



A quote proposal for Edwards Pond, LLC

Presented by
Carolina Insurance Group
of FUQUAY VARINA, North Carolina

Let's build roadmaps and solutions together

You had a vision and with hard work it became reality. It's personal. That's why you need the right roadmap for protection.

We've personalized your proposal to include solutions that safeguard your hard day's work, care for your business and help plan for tomorrow. That's just what we do.

Take a look at what Westfield means for your business.



WESTFIELD®

The Right Coverage For You

Here's an overview of the coverages we recommend for your business:

- ✓ Property
- ✓ General Liability

Your Contact

Why us

Our agency's partnership with Westfield is based on strength, responsiveness and customer focus. Westfield partners with our agency by offering both experience and expertise and, together, we represent a partnership poised for success. Key criteria for a Westfield agency include a proven commitment to customers and alignment with Westfield's promise to provide solutions.

Carolina Insurance Group
919-234-7868

Your Insurance Company

Westfield's role

Westfield provides the coverage you need to protect what you have, plus the expert counsel, insights and tools that can help you take your business forward. They work closely with us to make sure you're covered, cared for and confident in the face of any challenge or opportunity.

Commercial Insurance
Personal Insurance
Surety services
Business insights
Tools for competitive advantage

Why Westfield

Westfield was founded in 1848 by a small group of hard-working farmers who believed in the promise of the future and the power of the individual. Today, as one of the nation's leading property and casualty companies, we remain true to their vision. We are dedicated to the protection and prosperity of our customers and to the progress of our communities.

westfieldinsurance.com



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This is not a policy. No coverage is afforded by this proposal. This proposal is only a recommendation of products and coverages offered by your independent agent. All proposals are subject to completed applications, conditions and underwriting approval. If there are differences in the coverages shown in this proposal and those of the actual policy issued, the policy terms, conditions, limitations and exclusions will prevail. The premiums quoted may change at policy issuance.



WESTFIELD®

Quote #
526046N-1

Quote Period
2/16/2026 - 2/16/2027

Valid Until
6/13/2026

Your Insurance
Westfield
800.243.0210
westfieldinsurance.com

Your Business
Edwards Pond, LLC
1326 Edwards Pond Ct
Apex, NC 27502

Your Contact
Carolina Insurance Group
919-234-7868
www.carolinainsurancegroup.net

Your Coverage at a Glance

Here is a summary of your coverages.

You can refer to individual coverage sections for more details.

Line of Business	Premium	Page
Property	\$163.00	4
General Liability	\$337.00	5
Total Annual Premium	\$500.00	

Ways to Pay

Annual	\$500.00
Semi-Annual	\$250.00
Quarterly	\$125.00*
Monthly	\$41.67*

*Installment fees apply. Amount shown is less installment fees.



A great way to save.
Set up recurring payments to avoid installment fees. Contact us to enroll in Westfield Easy Pay.



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Your Business
Edwards Pond, LLC

Your Property Premium Summary

Property Premium at a Glance

Property	Premium
Loc #1, Bldg #1 Building #1 1326 Edwards Pond Ct, Apex, NC 27502-2555	\$161.00
Property Wide Coverages	\$2.00
Total Annual Premium	\$163.00

Consider installing a hard-wired fire alarm system that's connected to a central-station monitoring company to reduce major property damage.

Property Wide Coverages

Coverage	Deductible	Limit	Premium
Terrorism Included			\$2.00
Total Property Wide Coverages Premium			\$2.00

Property Premium Summary By Building

Loc #1, Bldg #1 1326 Edwards Pond Ct, Apex, NC 27502-2555 Occupancy - Building #1			
Coverage	Deductible	Limit	Premium
Billboard and Signs (Not on Buildings)	\$1,000	\$10,000	\$141.00
Cause of Loss - Special Including Theft			
Coinsurance - 80%			
Valuation - Replacement Cost			
All Other (mail kiosk)	\$1,000	\$10,000	\$20.00
Cause of Loss - Special Including Theft			
Coinsurance - 80%			
Valuation - Replacement Cost			
Total Building Premium			\$161.00

Having a fire safety plan is important to keeping you and your business safe. Choose, install, inspect, maintain and test your fire extinguishers according to NFPA standards with a documented service contract.



