | | |
| Causes of Loss | | | | | |
| Basic Group I | 80% | \$2,500 | | 0.301 | \$90.00 |
| Basic Group II | 80% | \$2,500 | | 0.741 | \$222.00 |
| Special | 80% | \$2,500 | | 0.049 | \$15.00 |
| Theft | 80% | \$2,500 | | | Included |
| OPTIONAL COVERAGE | | | | | |
| Replacement Cost | | | | | |
| Equipment Breakdown | | \$2,500 | See Form 54843 | | \$9.00 |
| Property Plus Coverage Package | | None | See 55198 (12-10) | | \$26.00 |
| Tier: Standard | | | | | |
| ORDINANCE OR LAW | | | | | |
| Coverage A-Undamaged Portion | | \$2,500 | Incl in Bldg Limit | | Included |
| Coverage B-Demolition | | \$2,500 | \$60,000 | | Included |
| Coverage C-Increased Cost | | \$2,500 | \$60,000 | | Included |

Forms that apply to this building:

| | | | | |
|----------------|---------------|----------------|----------------|---------------|
| 59350 (01-15) | 54835 (07-08) | IL0003 (07-02) | IL0190 (04-15) | 54859 (12-10) |
| 64224 (01-16) | 59325 (12-19) | 64329 (07-19) | CP0090 (07-88) | 64000 (12-10) |
| CP1440 (06-07) | 64010 (12-10) | 54843 (07-19) | 64020 (12-10) | 64004 (12-10) |
| 59390 (11-20) | | | | |

| COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY | PREMIUM |
|--|-------------------|
| TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390 | \$20.00 |
| LOCATION 0001 | \$1,935.00 |

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

| COVERAGE | LIMITS OF INSURANCE |
|---|----------------------------|
| General Aggregate | \$2,000,000 |
| (Other Than Products-Completed Operations) | |
| Products-Completed Operations Aggregate | \$2,000,000 |
| Personal And Advertising Injury | \$2,000,000 |
| Each Occurrence | \$2,000,000 |
| Assn Directors/Officers Errors and Omissions Agg | \$2,000,000 |
| Assn Directors/Officers Errors and Omissions Occ | \$2,000,000 |
| COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT | |
| Damage to Premises Rented to You | \$300,000 Any One Premises |
| (Fire, Lightning, Explosion, Smoke or Water Damage) | |

Owners Ins. Co.

Issued 03-18-2022

 AGENCY ALTASURANCE ALABAMA LLC
 17-0153-00 MKT TERR 042

 Company POLICY NUMBER 214617-38308471-22
 Bill 38-46-AL-2104

INSURED SAVANNAH POINTE RESIDENTIAL

Term 04-01-2022 to 04-01-2023

| COVERAGE | LIMITS OF INSURANCE |
|--|-----------------------------|
| Medical Payments | \$10,000 Any One Person |
| Hired Auto & Non-Owned Auto | \$2,000,000 Each Occurrence |
| Expanded Coverage Details See Form: | |
| Extended Watercraft | |
| Personal Injury Extension | |
| Broadened Supplementary Payments | |
| Broadened Knowledge Of Occurrence | |
| Additional Products-Completed Operations Aggregate | |
| Blanket Additional Insured - Lessor of Leased Equipment | |
| Blanket Additional Insured - Managers or Lessors of Premises | |
| Newly Formed or Acquired Organizations Extension | |
| Blanket Waiver of Subrogation | |

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

| | | | | |
|----------------|----------------|----------------|----------------|----------------|
| 59350 (01-15) | 55405 (07-08) | 55146 (06-04) | CG2106 (05-14) | 55091 (05-17) |
| 55010 (05-17) | 55084 (06-04) | IL0021 (07-02) | 59325 (12-19) | CG0001 (04-13) |
| 55513 (05-17) | IL0017 (11-85) | 55029 (05-17) | CG2196 (03-05) | CG2132 (05-09) |
| CG2147 (12-07) | 55885 (05-17) | CG2011 (04-13) | 59390 (11-20) | |

LOCATION 0001 - BUILDING 0001**Location:** Savannah Club Drive, Calera, AL 35040**Territory:** 011**County:** Shelby

| CLASSIFICATION | CODE | SUBLINE | PREMIUM BASIS | RATE | PREMIUM |
|---|-------|-------------------------|--------------------------|-------------------------|---------------------|
| Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium | 00501 | Prem/Op | Prem/Op Prem Included | Included | Included |
| Assn Directors/Officers Errors And Omissions | 00811 | Professional | Flat Charge 467 | | \$1,185.00 |
| Homeowners &/Or Mobile Homeowners Association - No Buildings Or Premises Owned Or Leased Except For Office Purposes. (For-Profit) | 41669 | Prem/Op Prod/Comp Op | Members 467 467 | Each 1 1.532 .175 | \$715.00 \$82.00 |
| Swimming Pools Noc | 48925 | Prem/Op Prod/Comp Op | Pools 1 1 | 395.931 44.007 | \$396.00 \$44.00 |
| Additional Interests | 49950 | | | | |
| Managers/Lessors Of Premises | | | | | |
| 1. Mega Agent Rental | | Prem/Op | Flat Charge | | \$25.00 |

Owners Ins. Co.

Issued 03-18-2022

AGENCY ALTASURANCE ALABAMA LLC
17-0153-00 MKT TERR 042Company POLICY NUMBER 214617-38308471-22
Bill 38-46-AL-2104

INSURED SAVANNAH POINTE RESIDENTIAL

Term 04-01-2022 to 04-01-2023

| COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY | | PREMIUM |
|---|--|-------------------|
| TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390 | | \$24.00 |
| LOCATION 0001 | | \$2,471.00 |

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

SAVANNAH CLUB DR., CALERA, AL

Name Of Person(s) Or Organization(s) (Additional Insured):

MEGA AGENT RENTAL MANAGEMENT LLC

Additional Premium: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA PROCESSING EQUIPMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 CAUSES OF LOSS - SPECIAL FORM

A. COVERAGE, 4. Additional Coverages is amended.
 The following Additional Coverage is added.

Electronic Data Processing Equipment

a. Covered Property

We will pay for:

- (1) Direct physical loss of or damage to electronic equipment, component parts of such equipment, "media" and air conditioning equipment necessary for the operation of the electronic equipment:
 - (a) Which you own or which is in your care, custody or control; and
 - (b) While located at the premises described in the Declarations. This provision (b) does not apply to "laptop computers"; and
 - (c) Caused by or resulting from any Covered Cause of Loss.
- (2) Your costs to research, replace or restore "electronic data" contained on damaged "media" because such "electronic data" has been destroyed or corrupted.

b. Exclusions

B. EXCLUSIONS of the CAUSES OF LOSS - SPECIAL FORM is amended. The following exclusions are added for purposes of this Additional Coverage only.

- (1) "Electrical disturbance" unless caused by lightning.
- (2) Loss or damage caused by:
 - (a) Data processing "media" failure; or
 - (b) Breakdown or malfunction of the data processing equipment and component parts while the "media" is being run through the system. We will cover loss, damage or expense caused directly by ensuing fire or explosion.
- (3) Actual work upon, installation or testing of Covered Property. We will cover loss, caused by ensuing fire or explosion.

- (4) "Mechanical breakdown". We will cover loss, damage or expense caused directly by lightning or by ensuing fire or explosion.
- (5) Faulty construction or error in design of the Covered Property. We will cover loss, damage or expense caused directly by ensuing fire or explosion.
- (6) Delay or loss of market.
- (7) Breakage, marring, scratching, tearing or denting of any "laptop computer", unless caused by:
 - (a) fire or lightning;
 - (b) aircraft;
 - (c) theft or attempted theft;
 - (d) windstorm or hail;
 - (e) earthquake;
 - (f) flood;
 - (g) explosion;
 - (h) vandalism or malicious mischief; or
 - (i) collision, derailment or overturn of a transporting conveyance.

c. Limit of Insurance

- (1) Our payment for electronic equipment, component parts of such equipment and air conditioning equipment necessary for the operation of such electronic equipment shall not exceed the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.
- (2) Our payment for "media" shall not exceed the smallest of the following:
 - (a) The actual cost to repair, replace or reproduce the "media", including your costs to research, replace or restore information;
 - (b) If the "media" is not repaired, replaced or reproduced, the value of blank "media"; or
 - (c) The Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

The Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT is the total limit of our liability for loss or damage to all Covered Property in any one occurrence at one location. With respect to Covered Property you do not own, we will pay no more than the amount for which you are legally liable.

The Additional Condition, Coinsurance, does not apply to this Additional Coverage.

d. Coverage Extensions

The following extensions apply only to this endorsement.

(1) Property At Newly Acquired Or Temporary Locations

(a) You may extend the coverage provided under **a. Covered Property**, to apply to property:

- 1) At any location you acquire; or
- 2) At any temporary location, other than fairs or exhibitions, you acquire within the territorial limits and intended for similar occupancy or warehousing purposes for the business described in the Declarations.

The most we will pay for loss or damage under this extension is the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

(b) This coverage extension will end when any of the following first occurs:

- 1) Sixty (60) days from your acquisition or use of such property;
- 2) On the date values at such locations are reported to us; or
- 3) On the expiration date of the policy.

(2) Newly Acquired Property

(a) You may extend the coverage provided under **a. Covered Property**, to apply to property which you newly acquire, of the same type as the property covered at the described premises.

The most we will pay for loss or damage under this extension is the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

(b) This coverage extension will end when any of the following first occurs:

- 1) Sixty (60) days from your acquisition or use of such property;
- 2) On the date values of such property are reported to us; or
- 3) On the expiration date of the policy.

Each of these extensions is additional insurance.

e. The following Additional Coverages apply only to this endorsement.

(1) Transportation

(a) You may apply up to \$10,000, for any one occurrence for loss of or damage to property caused by:

- 1) Fire; lightning; explosion; smoke; riot and civil commotion; and vandalism and malicious mischief;
- 2) The overturning, upset, or collision of the vehicle transporting the insured property, with another vehicle or object other than the road bed; or
- 3) Theft of an entire shipping bale, case or package from a vehicle:
 - a) While such property is in a fully enclosed and securely locked body or compartment; and
 - b) Theft results from forcible entry, evidenced by visible marks

which occurs during transportation by motor vehicles you own, lease or operate.

(b) We do not cover under this extension property held as samples, held for rental or sale or that you rent to others while in the care, custody or control of salespersons.

(2) Business Income and Extra Expense

(a) Business Income

1) Subject to the Limit of Insurance provisions of this Additional Coverage, we will pay for the actual loss of Business Income you sustain as a direct result of the necessary "suspension" of your "operations" during the "period of restoration" caused by accidental direct physical loss of or damage to:

- a) The electronic equipment or "media" covered by this Additional Coverage;
- b) The building housing the electronic equipment or "media" that prevents access to and use of the electronic equipment or "media"; or
- c) The air conditioning or electrical systems that are required to operate the electronic equipment, provided such damage or destruction is inside the building or outside within 1,000 feet of the building caused by the perils insured against and subject to **b. Exclusions**.