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Quote #
526046N-1

Quote Period
2/16/2026 - 2/16/2027

Valid Until
6/13/2026

Your Business
Edwards Pond, LLC

Your General Liability Premium Summary

General Liability Limits of Insurance

Description	Deductible	Limit
Each Occurrence		\$1,000,000
Personal and Advertising Injury		\$1,000,000
General Aggregate		\$2,000,000
Products and Completed Operations		\$2,000,000
Damage to Premises Rented to You		\$100,000
Medical Payments		Excluded

General Liability Schedule of Hazards

Classification	Premium Basis	Rate Type	Rate	Premium
Loc #1 1326 Edwards Pond Ct Apex, NC 27502-2555				
68500: Townhouses or Homeowner Associations (association risk only)	Units 13	Prem/Ops	2.575	\$33.00
Total Schedule of Hazards Premium				\$33.00

Quality-control procedures can reduce product recalls and help avoid customer risks associated with poorly made products.

General Liability Total Premium

Total Preliminary Prem/Ops Premium	\$33.00
Total General Liability Coverages Premium	\$239.00
Total General Liability Terrorism Premium	\$1.00
Total General Liability Preliminary Quote Premium	\$337.00



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Schedule of Forms and Endorsements

Named Insured: Edwards Pond, LLC
Effective Date: 2/16/2026

Forms That Apply to Multiple Coverage Parts

Number	Edition Date	Title
ILDS01	0518	COMMERCIAL PACKAGE POLICY COMMON POLICY DECLARATIONS
ILDS02	0518	COMMERCIAL PACKAGE POLICY COMMON POLICY SCHEDULE
ILDS73	0518	SCHEDULE OF FORMS AND ENDORSEMENTS
IL0003	0908	CALCULATION OF PREMIUM
IL0017	1198	COMMON POLICY CONDITIONS
IL0022	0587	EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL7041	1214	VALUE GUARD ENDORSEMENT
IL0269	0908	NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
IL7093	0121	NORTH CAROLINA - COINSURANCE CONTRACT
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL7013	1206	EXCLUSION - LEAD

Forms That Apply to Commercial Property

Number	Edition Date	Title
CPDS73	0518	COMMERCIAL PROPERTY DECLARATIONS
CP0010	1012	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0090	0788	COMMERCIAL PROPERTY CONDITIONS
CP0140	0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP9904	1219	CANNABIS EXCLUSION WITH HEMP EXCEPTION
CP1030	0917	CAUSES OF LOSS - SPECIAL FORM
CP1075	1220	CYBER INCIDENT EXCLUSION
CP0118	0623	NORTH CAROLINA CHANGES

Forms That Apply to Commercial General Liability

Number	Edition Date	Title
CGDS01	0518	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0069	1223	EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
CG132	0518	GENERAL LIABILITY MANUSCRIPT ENDORSEMENT
CG2017	1219	ADDITIONAL INSURED - UNIT-OWNERS OF TOWNHOUSE OR HOMEOWNER ASSOCIATIONS



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Number	Edition Date	Title
CG2106	1223	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG2135	1001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG2147	1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2167	1204	FUNGI OR BACTERIA EXCLUSION
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2426	0413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG2503	0509	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	0509	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
CG4015	1219	CANNABIS EXCLUSION WITH HEMP EXCEPTION
CG4028	0922	BROAD ABUSE OR MOLESTATION EXCLUSION
CG4032	0523	EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
CG4035	1223	EXCLUSION - CYBER INCIDENT
CG7017	1298	EXCLUSION-ASBESTOS
CG9909	1219	PREMIUM AUDIT NONCOMPLIANCE CHARGE
CG7183	0720	EXCLUSION ARTIFICIAL SUNTANNING FACILITIES OR DEVICES
CG7230	0722	COMMUNICABLE DISEASE EXCLUSION - FOODBORNE ILLNESS EXCEPTION