2) We will also pay expenses you incur to reduce the covered loss. We will not pay for expenses:

- a) You incur to extinguish a fire; or

- b) That exceed the amount by which the covered loss is reduced.
- 3) Business Income means the:
 - a) Net income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b) Continuing normal operating expenses incurred, including payroll.
- (b) **Extra Expense**
 - 1) Subject to the Limit of Insurance provisions of this Additional Coverage, we will pay necessary Extra Expense, other than loss of Business Income, you incur to continue "normal" operations of your business following accidental direct physical loss of or damage to:
 - a) The electronic equipment or "media" covered by this Additional Coverage;
 - b) The building housing the electronic equipment or "media" that prevents access to and use of the equipment or "media"; or
 - c) The air conditioning or electrical systems that are required to operate the electronic equipment, provided such damage or destruction is inside the building or outside within 1,000 feet of the building caused by the perils insured against and subject to **b. Exclusions**. You must resume normal operation of your business as soon as practical.
 - 2) a) We will also cover the cost to repair, replace or restore:
 - i. Books of account, abstracts, drawings;
 - ii. Card index systems; or
 - iii. Other records or data such as film, tape, disks, drum, cell or other magnetic storage or recording "media" for electronic data processing that have been damaged or destroyed by perils we insure against.
 - b) Such cost must:
 - i. Exceed the normal cost for such repair, replacement or restoration; and
 - ii. Be incurred to reduce loss under this endorsement.
 - 3) Extra Expense means expense incurred:
 - a) To avoid or minimize the "suspension" of business and continue "operations":

- i. At the described premises; or
 - ii. At replacement premises or at temporary locations, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations.
 - b) To minimize the suspension of business if you cannot continue "operations".
 - c) i. To repair or replace any Covered Property; or
 - ii. To research, replace or restore the lost information on damaged valuable papers and records to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.
- (c) **Coverage Extension - Civil Authority**
 In this Coverage Extension - Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations.
 When a Covered Cause of Loss causes damage to property other than property at the described premises, you may extend your Business Income and Extra Expense Coverages to apply to the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
- 1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
 - 2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.
- Civil Authority Coverage for Business Income and Extra Expense will begin immediately following the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which coverage began.

(d) Exclusions

The following exclusions apply to the Business Income and Extra Expense provided by this Additional Coverage only and are in addition to those contained in **b**.

Exclusions.

- 1) We will not be liable for any increase in loss of Business Income or Extra Expense caused by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
 - a) Enforcement of any ordinance or law regulating construction, repair or demolition of buildings or structures;
 - b) Interference at the described premises by strikers or other persons with:
 - i. Rebuilding, repairing or replacing the property; or
 - ii. Resumption or continuation of business; or
 - c) The suspension, lapse, or cancellation of any lease, license, contract or order beyond the "period of restoration".
- 2) We will not cover loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
 - a) Theft of any property, which is not an integral part of a building or structure at the time of loss. We will cover direct loss that ensues from a peril not excluded in this policy. We will cover direct loss by pillage and looting which occurs during and at the immediate place of riot or civil commotion.
 - b) Any other consequential or remote loss.

(e) Limit of Insurance

- 1) Business Income
Subject to **(e) Limit of Insurance**, Paragraph **3**), we will pay only for loss of your Business Income that occurs during the "period of restoration", but not exceeding twelve (12) consecutive months after the date of accidental direct physical loss of or damage to Covered Property, resulting from a Covered Cause of Loss.

2) Extra Expense

Subject to **(e) Limit of Insurance**, Paragraph **3**), we will pay for necessary Extra Expense during the "period of restoration" starting with the date of damage or destruction. Payments under this coverage shall not be limited by the expiration of the policy.

- 3) Our total payment for both Business Income and Extra Expense for any one occurrence shall not exceed \$100,000.

(f) Loss Determination

- 1) The amount of Business Income loss will be determined based on:
 - a) The Net Income of the business before the direct physical loss or damage occurred;
 - b) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - d) Other relevant sources of information, including:
 - i. Your financial records and accounting procedures;
 - ii. Bills, invoices and other vouchers; and
 - iii. Deeds, liens or contracts.
- 2) The amount of Extra Expense will be determined based on:
 - a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - i. The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
 - ii. Any Extra Expense that is paid for by other insurance, except

for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

- b) All necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

3) Resumption Of Operations

We will reduce the amount of your:

- a) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - b) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- 4) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(g) Loss Payment - Business Income and Extra Expense

We will pay for covered loss within thirty (30) days after we receive the sworn proof of loss, if:

- 1) You have complied with all of the terms of this endorsement; and
- 2) a) We have reached agreement with you on the amount of loss; or
- b) An appraisal award has been made.

f. Definitions

H. DEFINITIONS is amended. The following definitions are added for purposes of this Additional Coverage only.

- (1) "Electrical Disturbance" means electrical or magnetic damage, disturbance or erasure of electronic recordings.
- (2) "Laptop Computer" means portable data collectors, notebook (laptop) computers, subnotebook computers, palmtop computers, handheld

computers, tablet computers, credit card readers and portable or any similar computer. Laptop computer does not mean cellular phone, wireless phone or pager.

- (3) "Mechanical Breakdown" means component failure or mechanical malfunction, breakdown or failure.
- (4) "Media" means materials on which information is recorded such as film, magnetic tape, paper tape, disks, drums, and cards. Media includes computer software.
- (5) "Normal" means the condition that would have existed had no loss occurred.
- (6) "Operations" means your business activities occurring at the described premises.
- (7) "Period of Restoration":
 - (a) Means the period of time that:
 - 1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - 2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
 - (b) Does not include any increased period required resulting from the enforcement of any law that:
 - 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - 2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
 - (c) The expiration date of this policy will not shorten or cause the "period of restoration" to terminate.
- (8) "Suspension" means:
 - (a) The slowdown or cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

All other policy terms and conditions apply.

54835 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Applicability Of This Endorsement

- 1. The provisions of this endorsement will apply if and when one of the following situations occurs:**
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or**
 - b. The Program is renewed, extended or otherwise continued in effect:**
 - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and**
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.**
- 2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".**

- 3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.**

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks. "Terrorism" means activities against persons, organizations or property of any nature:**

- 1. That involve the following or preparation for the following:**
 - a. Use or threat of force or violence; or**
 - b. Commission or threat of a dangerous act; or**
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and**

2. When one or both of the following applies:

- a.** The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
- b.** It appears that the intent is to intimidate or coerce a government or the civilian population or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:**Exclusion Of "Terrorism"**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
- 3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

**COMMERCIAL PROPERTY
CP 14 40 06 07****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OUTDOOR SIGNS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

| | | | |
|--------------------------------|---|--------------------------------|--|
| Premises Number: | | Building Number: | |
| Description Of Sign: | | | |
| Construction Of Sign: | <input type="checkbox"/> Entirely Metal | <input type="checkbox"/> Other | |
| Limit Of Insurance: | \$ | | |
| Coinsurance Percentage: | % | | |
| Additional Premium: | \$ | | |
| Premises Number: | | Building Number: | |
| Description Of Sign: | | | |
| Construction Of Sign: | <input type="checkbox"/> Entirely Metal | <input type="checkbox"/> Other | |
| Limit Of Insurance: | \$ | | |
| Coinsurance Percentage: | % | | |
| Additional Premium: | \$ | | |

| | | | |
|--|--|-------------------------|--|
| Premises Number: | | Building Number: | |
| Description Of Sign: | | | |
| Construction Of Sign: | <input type="checkbox"/> Entirely Metal <input type="checkbox"/> Other | | |
| Limit Of Insurance: | \$ | | |
| Coinsurance Percentage: | % | | |
| Additional Premium: | \$ | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | |

With respect to the outdoor signs described in the Schedule, the provision in the Limits Of Insurance section which pertains to signs does not apply. The limit applicable to each sign is shown in the Schedule. The limit applicable to each sign is the most we will pay for loss or damage to the sign in any one occurrence.

55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
 - b. The Program is renewed, extended or otherwise continued in effect:
 - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
AND
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
 - a. the Secretary of Homeland Security; and
 - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any 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 (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been 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.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

17-0153-00
ALTASURANCE ALABAMA LLC
PO BOX 43545
BIRMINGHAM AL 35243-0545

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
517.323.1200

03-28-2022

Owners Insurance Company

SAVANNAH POINTE RESIDENTIAL
ASSOCIATION INC
2635 VALLEYDALE RD STE 200
HOOVER AL 35244-2717

You can view your policy or change your paperless options at
any time online at www.auto-owners.com.

Your agency's phone number is 205-970-2187.

RE: Policy 214617-38308471-22

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company and program may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

***** IMPORTANT NOTICE *****
AUTO-OWNERS CYBER LIABILITY eRISK HUB®

Dear Policyholder,

Cyber Liability policyholders receive complimentary access to the Auto-Owners Cyber Liability eRisk Hub®. The Auto-Owners Cyber Liability eRisk Hub® is a website that contains information and technical resources to assist you in developing a cyber event response plan, providing information technology and data privacy training for your employees, and implementing cyber security and data privacy protections. Planning for a cyber or privacy event will help your company respond more efficiently in the event you suffer a cyber attack or data compromise, reducing the amount of time and cost associated with remediation.

Key Features of the Auto-Owners Cyber Liability eRisk Hub® Portal include:

- Online Training Modules
- Risk Management Tools
- News Center
- Learning Center
- eRisk Resources
- Incident Response Plan Roadmap

To access the Auto-Owners eRisk Hub®, visit www.eriskhub.com/auto-owners and enter access code 12116-771 on the registration page.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY ALTASURANCE ALABAMA LLC
17-0153-00 MKT TERR 042 205-970-2187

INSURED SAVANNAH POINTE RESIDENTIAL
ASSOCIATION INC

ADDRESS 2635 VALLEYDALE RD STE 200
HOOVER AL 35244-2717

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 04-01-2022

POLICY NUMBER 214617-38308471-22

Company Use 38-46-AL-2104

Company
Bill

| Policy Term | | |
|-------------|----|------------|
| 12:01 a.m. | to | 12:01 a.m. |
| 04-01-2022 | | 04-01-2023 |

Description of Change

--COMMERCIAL GENERAL LIABILITY COVERAGE PART IS AMENDED AS FOLLOWS--
ADDED CYBER LIABILITY COVERAGE -
50,000 LIMIT - RECEIPTS OF 241,000 - TIER 2

Transaction Number: 003

Endorsement Premium:

\$260.00
ADDITIONAL

(THIS IS NOT A BILL)

55661 (5-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES - NONRENEWAL

This endorsement modifies insurance provided under the following:

CYBER LIABILITY COVERAGE PART

MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART

Common Policy Conditions is amended. The following condition is added.

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations at

their last address known to us. This notice shall be mailed or delivered at least 30 days prior to the expiration of this policy.

All other policy terms and conditions apply.

55581 (5-16)

CYBER LIABILITY COVERAGE FORM

**INSURING AGREEMENTS A AND B PROVIDE COVERAGE
ON A CLAIMS-MADE AND REPORTED BASIS AND DEFENSE EXPENSES
ARE PAYABLE WITHIN THE LIMITS OF INSURANCE.
PLEASE READ THIS ENTIRE FORM CAREFULLY.**

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

For purposes of this Coverage Form only the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Form. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION IV - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IX - DEFINITIONS**.

The descriptions in the headings of this Coverage Form and all applicable endorsements are solely for convenience and form no part of the terms and conditions of coverage.

SECTION I - INSURING AGREEMENTS

THIRD PARTY LIABILITY INSURING AGREEMENTS

1. a. Insuring Agreement A - Information Risk Liability And Communication Incident Liability

We will pay:

- (1) Those sums that the insured becomes legally obligated to pay as "damages"; and
- (2) "Defense expenses" because of an "information risk incident" or a "communication incident" to which this insurance applies.

b. Insuring Agreement B - Privacy Administrative Awards; Payment Card Industry Data Security Standards (PCI DSS) Assessments

(1) Privacy Administrative Awards

We will pay:

- (a) Those sums that the insured becomes legally obligated to pay as "privacy administrative awards"; and
- (b) "Defense expenses" because of a "privacy administrative claim" resulting from a violation of a "privacy regulation" to which this insurance applies.

(2) PCI DSS Assessments

We will pay:

- (a) Those sums that the insured becomes legally obligated to pay as a "PCI DSS assessment"; and

(b) "Defense expenses"

resulting from an "information risk incident" to which this insurance applies.

We will have the right and duty to defend the insured against any "suit" seeking "damages" under **Insuring Agreement A** because of an "information risk incident" or "communication incident". We will have the right and duty to defend the insured against any "privacy administrative claim" under **Insuring Agreement B**.

- 2. We may investigate and settle any "information risk incident", "communication incident" or "privacy administrative claim", however:
 - a. The amount we will pay for "damages", "privacy administrative awards", "PCI DSS assessments" or for "defense expenses" is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
 - b. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of "damages" and "defense expenses" under **Insuring Agreement A**, or "privacy administrative awards", "PCI DSS assessments" and "defense expenses" under **Insuring Agreement B**.
- 3. **Insuring Agreements A and B** apply to "claims" and "privacy administrative claims" first made against the insured during the "coverage period" or any applicable Extended Reporting Period if the

"claims" arise out of an "information risk incident", "communication incident" or violation of a "privacy regulation" that takes place:

- a. On or after the retroactive date, if any, shown in the Declarations; or
 - b. On or after the effective date of this Coverage Form; and
 - c. Before the end of the "coverage period".
4. We will deem each "information risk incident", "communication incident" or violation of a "privacy regulation" in a series of related incidents arising out of or in any way involving the same or related facts, circumstances, transactions or events to have been committed or taken place on the date the first of those "information risk incidents", "communication incidents" or violations of a "privacy regulation" were committed or took place.
- "Claims" for "information risk incidents", "communication incidents" or violations of a "privacy regulation" must be reported in writing to us during the "coverage period" or any applicable Extended Reporting Period we provide under **SECTION VII - EXTENDED REPORTING PERIODS** if such "information risk incidents", "communication incidents" or violations of a "privacy regulation":
- a. Take place within the "coverage territory"; and
 - b. Take place on or after the retroactive date, if any, shown in the Declarations and before the end of the "coverage period".
5. A "claim" or "privacy administrative claim" arising out of "information risk incidents", "communication incidents" or violation of "privacy regulations" received by any insured during the "coverage period" and reported to us within thirty (30) days after the end of the "coverage period" will be deemed to have been reported within the "coverage period". However, coverage does not apply to any "claim" or "suit" reported to us within this thirty (30) day period which are covered under any subsequent insurance or that would be covered under any other insurance but for the exhaustion of insurance applicable to such "claim" or "suit".

FIRST PARTY INSURING AGREEMENTS

1. Insuring Agreement C - Data Loss Expenses

We will pay "data loss expenses" to respond to and remediate an "information risk incident" that takes place during the "coverage period" and within the "coverage territory".

2. Insuring Agreement D - Personal Identity Recovery Expense

We will pay "personal identity recovery expenses" if there has been a "personal identity theft" that takes place during the "coverage period" and within the "coverage territory".

3. Insuring Agreement E - Business Income And Extra Expense

In the event of a necessary "suspension" of your "operations" caused by an "information risk incident" that takes place during the "coverage period" and within the "coverage territory", we will pay:

- a. The actual loss of "Business Income" you sustain during the "period of restoration".
- b. "Extra Expense" coverage if "Business Income" is payable under **a.** above. We will pay "Extra Expense" under this Coverage Form to:
 - (1) Avoid or minimize the "suspension" of your business and to continue your "operations"; or
 - (2) Minimize the "suspension" of your business if you cannot continue your "operations".
 We will only pay for "Extra Expense" after the date the "suspension" first began. Such expenses are included in and not in addition to the Business Income Limit of Insurance.
- c. Coverage for "Business Income" and "Extra Expense" will begin immediately unless a waiting period is shown in the Declarations. If a waiting period is shown in the Declarations, then coverage under **Insuring Agreement E** begins after the time shown as the waiting period.

Insuring Agreements C, D and E apply to "information risk incidents" or "personal identity thefts" that take place on or after the effective date of this Coverage Form; and before the end of the "coverage period". We will deem each "information risk incident" or "personal identity theft" in a series of related incidents or "thefts" arising out of or in any way involving the same or related facts, circumstances, transactions or events to have been committed or taken place on the date the first of those "information risk incidents" or "personal identity thefts" were committed or took place.

4. Insuring Agreement F - Computer And Funds Transfer Fraud

- a. (1) We will pay for loss you sustain resulting directly from a fraudulent:
 - (a) Entry of "electronic data" into; or
 - (b) Change of "electronic data" within any "computer system" owned, leased or operated by you.
 This includes any entry or change made by an "employee" acting in good faith on a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Coverage Form.
- (2) However, we will only pay for such loss if such fraudulent entry or fraudulent change causes:

(a) "Money", "securities" or "other property" to be transferred, paid, deleted or delivered from your account at a "financial institution" or causes such account to be deleted; or

(b) Loss of or damage to manuscripts, drawings or records of any kind, the cost of reconstructing them or reproducing any information contained in them. The most we pay for any one "occurrence" is \$5,000. Such payments are included in and not in addition to the Limit of Insurance shown in the Declarations for **Insuring Agreement F**.

b. We will pay for loss you sustain resulting directly from a "fraudulent instruction".

c. (1) The insurance provided in this **Insuring Agreement F** is applicable only to acts committed or events occurring within the "coverage territory". **Insuring Agreement F** applies only to an "occurrence" of loss caused by a fraudulent entry, fraudulent change or "fraudulent instruction" that takes place:

(a) On or after the effective date of this Coverage Form; and

(b) Before the end of the "coverage period".

(2) We will deem all:

(a) Such entries, changes or "fraudulent instructions" in a series of related entries, changes or "fraudulent instructions"; and

(b) "Occurrences" of loss arising out of or in any way involving the same or related facts, circumstances, transactions or events to have been committed or taken place on the date the first of those "occurrences" of loss, entries, changes or instructions were committed or took place.

5. **Insuring Agreement G - Telecommunications Theft Expense**

We will pay "telecommunications theft expense" incurred by or on behalf of the insured because of "telecommunications theft" that takes place during the "coverage period" and within the "coverage territory". We will deem all "telecommunications thefts" arising out of or in any way involving the same or related facts, circumstances, transactions or events to have taken place on the date the first "telecommunications theft" took place.

6. **Insuring Agreement H - Extortion Payments and Rewards**

We will pay "extortion payments and rewards" incurred by or on behalf of the insured because of "extortion" that takes place during the "coverage period" and within the "coverage territory". We will deem all "extortions" arising out of or in any way involving the

same or related facts, circumstances, transactions or events to have taken place on the date the first "extortion" took place.

7. **Insuring Agreement I - Fraudulent Impersonation**

a. We will pay for loss you sustain resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by:

(1) An "employee", or any of your partners, "members", "managers", officers, directors or trustees, or you; or

(2) Your "customer" or "vendor" but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the person in Paragraph (1) above, "customer" or "vendor".

b. (1) The insurance provided in this **Insuring Agreement I** is applicable only to acts committed or events occurring within the "coverage territory". **Insuring Agreement I** applies only to loss caused by "transfer instructions" that take place:

(a) On or after the effective date of this Coverage Form; and

(b) Before the end of the "coverage period".

(2) We will deem all "transfer instructions" in a series of related "transfer instructions" arising out of or in any way involving the same or related transactions to have been committed or taken place on the date the first of those instructions were committed or took place.

SECTION II - EXCLUSIONS

1. Exclusions applicable to all **Insuring Agreements**: This insurance does not apply to any "damages", "defense expenses", "claims" including "suits" or "privacy administrative claims" arising out of or in any way related to:

a. **Advertising Injury**
"Advertising injury".

b. **Bodily Injury**
"Bodily injury", including "bodily injury" to an "employee", and any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law.

c. **Contractual Liability**
An insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" an insured would have in the absence of such contract, agreement or a "PCI DSS assessment".

d. **Costs To Upgrade**
Costs to upgrade or improve your "computer system", network or website regardless of the reason.

e. Criminal Acts

Any criminal, dishonest, malicious or fraudulent act or any willful violation of any statute or regulation by an insured acting alone or in collusion with others.

f. Equitable Relief

Any form of "non-monetary relief" or equitable relief requiring the payment of "money", including restitution, consumer redress or disgorgement; and the cost of complying with any non-monetary or equitable relief. This exclusion does not apply to restitution to individuals where such restitution is part of a "privacy administrative award".

g. Fines And Penalties

Criminal or civil fines, penalties or assessments. This exclusion does not apply to any part of a "privacy administrative award" or a "PCI DSS assessment".

h. Force Majeure

- (1) An act of God;
- (2) Fire, smoke, explosion, lightning, hail, wind-storm, or any other act of nature;
- (3) Strike;
- (4) Riot;
- (5) Disruption, or failure of, or surge affecting any infrastructure service or utility supplied by a third party, including power, water, fuel, telecommunications, satellite or electronic connectivity;
- (6) Any unexplained or indeterminable failure, malfunction or slowdown of your "computer system" or network, including "electronic data" and the inability to access or properly manipulate the "electronic data"; or
- (7) Any failure, malfunction or slowdown in normal computer operation or network service or operation arising out of insufficient capacity to process transactions because of an overload of activity on your "computer system" or network. However, this exclusion does not apply to such failures, malfunctions or slowdowns if caused by an "information risk incident".

i. Governmental Action

Any action by a governmental authority including the seizure or destruction of property by order of governmental authority. This exclusion does not apply to actions brought by governmental authority acting solely in its capacity as a "customer" of the insured. This exclusion does not apply to a "privacy administrative proceeding".

j. Insured's Economic Loss

- (1) An insured's economic loss, including loss of purchase or sale price, royalties, share value, goodwill or damage to reputation;

- (2) Fees or charges paid to obtain a license or other rights to use intellectual property, a product or a service; or

- (3) Income or profits except as provided under **Insuring Agreement E.**

k. Insured Versus Insured

Any "claim" against an insured that is brought by, or on behalf of, any other insured. This exclusion does not apply to any "claim" arising out of an "information risk incident" involving the "personal information" of an "employee", former "employee" or any member of an "employee's" immediate family.

l. Intentional Misconduct

Intentional misconduct, including dishonest, fraudulent, malicious or criminal acts or omissions or any willful violation of any statute or regulation by an insured, provided that one insured person's knowledge of such misconduct will not be imputed to any other insured unless the person with knowledge is an "executive officer", information technology or network manager or their equivalent.

m. Knowing Violations

- (1) Any injury caused by any insured or at any insured's direction with the knowledge that the act would violate the rights of another; or
- (2) Any oral or written publication of material, if done by any insured or at any insured's direction with knowledge of its falsity.

n. Natural Causes Of Loss

Any loss arising out of:

- (1) Any earth movement such as an earthquake, landslide, mine subsidence or earth sinking, earth rising or earth shifting.
- (2) Volcanic action, explosion or effusion. Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - (a) Airborne volcanic blast or airborne shock waves;
 - (b) Ash, dust or particulate matter; or
 - (c) Lava flow.
- (3) (a) Regardless of the cause, flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (b) Mudslide or mudflow;
 - (c) Water that backs up from a sewer or drain; or
 - (d) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.

- (4) Presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.
- (5) Presence, growth, proliferation, spread or any activity of virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- (6) Insects, birds, rodents or other animals.
- (7) Dampness or dryness of atmosphere.
- (8) Changes in or extremes of temperature.
- (9) Rain, snow, ice or sleet.

o. Nuclear Energy

Any loss, damage, injury, contamination or other harm:

- (1) With respect to which an insured is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- (2) Resulting from the "hazardous properties" of "nuclear material" and 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;
 - (b) The insured is or, had this Coverage Form not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
 - (c) Resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization;
- (3) Resulting from "hazardous properties" of "nuclear material" if:
 - (a) The "nuclear material":
 - 1) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - 2) Has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured;
 - (c) The loss, damage, injury or harm arises out of the furnishing by an insured of

services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or

- (d) Physical injury to tangible property that is a part of or located at, including all loss of use of that property, any "nuclear facility" that arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of such "nuclear facility".

p. Other Excluded Causes Of Loss

- (1) Vapor or gas.
- (2) Wear and tear.
- (3) Rust, corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.
- (4) Smog.
- (5) Settling, cracking, shrinking or expansion.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
- (7) Marring or scratching.
- (8) Explosion of steam boilers, steam pipes, steam engines or steam turbines.
- (9) Continuous or repeated seepage or leakage of water.
- (10) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment.
- (11) Collapse.
- (12) Faulty, inadequate or defective:
 - (a) Planning, zoning, development, surveying or siting;
 - (b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
 - (c) Materials used in repair, construction, renovation or remodeling; or
 - (d) Maintenance of part or all of any property.
- (13) Any increase of loss caused by or resulting from:
 - (a) Delay in resuming "operations" resulting from interference by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. However, if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "Business Income" during the "period of restoration" to the extent provided under **Insuring Agreement E.**

(14) Any "Extra Expense" caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(15) Any loss caused by bankruptcy, financial impairment or insolvency.