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDOMINIUMS, CO-OPS, ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY
DECLARATIONS**

This **endorsement** modifies insurance provided under the following:

CONDOMINIUMS, CO-OPS, ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY
DECLARATIONS - CG DS 80

Annual Aggregate Limit: \$1,000,000

Deductible Amount: \$1,000

Retroactive Date: 2/16/2026

The following forms apply:

CG132 adding coverage form CG 71 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDOMINIUMS, CO-OPS, ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY
COVERAGE FORM**

This endorsement modifies insurance provided under the following:

CONDOMINIUMS, CO-OPS, ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY COVERAGE
FORM - CG 71 85

THIS FORM PROVIDES CLAIMS MADE COVERAGE.

PLEASE READ THE ENTIRE FORM CAREFULLY.

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

Throughout this coverage form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

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

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

**SECTION I - CONDOMINIUMS, CO-OPS, ASSOCIATIONS DIRECTORS AND OFFICERS LIABILITY
COVERAGE**

1. Insuring Agreement – Management Liability

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

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

The "wrongful act" must take place in the "coverage territory".

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

(1) Such spousal status; or

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

all "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated as "loss" which the "insured person" becomes legally obligated to pay as a result of the

"claim" made against such "insured person". Such "loss" to the spouse will be covered only if and to the extent that such "loss" would be covered if incurred by the "insured person".

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

- c. This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:
- (1) The estate, heirs or legal representatives of a deceased "insured person"; and
 - (2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

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

2. Insuring Agreement – Association Reimbursement

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

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

The "wrongful act" must take place in the "coverage territory".

3. Insuring Agreement – Association Liability

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

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

The "wrongful act" must take place in the "coverage territory".

4. Defense And Settlement

We will have the right and duty to defend any "claim" made against the insured under **SECTION I** of this Coverage Form.

However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply.

We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements.

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to **SECTION IV, Paragraph 2.** or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to **SECTION IV, Paragraph 2.**

5 Exclusions

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

- a. Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
- b. For "bodily injury".
- c. For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
- d. For "property damage".
- e. Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
- f. Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Declarations.
- g. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
 - (1) During a prior policy period of this policy; or
 - (2) Under any insurance policy of which this policy is a replacement.
- h. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Declarations, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.
- i. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
- j. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
- k. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
 - (1) A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or
 - (2) A "claim" arising out of a "wrongful employment practices act".
- l. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
- m. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
 - (1) The "association" would have been liable in the absence of such contract or agreement; or
 - (2) Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act";
- n. Arising out of "personal and advertising injury".
- o. Arising out of:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

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

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

- p. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

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

6. SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against any insured we defend:

- a. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- b. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- c. 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.
- d. 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.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. Each of the following is an insured:
 - a. The "association" is an insured.
 - b. "Insured persons" are insureds.

SECTION III - LIMITS OF INSURANCE

1. Annual Aggregate Limit Of Insurance

The most we will pay for the sum of all "loss" under **SECTION I**, Paragraphs **1, 2 and 3** is the aggregate Limit Of Insurance shown in the Declarations.. This limit applies regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons, organizations or government agencies making "claims" or bringing "suits".

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

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

2. Deductible

Subject to **SECTION III**, Paragraph 1., we will pay only that amount of "loss" which is in excess of the Deductible shown in the Declarations. The Deductible will be borne by the insureds, uninsured and at their own risk. A single deductible will apply to all "loss" resulting from all "claims" alleging the same "wrongful acts" or "interrelated wrongful acts".