(16) Any other consequential loss.

q. Patent

Any "claim" or "suit" based upon, arising out of, any actual or alleged infringement, misappropriation, misuse, gaining, or taking of, or any inducement to infringe, misappropriate, misuse, gain, or take, any patent. In addition, this exclusion applies to any "claim" or "suit" that also alleges "advertising injury" or "personal injury".

r. Personal Injury

"Personal Injury". However this exclusion will not apply to "claims" for invasion or infringement of the right of privacy, including intrusion upon seclusion or secrecy, when such offense arises out of:

- (1) An "information risk incident";
- (2) A "communication incident"; or
- (3) A "privacy administrative claim".

s. Pollution

- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants";
- (2) A "claim" or "suit" by or on behalf of any governmental authority for loss, costs or expenses for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, testing for or assessing the effects of "pollutants"; or
- (3) Any demand, request, order or statutory or regulatory requirement that you or others test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

t. Prior Claim Or Prior Knowledge

- (1) Any fact, circumstance, transaction, "occurrence" or event that existed or was pending, before the effective date of this Coverage Form and which was the subject of:
 - (a) Any "claim", "privacy administrative claim" or any other form of demand to any insured;
 - (b) Any "suit", order, decree or judgment entered therein; or
 - (c) Any notice of a potential or actual "claim" or loss given under any other policy of insurance.
- (2) Any fact, circumstance, transaction, "occurrence" or event that existed or was pending,

before the effective date of this Coverage Form known to any insured or any of the insured's information technology or network managers or their equivalents to be reasonably likely to give rise to a "claim" or "privacy administrative claim" under this Coverage Form.

- (3) Any fact, circumstance, transaction, "occurrence" or event that existed or was pending, before the effective date of this Coverage Form with respect to **Insuring Agreements F and I**, if any insured under paragraph 1. of **SECTION IV - WHO IS AN INSURED** has knowledge of any information relevant to loss sustained under **Insuring Agreements F and I** and that knowledge is considered knowledge of every insured.

u. Prize Redemption

Actual or attempted redemption of tickets, coupons, prizes, or other goods or property in any contest, lottery, sweepstakes, promotion, or game of chance, or violation of any laws regulating these activities.

v. Property Damage

- (1) Physical injury to tangible property, including all loss of use of that property;
- (2) Damage to data as a result of physical injury to tangible property, including all loss of use of such data; and
- (3) Loss of use of tangible property that is not physically injured.

w. RICO

Any actual or alleged violation of the Racketeer Influenced And Corrupt Organizations Act (RICO) and its amendments, or similar provisions of any federal, state, or local statutory or common law.

x. Software Or Software Copyright

Any "communication incident" involving software, its source code or any other content of a software program, or piracy of computer code or software product.

y. Violation Of Labor Or Employment Law

Violation of any statutory or common law relating to employment, including any law relating to:

- (1) Employee benefits, including any liability arising out of the insured's failure to fulfill any responsibility, duty or obligation imposed by the Employee Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN), Occupational Safety and Health Act (OSHA), National Labor Relations Act of 1947 (NLRA) any rules or

regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state or local statutory or common law.

- (2) Any liability arising out of any obligation under the Fair Labor Standards Act, or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto including any liability arising out of "claims" for unpaid wages or overtime pay for hours actually worked or labor actually performed by any "employee" of the insured, "recognized volunteers" and applicants for employment for improper payroll deductions.
- (3) Refusal to employ a person or termination of a person's employment or any employment-related practice, policy, act or omission, including but not limited to:
 - (a) Coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, breach of contract, humiliation or discrimination directed at a person;
 - (b) Criminal or civil action brought against a person by or at the direction of the insured directly or indirectly related to any offense described herein; or
 - (c) Anyone as a consequence of injury to a person at whom any of the employment-related practices described herein is directed.

This exclusion **y.(3)(a)-(c)** applies:

- 1) Whether the insured may be liable as an employer or in any other capacity;
- 2) Whether the offense is alleged to arise out of the employment during the course or scope of employment, outside the course or scope of employment or after termination of employment;
- 3) Whether directly or indirectly related to a person's prospective, current or past employment; and
- 4) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

z. Violation Of Consumer Or Trade Law

Violation of any statutory or common law relating to:

- (1) Antitrust, including restraint of trade, price fixing and monopolization;

- (2) Consumer protection, including:
 - (a) The CAN-SPAM Act of 2003;
 - (b) The Fair and Accurate Credit Transaction Act;
 - (c) The Fair Credit Reporting Act; and
 - (d) The Telephone Consumer Protection Act
 and any amendments of or additions to such laws;
- (3) The unauthorized collection of "personal information" or "corporate information", including laws relating to the content of privacy policies. However, this exclusion does not apply to "privacy administrative claims";
- (4) Deceptive business or trade practices;
- (5) False advertising;
- (6) The offer, sale, purchase, trading or valuation of "securities"; or
- (7) Violation of any "securities" law including, but not limited to, the Securities Act of 1933 or the Securities Exchange Act of 1934 and their amendments.

aa. War

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

bb. Infrastructure Failure

Failure or interruption of or damage to any electrical power supply network or telecommunication network not owned and operated by the insured including, but not limited to, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

2. Additional exclusions also applicable to Insuring Agreements F, G and I:

This insurance does not apply to any loss under **Insuring Agreements F, G and I:**

a. Acts Committed By You, Your Partners, Co-Venturers Or Your Members

Resulting from a "theft", "fraudulent instruction", fraudulent "transfer instruction", "telecommunications theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners, co-venturers or "members" whether acting alone or in collusion with other persons.
- b. Acts Committed By Your Employees Learned Of By You Prior To The Coverage Period**
Caused by an "employee" if the "employee" had also committed "theft", "fraudulent instruction", fraudulent "transfer instruction", "telecommunications theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", "executive officers", directors or trustees, not in collusion with the "employee", learned of such "theft", "fraudulent instruction", fraudulent "transfer instruction", "telecommunications theft" or dishonest act prior to the "coverage period".
- c. Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives**
Resulting from "theft", "fraudulent instruction", fraudulent "transfer instruction", "telecommunications theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:
 - (1) Whether acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- 3. Additional exclusions also applicable to Insuring Agreements F and I:**
This insurance does not apply to any loss under **Insuring Agreements F and I:**
 - a. Confidential Or Personal Information**
Resulting from:
 - (1) The disclosure of confidential or "personal information"; or
 - (2) The use of confidential or "personal information".
 - b. Data Security Breach**
Resulting from fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or "personal information".
 - c. Indirect Loss**
That is an indirect result of an "occurrence" covered by this insurance including loss resulting from:
 - (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
 - (2) Payment of "damages" for indirect loss for which you are legally liable; or
 - (3) Payment of costs, fees or other expenses you incur in establishing either the existence

or the amount of loss under **Insuring Agreements F or I.**

- 4. Additional exclusions also applicable to Insuring Agreement F:**
This insurance does not apply to any loss under **Insuring Agreement F:**
 - a. Authorized Access**
Resulting from a fraudulent:
 - (1) Entry of "electronic data" or "computer program" into; or
 - (2) Change of "electronic data" or "computer program" within any "computer system" owned, leased or operated by you or by a person or organization with authorized access to that "computer system", except when such entry or change is made by an "employee" acting in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Coverage Form.
 - b. Credit Card Transactions**
Resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
 - c. Exchanges Or Purchases**
Resulting from the giving or surrendering of property in any exchange or purchase.
 - d. Fraudulent Instructions**
Resulting from an "employee" or "financial institution" acting upon any instruction to:
 - (1) Transfer, pay or deliver "money", "securities" or "other property"; or
 - (2) Debit or delete your account which instruction proves to be fraudulent, except when such entry or change is made by an "employee" acting in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Coverage Form and when covered under **Insuring Agreement F b.**
 - e. Inventory Shortages**
Resulting from an inventory shortage if proof of its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

SECTION III - SUPPLEMENTAL PAYMENTS - INSURING AGREEMENTS A AND B

We will pay with respect to any "claim" or "privacy administrative claim" we investigate or settle, or any "suit" against the insured we defend under **Insuring Agreements A and B** only:

1. All expenses, other than "defense expenses", that we incur.
2. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
4. The cost of appeal bonds for a covered "suit" or "privacy administrative proceeding" if we exercise our right to bring that appeal. However, we have no obligation to apply for or furnish such appeal bond.
5. Up to \$250 per day in actual lost earnings incurred by an insured because of time taken off from work at our request and in support of our investigation or defense of a "claim", "suit" or "privacy administrative proceeding", subject to a maximum amount of \$5,000 per "claim", "suit" or "privacy administrative proceeding".

These payments will not reduce the Limits of Insurance.

SECTION IV - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse or "domestic partner" are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership, joint venture or co-venture, you are an insured. Your "members" or your partners, and their spouses or "domestic partners" are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your "members" are also insureds, but only with respect to the conduct of your business. Your "managers" are insureds, but only with respect to their duties as your "managers".
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your "managers" (if you are a

limited liability company), only while performing duties related to the conduct of your business and only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

- b. Any organization you newly acquire, form or merge into, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest if that organization has no other similar insurance and you:
 - (1) Created or acquired such organization after the inception of this policy;
 - (2) Notified us in writing within ninety (90) days of that creation or acquisition;
 - (3) Obtain our written consent; and
 - (4) Agreed to any premium adjustment or coverage revision that we required to continue coverage for such organization.

However, there is no coverage prior to the date of such transaction or for any "claim" or "privacy administrative claim" arising out of or in any way related to an "information risk incident", "communication incident" or violation of a "privacy regulation" or series of related incidents that occurred prior to the date of such transaction.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
3. No person or organization is an insured:
 - a. With respect to the conduct of any current or past partnership, joint venture, co-venture or limited liability company that is not shown as a Named Insured in the Declarations; or
 - b. After the date you cease to own, directly or indirectly, a majority interest in such entity.