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

SECTION IV - CONDOMINIUMS, CO-OPS, ASSOCIATIONS DIRECTORS AND OFFICERS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

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

a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act" took place;
- (2) The names and addresses of any person involved in the specific "wrongful act", including names and addresses of the potential claimants;
- (3) Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";
- (4) The nature of the alleged or potential damages arising from such specific "wrongful act"; and
- (5) The circumstances by which the insureds first became aware of the specific "wrongful act".

b. If a "claim" is received by any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "wrongful acts" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b. – Excess Insurance** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "wrongful acts" on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Declarations for this Coverage Form; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations for this Coverage Form.

When this insurance is excess, we will have not duty to defend an insured against any "claim" if any other insurer has a duty to defend an insured against that "claim". If no other insurer defends, we will undertake to do so, but we will be entitled to an insured's rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our share of the amount of the loss, if any, that is in excess of the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Form.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Concealment, Misrepresentation Or Fraud

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

6. Separation of Insureds

Except with respect to the Limits of Insurance of **SECTION III – LIMITS OF INSURANCE**, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against who "claim" is made or "suit" is brought.

7. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. Cancellation, Nonrenewal, Renewal and Reduction or Deletion of Coverage

The following conditions also apply to this Coverage Form:

All conditions relating to cancellation, nonrenewal, renewal, and reduction or deletion of coverage which would apply to the Commercial General Liability Coverage Part attached to this policy.

9. Consent to Settle

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

SECTION V - EXTENDED REPORTING PERIOD

For the purposes of the coverage provided by this Coverage Form, the following Extended Reporting Period provisions are added:

1. You will have the right to purchase an Extended Reporting Period from us if:
 - a. This Coverage Form is cancelled or not renewed for any reason; or
 - b. We renew or replace this Coverage Form with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations; or
 - (2) Does not apply to "wrongful acts" on a claims-made basis.
2. An Extended Reporting Period, as specified in **SECTION V, Paragraph 1.** of this Coverage Form, lasts three years and is available only for an additional premium.
3. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
 - a. The "claim" is first made during the Extended Reporting Period;
 - b. The "wrongful act" occurs before the end of the policy period; and
 - c. The "wrongful act" did not commence before the Retroactive Date.
4. You must give us a written request for the Extended Reporting Period within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first.
5. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this Coverage Form. Once in effect, the Extended Reporting Period may not be cancelled.
6. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Extended Reporting Period will be deemed fully earned as of the date it is purchased.

7. There is no separate or additional Limit of Insurance for the Extended Reporting Period. The Limit of Insurance available during the Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limit of Insurance available at the time this Policy was cancelled or nonrenewed.

SECTION VI - 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 purpose of this definition:
- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Association" means the entity named in the Declarations as the named association.
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Claim" means:
- a. A written demand for monetary damages against any insured;
 - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
 - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
 - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;
- for a "wrongful act", including any appeal therefrom.
5. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
6. "Coverage territory" means anywhere in the world provide the "claim" is brought against an insured in the United States of America (including its territories and possessions). Puerto Rico and Canada.
7. "Financial insolvency" means the status of the "association" resulting from:
- a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
 - b. The "association" becoming a debtor in possession.
8. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".
9. "Interrelated wrongful act" means all causally connected "wrongful acts".
10. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by

law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.

11. "Personal and advertising injury" means injury, including consequential "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;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
12. "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.
13. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physical injured.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
14. "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
15. "Wrongful act" includes a "wrongful employment practices act" and means:
 - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
 - b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".
16. "Wrongful employment practices act" means any actual or alleged:
 - a. Wrongful dismissal, discharge or termination of employment;
 - b. Breach of any implied employment contract;

- c. Employment-related misrepresentation;
- d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
- e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
- f. Wrongful failure to employ or promote;
- g. Wrongful reference, discipline or deprivation of a career opportunity;
- h. Failure to adopt adequate workplace or employment policies and procedures; or
- i. Illegal retaliatory treatment.