SECTION V - LIMITS OF INSURANCE

1. The **CYBER AGGREGATE** Limit of Insurance shown in the Declarations is the most we will pay during any one "coverage period" including Extended Reporting Period (if applicable) for the sum of:
 - a. "Damages" and "defense expenses" under **Insuring Agreement A - Information Risk Liability And Communication Incident Liability**;
 - b. "Privacy administrative awards", "PCI DSS assessments" and "defense expenses" under **Insuring Agreement B - Privacy Administrative Awards; Payment Card Industry Data Security Standards (PCI DSS) Assessments**;
 - c. "Data loss expenses" under **Insuring Agreement C - Data Loss Expenses**;

- d. "Personal identity recovery expenses" under **Insuring Agreement D - Personal Identity Recovery Expense**;
 - e. "Business Income" and "Extra Expense" under **Insuring Agreement E - Business Income And Extra Expense**;
 - f. Loss under **Insuring Agreement F - Computer And Funds Transfer Fraud**;
 - g. "Telecommunications theft expense" under **Insuring Agreement G - Telecommunications Theft Expense**;
 - h. "Extortion payments and rewards" under **Insuring Agreement H - Extortion Payments And Rewards**; and
 - i. Loss under **Insuring Agreement I - Fraudulent Impersonation**.
2. The Limit of Insurance shown in the Declarations for each separate **Insuring Agreement** is the most we will pay during any one "coverage period" including Extended Reporting Period (if applicable) regardless of the number of:
- a. Insureds;
 - b. "Information risk incidents";
 - c. "Communication incidents";
 - d. "Personal identity thefts";
 - e. "Suspensions";
 - f. "Claims" made or "suits" brought;
 - g. "Privacy administrative claims" made;
 - h. "Privacy administrative awards";
 - i. "PCI DSS assessments";
 - j. Persons or organizations making "claims" or "privacy administrative claims" or filing "suits";
 - k. Changes, entries, instructions or "occurrences" under **Insuring Agreement F - Computer And Funds Transfer Fraud**;
 - l. "Telecommunication thefts";
 - m. "Extortions"; or
 - n. Fraudulent "transfer instructions".
3. Subject to Paragraphs 1. and 2. above:
- a. The limit shown in the Declarations under **Insuring Agreement A - Information Risk Liability And Communication Incident Liability** is the most we will pay for "damages" and "defense expenses" because of all "information risk incidents" and "communication incidents" that take place during the "coverage period" for all "claims" resulting therefrom that are first made against you and reported during the "coverage period" or any applicable Extended Reporting Period.
 - b. The limit shown in the Declarations is the most we will pay for liability under **Insuring Agreement B - Privacy Administrative Awards; Payment Card Industry Data Security Standards (PCI DSS) Assessments** for all "defense expenses" for "privacy administrative claims" first made against you and reported during the "coverage period" or any applicable Extended Reporting Period, "privacy administrative awards", "PCI DSS assessments" and "defense expenses". However, the most we will pay for:
 - (1) "Privacy administrative awards" is the limit shown in the Declarations.
 - (2) "PCI DSS assessments" is the limit shown in the Declarations.
 - c. The limit shown in the Declarations is the most we will pay under **Insuring Agreement C - Data Loss Expenses** for all "data loss expenses" from "information risk incidents" that take place during the "coverage period". However, the most we will pay for:
 - (1) "Information risk expenses" is the limit shown in the Declarations.
 - (2) "Information restoration expenses" is the limit shown in the Declarations.
 - (3) Notification expenses is the limit shown in the Declarations.
 - d. The limit shown in the Declarations is the most we will pay under **Insuring Agreement D - Personal Identity Recovery Expense** for all "personal identity thefts" that take place during the "coverage period". However, the most we will pay for:
 - (1) "Information risk expenses" is the limit shown in the Declarations.
 - (2) "Information restoration expenses" is the limit shown in the Declarations.
 - (3) Notification expenses is the limit shown in the Declarations.
 - e. The limit shown in the Declarations is the most we will pay under **Insuring Agreement E - Business Income And Extra Expense** for all losses sustained because of "suspensions" caused by all "information risk incidents" that take place during the "coverage period". We will pay no more for "Business Income" and "Extra Expense" combined than the Limit of Insurance shown in the Declarations for **Insuring Agreement E - Business Income And Extra Expense**.
 - f. The limit shown in the Declarations is the most we will pay under **Insuring Agreement F - Computer And Funds Transfer Fraud** for all losses sustained because of fraudulent entries, fraudulent changes or "fraudulent instructions" that take place during the "coverage period".
 - g. The limit shown in the Declarations is the most we will pay under **Insuring Agreement G - Telecommunications Theft Expense** for the sum of all "telecommunications theft expenses" that take place during the "coverage period".

- h. The limit shown in the Declarations is the most we will pay under **Insuring Agreement H - Extortion Payments And Rewards** for the sum of all "extortions" that take place during the "coverage period".
 - i. The limit shown in the Declarations is the most we will pay under **Insuring Agreement I - Fraudulent Impersonation** for all losses sustained because of fraudulent "transfer instructions" that take place during the "coverage period".
4. In the event that "data loss expenses" and "personal identity recovery expenses" are both payable for an "information risk incident" resulting in a "personal identity theft", the highest limit shown in the Declarations for **Insuring Agreement C - Data Loss Expenses** or **Insuring Agreement D - Personal Identity Recovery Expenses** is the most we will pay for any "data loss expense" and "personal identity recovery expense" that arises out of the "personal identity theft".
 5. No other obligation or liability to pay sums or perform acts or services are covered unless explicitly provided for under **SECTION III - SUPPLEMENTAL PAYMENTS**.

With respect to Paragraphs 1. through 4. above, payments for "defense expenses" will reduce the Limits of Insurance and are not in addition to the Limit of Insurance shown in the Declarations for **Insuring Agreements A - Information Risk Liability And Communication Incident Liability** and **B - Privacy Administrative Awards; Payment Card Industry Data Security Standards (PCI DSS) Assessments**.

SECTION VI - DEDUCTIBLE

You are responsible for the Deductible Amount shown in the Declarations for each **Insuring Agreement**, if any. In the event more than one **Insuring Agreement** is applicable, only the single highest Deductible Amount will apply.

SECTION VII - EXTENDED REPORTING PERIODS

1. You will have the right to the Extended Reporting Periods described immediately below in the event that:
 - a. You or we cancel this Coverage Form or your entire policy for any reason other than non-payment of premium;
 - b. You or we refuse to renew this Coverage Form or your entire policy;
 - c. We renew this Coverage Form with a retroactive date later than the retroactive date shown in the Declarations; or
 - d. We renew or replace this coverage with coverage that does not apply to an "information risk

- incident", "communication incident" or "privacy administrative claim" on a claims-made basis.
2. Extended Reporting Periods do not extend the "coverage period" or change the scope of coverage provided. They only apply to covered "information risk incidents", "communication incidents" or violations of a "privacy regulation" under **Insuring Agreements A and B** that take place on or after the retroactive date, if any, shown in the Declarations and before the end of the "coverage period". Once in effect, the Extended Reporting Periods may not be canceled.
 3. An Automatic Extended Reporting Period of thirty (30) days after the effective date of cancellation or nonrenewal is automatically provided at no additional premium. During this time you may give to us written notice of "claims" first made against the insureds during said Automatic Extended Reporting Period for any "information risk incidents", "communication incidents" or violation of "privacy regulations" that take place before the end of the "coverage period" and are otherwise covered by this Coverage Form. Any coverage provided by this Coverage Form for "claims" or "privacy administrative claims" first made during the Automatic Extended Reporting Period is excess over any other valid insurance available to you.
 4. A Supplemental Extended Reporting Period is available to purchase for a term of twelve (12) months for an extra charge. During this time you may give to us written notice of "claims" first made against the insureds during any applicable Extended Reporting Period for any "information risk incident", "communication incident" or violation of a "privacy regulation" that takes place before the end of the "coverage period" and are otherwise covered by this Coverage Form.
The Supplemental Extended Reporting Period starts when the Automatic Extended Reporting Period ends. To obtain a Supplemental Extended Reporting Period you must:
 - a. Request the Supplemental Extended Reporting Period in writing within thirty (30) days of the effective date of cancellation or nonrenewal of this Coverage Form; and
 - b. Pay the additional premium due within thirty (30) days after the end of the "coverage period". We will determine the additional premium in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium charged for claims-made coverages of this Coverage Form.
 5. Any coverage provided by this Coverage Form for "claims" or "privacy administrative claims" first made and reported during the Supplemental Extended

Reporting Period is excess over any other valid insurance available to you.

6. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" or "privacy administrative claim" to which this Coverage Form applies.
7. Extended Reporting Periods do not apply to **Insuring Agreements C, D, E, F, G, H or I**.

SECTION VIII - CONDITIONS

The following Conditions supersede any similar Conditions when provided by us in this policy.

1. Assignment

Interest in this Coverage Form may not be assigned to another without our written consent. Such written consent will not be unreasonably withheld.

2. Appraisal

For losses under **Insuring Agreement E**, if we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss.

In this event, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire within a reasonable amount of time. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the "claim".

3. Bankruptcy

Your bankruptcy or the bankruptcy of your estate if you are a sole proprietor, will not relieve us of our obligations under this Coverage Form, except to the extent the loss is excluded under **SECTION II - EXCLUSIONS 1.p.(15)**.

4. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance; or
- b. A "claim" under this insurance.

5. Discovery Period For Loss

With respect to **Insuring Agreements C, D, E, F, G, H and I**, we will pay only for covered loss discovered no later than sixty (60) days from the end of the "coverage period". If this insurance or any of its coverages are canceled or terminated as to any

insured, loss sustained by that insured is covered only if discovered no later than sixty (60) days from the date of that cancellation or termination.

6. Duties In The Event Of Claims, Expenses, Incidents, Losses And Suits

You must:

- a. For "claims", "privacy administrative claims" or "suits" under **Insuring Agreements A and B**, notify us promptly and in writing of all relevant facts concerning any incident known to you or any of your "executive officers", information technology or network managers, or their equivalents that is reasonably likely to give rise to a "claim", "suit", loss or "privacy administrative claim" under this Coverage Form, as well as any existing "claim" or "suit" or "privacy administrative claim" providing:
 - (1) A description of the "information risk incident" or "communication incident";
 - (2) How, when and where it occurred;
 - (3) Identification with available contact information of all witnesses and involved persons;
 - (4) A description of any likely or actual resulting loss; and
 - (5) Such additional information as we reasonably request.
- b. For loss under **Insuring Agreements C, D, E, F, G, H and I** notify us in writing as soon as possible but no later than thirty (30) days after you discover the "information risk incident", "personal identity theft", "suspension" of your "operations", "telecommunications theft", "extortion," fraudulent "transfer instruction", "fraudulent instruction", entry or change.
- c. Cooperate with us or anyone designated by us in the investigation and settlement of the "claim", "suit" or loss.
- d. Send us copies of any demands, notices, summonses or legal papers, received in connection with the "claim", "suit" or loss.
- e. Authorize us to obtain records and other information.
- f. For losses under **Insuring Agreements C and D**, the insured must send to us, within sixty (60) days after our request, receipts, bills or other records that support his or her "claim" for "personal identity recovery expenses".
- g. For losses under **Insuring Agreements E, F, G, H and I** send us a signed, sworn proof of loss containing the information we request to investigate the "claim". You must do this within sixty (60) days after our request. We will supply you with the necessary forms.
- h. Notify law enforcement officials in the event of a:
 - (1) "Data loss expense";
 - (2) "Personal identity theft";

- (3) Loss under **Insuring Agreement E** if a law may have been broken;
- (4) Loss under **Insuring Agreement F**;
- (5) Loss under **Insuring Agreement G**;
- (6) Loss under **Insuring Agreement H**; or
- (7) Loss under **Insuring Agreement I**.

- i. Submit to examination under oath at our request while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the "claim", including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- j. Assist us, upon our request, in the enforcement of all rights against any person or organization that may be liable to an insured for "claims" and losses under this coverage.

7. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Coverage Form at any time during the "coverage period" and up to three (3) years afterward.

8. Inspections And Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to comply with laws, regulations, codes or standards. This Condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

9. Joint Insured

With respect to **Insuring Agreements F, G and I** only:

- a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- b. If any insured, or partner, "member" or "executive officer" of that insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
- c. An "employee" of any insured is considered to be an "employee" of every insured.
- d. If this insurance or any of its coverages are canceled as to any insured, loss sustained by that insured is covered only if it is discovered by you no later than sixty (60) days from the date of

that cancellation. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by that insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all such loss had been sustained by one insured.
- f. Payment by us to the first Named Insured for loss sustained by any insured shall fully release us on account of such loss.

10. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all of the terms of this policy.
- b. For any "claim" under **Insuring Agreement A**, the insured's obligation to pay has been finally determined by adjudication or written agreement between the insured, the claimant(s) and us.
- c. For any "privacy administrative claim" under **Insuring Agreement B**, the insured's obligation to pay has been finally determined by adjudication or written agreement between the insured, the litigating governmental unit(s) and us.
- d. For any "data loss expenses" under **Insuring Agreement C**, the insured has given us notice within thirty (30) days of a "data loss" and has brought its action within two (2) years of the date of the "data loss".
- e. For any "personal identity recovery expenses" under **Insuring Agreement D**, the insured has given us notice within thirty (30) days of a "personal identity theft" and has brought its action within two (2) years of the date of the "personal identity theft".
- f. For any loss sustained under **Insuring Agreement E**, the insured has given us notice within thirty (30) days of a "suspension", filed proof of loss and has brought its action within two (2) years of the date of the "suspension".
- g. For any losses under **Insuring Agreement F**, the insured has given us notice within thirty (30) days of loss caused by a fraudulent entry, fraudulent change or "fraudulent instruction", filed proof of loss with us and brought its action within two (2) years from the date you discovered the loss.
- h. For any losses under **Insuring Agreement G**, the insured has given us notice within thirty (30) days of loss caused by "telecommunications theft", filed proof of loss with us and brought its

action within two (2) years from the date you discovered the loss.

- i. For any losses under **Insuring Agreement H**, the insured has given us notice within thirty (30) days of loss caused by "extortions", filed proof of loss with us and brought its action within two (2) years from the date of loss.
- j. For any losses under **Insuring Agreement I**, the insured has given us notice within thirty (30) days of loss caused by a fraudulent "transfer instruction", filed proof of loss with us and brought its action within two (2) years from the date of loss.

No person or organization will have any right under this policy to join us as a party to any action against an insured, nor will an insured implead us into any such action.

11. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within forty-five (45) days prior to or during the "coverage period", the broadened coverage will immediately apply to this insurance.

12. Loss Sustained During Prior Insurance

With respect to **Insuring Agreements F, G and I**:

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.

13. Loss Covered Under This Insurance And Prior Insurance Issued By Us Or Any Affiliate

With respect to **Insuring Agreements F, G and I**, if any loss is covered:

- a. Partly by this insurance; and
 - b. Partly by any prior canceled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest
- the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

14. Loss Determination For Insuring Agreement E Under **Insuring Agreement E**:

- a. The amount of "Business Income" loss will be determined based on:
 - (1) The Net Income of the business before the "information risk incident" occurred;
 - (2) The likely Net Income of the business if no "information risk incident" had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business because of favorable business conditions caused by the impact of the "information risk incident" on "customers" or on other businesses;
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the "information risk incident"; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. The amount of "Extra Expense" will be determined based on:
 - (1) All necessary expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no "information risk incident" had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any "Extra Expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the "Business Income" loss that otherwise would have been incurred.

15. Loss Determination Under Insuring Agreements F and I

Under **Insuring Agreements F and I**:

- a. Subject to the applicable Limits of Insurance provision we will pay for:
 - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (a) At face value in the "money" issued by that country; or

- (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
- (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - 1) Value of the "securities" at the close of business on the day the loss was discovered; or
 - 2) Limit of Insurance.
- (3) Loss of "other property" for not more than the:
 - (a) Actual cash value of the property on the day the loss was discovered; or
 - (b) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it. If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.
- b. We may, at our option, pay for loss of "other property":
 - (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. If we recover any property covered under **15.a.** above, at your option, we may return such property to you. We will pay any recovery expenses, subject to the Limit of Insurance for **Insuring Agreement F** or **Insuring Agreement I**, whichever applicable. We will also pay any expenses to repair such property, subject to the Limit of Insurance for **Insuring Agreement F** or **Insuring Agreement I**, whichever applicable. However, before we return such property or pay for the repair of such property, you must first return

to us the amount we paid to you for such property.

16. Loss Payment Under Insuring Agreement E

For losses under **Insuring Agreement E**, we will pay for covered loss within thirty (30) days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Form and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

17. Loss Payment Under Insuring Agreements F, G and I

We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.

18. Non-Cumulation Of Limit Of Insurance

Regardless of the number of years that insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or "coverage period" to "coverage period".

19. No Voluntary Payments

The insured will not, except at its own cost, admit liability, voluntarily make a payment, assume any obligation, or incur any expense without our prior consent.

20. Other Insurance

a. For Insuring Agreements A, B, C, D and E:

- (1) If any covered loss is covered by other insurance, then this Coverage Form will apply only in excess of the other insurance.
- (2) If two or more coverages of this insurance apply to the same loss, payment will be made under the coverage that pays you the most. We will not pay more than the actual amount of loss or more than the highest Limit of Insurance that applies, whichever is less and subject to the Aggregate Limit of Insurance.

- b. With respect to **Insuring Agreements F, G, H and I**, this insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

21. Other Insurance Issued By Us

If this Coverage Form or any other policy or Coverage Form or Part issued by us or a company affiliated with us apply to the same loss or damage, the coverage of this Coverage Form shall be primary.

22. Ownership Of Property; Interests Covered

With respect to **Insuring Agreements F and I**, the property covered is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

23. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

24. Records

With respect to **Insuring Agreements F and I**, you must keep records of all covered "money", "securities" and "other property" so we can verify the amount of any loss.

25. Representations

By accepting this Coverage Form you agree:

- a. The statements contained in the application for this Coverage Form are accurate and complete; and
- b. We have issued this Coverage Form in reliance upon your representations.

26. Resumption Of Operations

For "suspensions" of "operations" under **Insuring Agreement E**, if you intend to continue your business, you must resume all or part of your "operations" as quickly as possible. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

27. Services

The following conditions apply to any services provided by us or our designees under **Insuring Agreements C and D**:

- a. All services may not be available or applicable to all individuals. For example, insureds who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- b. We do not warrant or guarantee that our services will end or eliminate all problems associated with a "personal identity theft" or "data loss", or prevent future "personal identity thefts" or "data loss".
- c. We reserve the right to deny coverage or service if, after investigation, we determine that a covered "information risk incident" or "personal identity theft" has not occurred.

28. Subrogation

In the event of any payment under this Coverage Form, we will be subrogated to the extent of such payment to you and to your rights of recovery. You will execute all papers required and will do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring "suit" in your name. Any recoveries, less the cost of obtaining them, will be distributed as follows:

- a. To you, until you are reimbursed for any loss you sustain that exceeds the sum of the applicable Aggregate Limit of Insurance and the Deductible Amount, if any;
- b. Then to us, until we are reimbursed for the payment under this Coverage Form; and
- c. Then to you, until you are reimbursed for that part of the payment equal to the Deductible Amount, if any.

29. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you are a sole proprietor and 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.

30. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them. If the "claim" paid is less than the agreed loss because of any deductible or other limiting terms, the recovery is prorated between you and us based on the interest of each in the loss. This Condition only applies if we pay for a loss and then payment is made by those responsible for the loss.

SECTION IX - DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting "customers" or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Only that part of a website that is about your goods, products or services for the purposes of

- attracting "customers" or supporters is considered an "advertisement".
2. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services in your "advertisement";
 - b. Oral or written publication, in any manner, of material that violates a person's right of privacy in your "advertisement";
 - c. The use of another's advertising idea in your "advertisement"; or
 - d. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
 3. "Bodily injury" means physical injury, sickness, disease, or pain, and injury, shock, humiliation, distress or mental or emotional anguish; or death resulting from any such physical injury, sickness, disease or pain.
 4. "Business Income" means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.
 5. "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 6. "Claim" means a written demand or "suit" for "damages".
 7. a. "Communication incident" means any of the following committed or allegedly committed by the Named Insured in "media communication" on the "named insured's website":
 - (1) Infringement, dilution or violation of any right to a trademark, trade name, service mark, service name, trade dress, title, slogan or logo, in your "operation", except in your "advertisement";
 - (2) Copyright infringement or plagiarism, in your "operation" except in your "advertisement"; or
 - (3) Misappropriation of name or likeness or violation of the right of privacy in your "operation" except in your "advertisement".
 - b. For the offenses listed above in a.(1), (2) and (3), "communication incident" does not include any offense if committed:
 - (1) By an insured whose business includes:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of websites for others; or
 - (c) Providing Internet search, access or content services; or
 - (2) By an insured who conducts business in or on an electronic chat room, bulletin board or similar interactive site on the Internet on which others may post content where the insured hosts, owns or exercises control over that site.
 - c. "Communication incident" does not include any:
 - (1) Patent infringement or "theft";
 - (2) Copying, misappropriation, display or publication of any trade secret;
 - (3) Any infringement of copyright, trademark or service mark of software or software technology; or
 - (4) Data, sounds, images or similar matter incorporated into or otherwise part of the "named insured's website".
 8. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
 9. "Computer system" means any insured's:
 - a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
 - b. Systems and applications software; and
 - c. Related communications networks by which "electronic data" is collected, transmitted, processed, stored or retrieved.
 10. "Corporate information" means confidential and proprietary information of others that is in the care, custody or control of any insured or "service provider".
 11. "Coverage period" means the period for this Coverage Form shown in the Declarations. This period ends on the earlier of the expiration date of the policy term shown in the Declarations or the effective date of cancellation of this Coverage Form. If you became an insured under this Coverage Form after the effective date, the "coverage period" begins on the date you became an insured.
 12. "Coverage territory" means:
 - a. For **Insuring Agreements A and B**: anywhere in the world, provided that a "suit" on the merits is brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.
 - b. For **Insuring Agreements C, D, E, F, G, H and I**: only acts committed or events occurring within:
 - (1) The United States of America (including its territories and possessions);

- (2) Puerto Rico; or
 - (3) Canada.
13. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.
14. "Damages" means judgments, settlements or other monetary amounts which an insured is legally obligated to pay on account of a covered "claim". "Damages" does not include:
- a. "Defense expenses";
 - b. License fees or royalties of any kind;
 - c. The amount of liquidated "damages" awarded pursuant to a contract or agreement that exceeds the amount of "damages" for which the insured would have liability in the absence of such contract or agreement; or
 - d. Punitive "damages", unless such "damages" are insurable under the applicable law.
15. "Data loss" means an unauthorized or accidental disclosure or loss of "corporate information" or "personal information" in the care, custody or control of:
- a. An insured; or
 - b. A "service provider" to which you have directly or indirectly turned over such information for any reason.
16. "Data loss expense" means the following expenses incurred by us to pay professionals we choose, direct and authorize, at our sole discretion as a result of an "information risk incident":
- a. "Information risk expenses";
 - b. The expenses incurred in notifying those whose information was affected to the extent required by applicable "privacy regulations"; and
 - c. "Information restoration expense".
- "Data loss expense" does not include "defense expenses" or compensation, fees, benefits, overhead or internal charges of any insured.
- "Data loss expense" does not include "personal identity recovery expense".
17. "Defense expense" means the following costs and expenses, where reasonable and necessary and incurred at our direction or with our prior written consent, to defend or investigate a "claim", "suit" or "privacy administrative proceeding" against an insured:
- a. Attorney fees;
 - b. Expert fees;
 - c. Court, arbitration or mediation costs; and
 - d. Other expenses we determine are reasonable and necessary to defend the insured.
- "Defense expenses" do not include "data loss expenses".
18. "Domestic partner" means any natural person legally recognized as a domestic or civil union partner under the provisions of any:
- a. Applicable federal, state or local law; or
 - b. Formal benefits program established by you.
19. "Electronic data" means information stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.
20. "Employee":
- a. Includes:
 - (1) Full and part-time workers or interns;
 - (2) "Leased workers"; and
 - (3) For purposes of this Coverage Form only, "temporary workers" only for acts within the scope of their employment by you.
 - b. Also includes for **Insuring Agreements F, G and I** only:
 - (1) Any natural person while in your service and for thirty (30) days after termination of service; and
 - (2) Whom you compensate directly by salary, wages or commissions; or
 - (3) Whom you have the right to direct and control while performing services for you; or
 - (4) Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you.
 - c. Does not include any:
 - (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
21. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
22. "Extortion" means the actual or attempted obtaining of "money" or "other property" from an insured through an actual or threatened "network security incident".
23. "Extortion payments and rewards" means the following:
- a. Payment to one who commits "extortion" or payment of a reward to a person who provides information that leads to the identification and arrest of one who commits "extortion", provided:
 - (1) You reported the "extortion" to law enforcement or regulatory agencies;
 - (2) You did not notify any person or entity of the existence of the coverage in **Insuring Agreement H**;

- (3) The person who commits the "extortion" is not an insured;
 - (4) Any reward for information is not paid to an insured or anyone engaged by you in connection with the "extortion"; and
 - (5) The amount of any reward we pay will not exceed the demand by or the amount paid to the person who commits the "extortion".
- b. Payment of expenses within the first six (6) months following an "extortion" provided by a public relations or crisis management firm for restoring your reputation.
24. "Extra Expense" means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no "information risk incident".
25. "Financial institution" means:
- a. A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - b. An insurance company; or
 - c. A stock brokerage firm or investment company.
26. "Fraudulent instruction" means:
- a. With regard to **Insuring Agreement F a.**:
A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under **Insuring Agreement F**, which instruction in fact was fraudulently issued by your computer software contractor.
 - b. With regard to **Insuring Agreement F b.**:
 - (1) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", and such instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent.
 - (2) A written instruction issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer, and such instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
27. "Fungi" means any type or form of fungus, including, but not limited to, any mold, mildew, mycotoxins, spores, scents or by-products produced or released by any type or form of fungus.
28. "Hazardous properties" means radioactive, toxic or explosive properties.
29. "Information restoration expense" means the expense for adjustment, completion, correction, recollection, recreation, repair, replacement, reproduction, or restoration of data as a result of an "information risk incident". If the data cannot be reasonably restored or recollected, then this expense will be limited to the cost incurred to reach such determination.
- "Information restoration expense" does not include:
- a. The expense of restoring computer hardware, applications, programs or software;
 - b. The cost of updating, upgrading, enhancing, replacing or improving your data or "computer system";
 - c. The cost of identifying, removing or remediating "computer program" errors or vulnerabilities;
 - d. Loss of economic, monetary, market value, or any diminution in value of any data, trade secret, patent, copyright, trademark, trade dress or other intellectual property;
 - e. The expense of researching or developing any intellectual property; or
 - f. The cost of replacing funds, currency, "securities", accounts, bills, evidences of debt, "money", valuable papers, records, abstracts, deeds, manuscripts or other financial debt, credit, bond or equity instruments or documents.
30. "Information risk expenses" means the following:
- a. Consulting services to assist you with compliance with federal, state, local and foreign notification requirements;
 - b. A toll-free telephone line for persons with questions about the insured's "data loss";
 - c. Assistance placing fraud alerts on individual credit files with the major credit bureaus;
 - d. Assistance correcting an individual's credit and other records. This also includes reasonable and necessary expenses to restore control over the individual's personal identity;
 - e. Expenses within the first six (6) months following a "data loss" provided by a public relations or crisis management firm for restoring your reputation; or
 - f. Remediation of a "data loss" within the first six (6) months following discovery of such "data loss", including providing:
 - (1) Forensic analysis of the nature, extent and severity of the "data loss" and the number and identities of persons affected;
 - (2) Legal counsel regarding how to respond to the "data loss"; and

- (3) Proactive monitoring services consisting of a credit report, credit monitoring and monitoring of fraud in public records for those whose "personal information" or "corporate information" was disclosed or lost.
- 31.** "Information risk incident" means:
- "Data loss"; and
 - A "network security incident".
- 32.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 33.** "Manager" means a natural person serving in a directorial capacity for a limited liability company.
- 34.** "Media communication" means the broadcast, dissemination, or publication by the Named Insured to the general public of any words, sounds, numbers, images, or graphics in electronic form, provided that "media communication" does not include any broadcast, dissemination, or publication of words, pictures, sounds, numbers, images, or graphics in any application, program, software, code, or script.
- 35.** "Member" means an owner of a limited liability company represented by its membership interest who if a natural person, may also serve as a "manager".
- 36.** "Money" means:
- Government issued currency, coins and bank notes in current use and having a face value;
 - Travelers checks and money orders held for sale to the public; and
 - Deposits in your account at a "financial institution".
- 37.** "Named insured's network" means any network of computers owned, leased or operated by the Named Insured or a "service provider" in support of "operations". "Named insured network" does not include that part of a network that relates in any way to the infrastructure, services or utilities supplied by a third party, including telecommunications, the Internet, or other electronic connectivity services, water or fuel.
- 38.** "Named insured's website" means a website that is operated and owned by the Named Insured or operated on behalf of the Named Insured by a third party pursuant to a written contract.
- 39.** "Network security incident" means:
- The inability of authorized persons or organizations to access or use the "named insured's network" resulting from a malicious attack on the "named insured's network".
 - This includes an attack designed to overwhelm the "named insured's network" in order to prevent or interfere with authorized users from gaining access to such network through the internet.
 - This does not include "network security incidents" caused by the insured, insured's "operations" or a "service provider";
- Access or use of the "named insured's network" by unauthorized persons or authorized persons for unauthorized purposes;
 - Transmission of a virus or malware by:
 - You; or
 - A "service provider" when the virus or malware is transmitted in connection with the work done for the insured; or
 - Any type of malicious code that damages or destroys the "named insured's network" or "electronic data" regardless of how it was enacted, introduced or obtained.
- 40.** "Non-monetary relief":
- Means declaratory, injunctive or other equitable relief.
 - Does not include restitution, consumer redress, disgorgement or any other form of equitable relief requiring the payment of "money", nor does it include the cost of complying with any declaratory, injunctive or other equitable relief.
- 41.** "Nuclear facility" means:
- Any "nuclear reactor";
 - Any equipment or device designed or used for:
 - Separating the isotopes of uranium or plutonium;
 - Processing or utilizing "spent fuel"; or
 - Handling, processing or packaging "waste";
 - 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; or
 - 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.
- 42.** "Nuclear material" means "source material", "special nuclear material" or "by-product material".
- 43.** "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.
- 44.** "Occurrence" means:
- An individual act or event;
 - The combined total of all separate acts or events whether or not related; or

- c. A series of acts or events whether or not related committed by a person acting alone or in collusion with other persons, or not committed by any person, during the "coverage period".
- 45.** "Operations" means your business activities occurring at your premises.
- 46.** "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this Coverage Form.
- 47.** "PCI DSS assessment":
- a. Means a monetary fine or penalty a Named Insured is legally obligated to pay under the terms of a merchant agreement between that insured and a credit or debit card company, processor, "financial institution" or independent service operator in order to allow the insured to accept credit or debit cards, prepaid cards or other payment cards for payments or fees, but only if the fine or penalty is a direct result of:
 - (1) The insured's failure to comply with published Payment Card Industry Data Security Standards; and
 - (2) A covered "information risk incident".
 - b. Does not include:
 - (1) Any subsequent fines or penalties for continued noncompliance with published Payment Card Industry Data Security Standards; or
 - (2) Any charge backs, discount fees, interchange fees, service related fees or charges or any other amounts owed under a merchant agreement.
- 48.** "Period of restoration" means the period of time that:
- a. Begins:
 - (1) Immediately following the "information risk incident", however, if a waiting period is shown in the Declarations, then after such period following the "information risk incident" for "Business Income"; or
 - (2) Immediately following the "information risk incident" for "Extra Expense" coverage; and
 - b. Ends on the earlier of:
 - (1) The date and time when your "operation" is resumed;
 - (2) The date and time when the "electronic data" is restored; or
 - (3) Ninety (90) days after the date and time of the "information risk incident".
- The expiration date of this Coverage Form will not shorten or cause the "period of restoration" to terminate.
- 49.** "Personal identity recovery expenses":
- a. Means the following expenses incurred by us to pay professionals we choose, direct and authorize, at our sole discretion, as a result of a "personal identity theft":
 - (1) "Information risk expenses".
 - (2) The expenses incurred in notifying those whose information was affected to the extent required by applicable "privacy regulations".
 - (3) "Information restoration expenses".
 - b. Does not include:
 - (1) "Defense expenses" or compensation, fees, benefits, overhead or internal charges of any insured.
 - (2) "Data loss expense".
- 50.** "Personal identity theft" means the fraudulent use of "personal information" of an individual insured. "Personal identity theft" only applies to an individual person. It does not apply to fraudulent use of any business name or any other method of identifying a business or its activity.
- 51.** "Personal information":
- a. Means an individual's first name or first initial and last name in combination with one or more of the following data elements for such individual but only when neither the name nor data element is encrypted:
 - (1) Social Security Number;
 - (2) Driver's license number or non-driver identification card number;
 - (3) Account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to the individual's financial account;
 - (4) Information regarding medical history, mental or physical condition, medical treatment or diagnosis by a health care professional;
 - (5) Health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual or any information in the individual's application and claims history, including any appeals records; or
 - (6) User name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
 - b. Does not include publicly available information that is lawfully made available to the general public from federal, state or local government records.
- 52.** "Personal injury" means other than "bodily injury" arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- 53. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 54. "Privacy administrative award"** means:
- a. Any fine or penalty;
 - b. Restitution to individuals; or
 - c. "Non-monetary relief"
- awarded against an insured in an administrative or regulatory proceeding brought by a federal, state, local, foreign or other governmental authority for the insured's violation of a "privacy regulation".
- 55. "Privacy administrative claim"** means a written demand to an insured by a federal, state, local, foreign or other governmental authority in an administrative or regulatory proceeding seeking a "privacy administrative award".
- 56. "Privacy administrative proceeding"** means any administrative or regulatory proceeding by a federal, state, local, foreign or other governmental authority investigating an alleged violation of a "privacy regulation".
- 57. "Privacy regulation"** means any federal, state, local, foreign or other governmental law relating to the collection, maintenance, use or disclosure of, or notification regarding "corporate information" or "personal information", including the following:
- a. Gramm-Leach-Bliley Act;
 - b. Health Information Technology for Economic and Clinical Health Act (HITECH);
 - c. Health Insurance Portability and Accountability Act (HIPAA);
 - d. State security breach notification laws; and
 - e. Section 5(a) of the Federal Trade Commission Act, but solely for alleged unfair or deceptive acts or practices in or affecting commerce in the use of "personal information".
- 58. "Recognized volunteer"** means an uncompensated individual who volunteers labor or services to you, but only when performing such labor or services at the request of and under the direction of you.
- 59. "Securities"** means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you
- but does not include "money".
- 60. "Service provider"**:
- a. Means any entity with whom the Named Insured has entered into a written contract or agreement to provide a service to support the "named insured network".
 - b. Does not include any entity that provides power, communication services, water or other utility services.
- 61. "Source material"** has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 62. "Special nuclear material"** has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 63. "Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- 64. "Suit"** means a civil proceeding in a court of law or equity, or an arbitration or other alternative dispute resolution proceeding seeking "damages".
- 65. "Suspension"** means the slowdown or cessation of your business activities because of a covered "information risk incident".
- 66. "Telecommunications theft"** means the fraudulent gaining of access to outgoing long distance telephone service through infiltration and manipulation of your "telecommunications services" by a person or organization other than an insured.
- 67. "Telecommunications theft expense"** means the reasonable and necessary amounts charged for "telecommunications services" incurred that are directly attributable to "telecommunications theft".
- 68. "Telecommunications services"** means telephone, fax, data or computer transmission services provided to you by others.
- 69. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 70. "Theft"** means the unlawful taking of property to the deprivation of the Named Insured.
- 71. "Transfer account"** means an account maintained by you at a "financial institution" from which "money" or "securities" can be transferred, paid or delivered by means of:

- a. Computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instructions; or
 - b. Written instructions establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
- 72. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
- 73. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.
- 74. "Waste" means any waste material:
 - a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

CYBER LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
- b. The Program is renewed, extended or otherwise continued in effect:

- (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".
3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to

provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

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

- C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay any loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All coverage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or

damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

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

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

All other policy terms and conditions apply.

17-0153-00
ALTASURANCE ALABAMA LLC
PO BOX 43545
BIRMINGHAM AL 35243-0545

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
517.323.1200

05-11-2022

Owners Insurance Company

SAVANNAH POINTE RESIDENTIAL
ASSOCIATION INC
2635 VALLEYDALE RD STE 200
HOOVER AL 35244-2717

You can view your policy or change your paperless options at
any time online at www.auto-owners.com.

Your agency's phone number is 205-970-2187.

RE: Policy 214617-38308471-22

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company and program may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY ALTASURANCE ALABAMA LLC
17-0153-00 MKT TERR 042 205-970-2187

INSURED SAVANNAH POINTE RESIDENTIAL
ASSOCIATION INC

ADDRESS 2635 VALLEYDALE RD STE 200
HOOVER AL 35244-2717

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 04-27-2022

POLICY NUMBER 214617-38308471-22

Company Use 38-46-AL-2104

Company
Bill

Policy Term

12:01 a.m. to 12:01 a.m.
04-01-2022 to 04-01-2023

Description of Change

LOCATION 1 - 1 SWIMMING POOL - INCREASED TO \$100,000
LOCATION 1 - 2 PERSONAL PROPERTY - INCREASED TO \$50,000
MACHINERY/EQUIPMENT - INCREASED TO \$40,000
LOCATION 1 - 3 OUTDOOR SIGNS - INCREASED TO \$85,000

Transaction Number: 005

Endorsement Premium:
PAID IN FULL DISCOUNT APPLIES

\$611.00
ADDITIONAL

(THIS IS NOT A BILL)

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.



Jencap Insurance Services Inc.
3025 Windward Plaza, Ste 400
Alpharetta, GA 30005
www.geneseins.com
Date Prepared: 4/29/2022

Underwriter: Sophie Ferguson
Phone: (770) 396-1600 Ext: 6509
Fax: (770) 396-7699
Email: sophie.ferguson@jencapgroup.com

Binder

Data Breach

Binder

Agency: Altasurance Alabama LLC

Insured: SAVANNAH POINTE RESIDENTIAL ASSOCIATION INC

Address: P O BOX 43785
Birmingham, AL 35243-

Address: 2635 VALLEYDALE ROAD
CALERA, AL 35040

Phone: (205) 970-2187 Fax: (205) 970-2189
Contact:

Effective Date: 4/28/2022
Expiration Date: 4/28/2023

Policy Number: C-4MQ8-175463-CYBER-2 Renewal Of:
Carrier: North American Specialty Insurance Co
Admitted

Please refer to Coverage Details on the attached Binder.

Premiums

| | |
|-----------------------|---------------|
| Data Breach Premium: | 911.00 |
| Terrorism: | EXCLUDED |
| Total Premium: | 911.00 |
| Commission: | 10.00% |
| Commission Amount: | 91.10 |

Payment Plan: Annual Full Pay

Terms, Conditions, and Exclusions / Binder Notes

PRODUCER: This is to serve as a brief outline of insurance coverage you have requested. This outline is not a complete statement of the Terms, Conditions and Exclusions of the policy. This request and any insurance coverage is not bound as it is subject to the Insurance Carriers acceptance as well as all Terms, Conditions Exclusions and Provisions set forth in any Policy or Endorsement which may be issued. Policies and/or endorsements cancel and supersede this notice. Policy(ies) and/or endorsements will be delivered to you as soon as possible after acceptance. Requests are not deemed bound until written consent is provided. By acceptance, Broker guarantees any and all earned premium(s). Quote and/or coverage is based on the Brokers accurate representation of the Underwriting facts as a material representation of the risk.

INSURER: This Binder is submitted as a contract for insurance coverage of types and limits outlined herein as previously negotiated and accepted by our authorized company writers. If any terms thereof are varied they shall be construed as non-binding suggestions unless accepted by us through written agreement. In such event, or in the event any coverage's are not issued in a timely fashion, we shall not be responsible for any earned premium. The Insurance Carrier will be responsible for collecting directly from the Insured.

CYBER INSURANCE BINDER

Savannah Pointe Residential Association Inc



 JENCAP

POLICY EFFECTIVE DATE
04/28/2022



All information in this document was created by the insurer.



Coalition Insurance Solutions, Inc.
AL License No. 0791146
1160 Battery Street, Suite 350
San Francisco, CA 94111
Producer Code: 1035616

April 28, 2022

Producer:

Avishay Maya
Sayata US Insurance Services, Inc.
177 Huntington Avenue Suite 1703
Boston, MA 02115

Re: Coalition Cyber Policy

Dear Avishay Maya:

We are pleased to enclose our binder for Savannah Pointe Residential Association Inc. Please review the terms and conditions set forth in this binder carefully. Should you have any questions, please contact us within five (5) business days of the receipt of this binder to advise us of any concerns or questions.

If commissions or other compensation are payable hereunder, Sayata US Insurance Services, Inc. will comply with all applicable federal and state laws, rules, regulations and/or orders governing disclosure by an agent, broker or producer to an insured or prospective insured of commissions or other compensation.

Thank you again for the opportunity to work with you as a risk management partner to Savannah Pointe Residential Association Inc. If we can further assist you, or if you would like to learn more about our coverage or integrated approach to cyber risk management, please visit www.coalitioninc.com, or contact us at any time.

Sincerely,

Brendan Cummings
Business Development
+18605089361 (direct)
brendan@coalitioninc.com



Coalition Insurance Solutions, Inc.
AL License No. 0791146
1160 Battery Street, Suite 350
San Francisco, CA 94111
Producer Code: 1035616

BINDER: COALITION CYBER POLICY (FORM SP 17 225 0219)

Named Insured:

Savannah Pointe Residential Association Inc
Savannah Club Dr, Calera, AL 35040, USA
Calera, AL 35040

Producer:

Avishay Maya
Sayata US Insurance Services, Inc.
177 Huntington Avenue Suite 1703
Boston, MA 02115

This certifies that, pending issuance of insurance filing policy number C-4MQ8-175463-CYBER-2022 in the form described below, Coalition Insurance Solutions ("Coalition") is hereby binding the coverage described as follows:

Please be advised that coverage for the above account is bound subject to all of the terms and conditions provided below.

This binder may be canceled at any time during the binder period by the Named Insured by giving written notice of cancellation to Coalition. This binder shall terminate automatically at its expiration as noted in the outlined terms.

If, subsequent to issuance of this binder, and prior to the effective date of the insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the effective date of the insurance contract then the Named Insured must notify Coalition. Coalition reserves the right to rescind this binder as of its effective date or to modify the final terms and conditions of the coverage upon review of the information.

A short-rate premium charge may be made for this binder unless an insurance contract is issued by Coalition or Coalition rescinds this binder.

Filing Policy No.

C-4MQ8-175463-CYBER-2022

Binder Period (this binder may be extended only in writing from Coalition)

From: April 28, 2022 (Effective Date)
To: May 08, 2022 (Expiration Date)
Both dates 12:01 A.M. at the Named Insured's address above.

Policy Period (Policy issuance is subject to the Conditions below)

From: April 28, 2022 (Effective Date)
To: April 28, 2023 (Expiration Date)
Both dates 12:01 A.M. at the Named Insured's address above.

Policy Premium

| | |
|----------------------|-----------------|
| Premium without TRIA | \$910.09 |
| TRIA Premium | \$0.91 |
| Total Premium | \$911.00 |

Aggregate Policy Limit of Liability

\$1,000,000

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.



Coalition Insurance Solutions, Inc.
AL License No. 0791146
1160 Battery Street, Suite 350
San Francisco, CA 94111
Producer Code: 1035616

THIRD PARTY LIABILITY COVERAGES

| Insuring Agreement | Limit / Sub-Limit | Retention / Sub-Retention |
|---|-------------------|---------------------------|
| A. NETWORK AND INFORMATION SECURITY LIABILITY | \$1,000,000 | \$2,500 |
| B. REGULATORY DEFENSE AND PENALTIES | \$1,000,000 | \$2,500 |
| C. MULTIMEDIA CONTENT LIABILITY | \$1,000,000 | \$2,500 |
| D. PCI FINES AND ASSESSMENTS | \$1,000,000 | \$2,500 |

FIRST PARTY COVERAGES

| Insuring Agreement | Limit / Sub-Limit | Retention / Sub-Retention |
|---|-------------------|--------------------------------------|
| E. BREACH RESPONSE SERVICES | \$1,000,000 | \$0 |
| F. BREACH RESPONSE COSTS | \$1,000,000 | \$2,500 |
| G. CRISIS MANAGEMENT AND PUBLIC RELATIONS | \$1,000,000 | \$2,500 |
| H. CYBER EXTORTION | \$1,000,000 | \$2,500 |
| I. BUSINESS INTERRUPTION AND EXTRA EXPENSES | \$1,000,000 | \$2,500 |
| | | i. Waiting period: 8 hours |
| | | ii. Enhanced waiting period: 8 hours |
| J. DIGITAL ASSET RESTORATION | \$1,000,000 | \$2,500 |
| K. FUNDS TRANSFER FRAUD | \$250,000 | \$12,500 |

| Coverages by Endorsement | Limit / Sub-Limit | Retention / Sub-Retention |
|--|-------------------|---------------------------|
| BREACH RESPONSE SEPARATE LIMIT | \$1,000,000 | \$2,500 |
| Limit is separate from and in addition to the Aggregate Policy Limit of Liability | | |
| CR. COMPUTER REPLACEMENT ENDORSEMENT | \$500,000 | \$2,500 |
| SF. SERVICE FRAUD | \$100,000 | \$2,500 |
| RHL. REPUTATIONAL HARM LOSS | \$1,000,000 | Waiting period: 14 days |
| REPUTATION REPAIR ¹ | \$1,000,000 | \$2,500 |

| | | |
|----------------------|-------|--|
| Pre-Claim Assistance | \$220 | Pre-claim assistance is a benefit included as part of the premium. See Section V, CLAIMS PROCESS, PRE-CLAIM ASSISTANCE of the Policy for more details. |
|----------------------|-------|--|

Insurers and Quota Share Percentage

| Insurer | Policy No. | Quota Share % of Loss | Quota Share Limit of Liability | Premium |
|--|---------------|--------------------------|-----------------------------------|----------|
| North American Specialty Insurance Company | CCP1052409-00 | 100% | \$1,000,000 | \$911.00 |

Retroactive Date Full Prior Acts Coverage

Continuity Date April 28, 2022

Breach Response Services Advisor Coalition, Inc.

Endorsements and Forms Effective at Inception

DECLARATIONS SP 17 226 0219

¹ REPUTATION REPAIR ENDORSEMENT amends G. CRISIS MANAGEMENT AND PUBLIC RELATIONS; use of this limit reduces limit for G.



Coalition Insurance Solutions, Inc.
AL License No. 0791146
1160 Battery Street, Suite 350
San Francisco, CA 94111
Producer Code: 1035616

| | |
|---|----------------|
| SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION SIGNATURE PAGE | SP 3 881 0307 |
| COALITION CYBER POLICY | SP 17 225 0219 |
| COMPUTER REPLACEMENT ENDORSEMENT | SP 16 381 0718 |
| REPUTATION REPAIR ENDORSEMENT | SP 14 802 1117 |
| REPUTATIONAL HARM LOSS | SP 17 228 0219 |
| SERVICE FRAUD ENDORSEMENT | SP 16 183 0518 |
| CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM | SP 17 252 0219 |
| DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT | SP 17 255 0220 |
| ALABAMA CHANGES | SP 15 198 1120 |
| BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT | SP 17 223 0219 |
| COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT | SP 16 777 0918 |
| CRIMINAL REWARD COVERAGE | SP 16 670 0818 |
| WRONGFUL COLLECTION EXCLUSION | SP 18 324 0720 |

Conditions:

Issuance of an insurance contract is subject to satisfaction of the following conditions, including payment of premium, which must be fulfilled within ten (10) business days from the effective date of coverage. If they are not met, then this binder will be null and void ab initio (void from the beginning), insurance coverage will not take effect or bind to the insurance carrier(s), and no insurance contract will be issued.

- **Premium must be paid and sent to Coalition within 10 days of the coverage effective date in order for coverage to be effective. However, payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.**
- An authorized representative of the Named Insured signs the Coalition application by the expiration date of Binder Period above.

Please note this binder contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

Coverage provided under this binder is superseded by the policy covering the same risk as of the date the policy is issued.