



Richmond National Insurance Company  
 3951 Westerre Parkway, Suite 200  
 Richmond, VA 23233

## DECLARATIONS

# COMMERCIAL EXCESS LIABILITY POLICY

In consideration of the payment of the Premium, and in reliance on all the statements made and the information contained in the Application(s) and all materials submitted in support of the Application(s) and subject to all the terms and conditions of this Policy, Richmond National Insurance Company agrees with the First Named Insured to provide the insurance as stated in this Policy.

**Policy Number:** RN-7-0503752-01

**New Business**

Item 1. First Named Insured and Address:	The Hammocks Community Association, Inc. 9020 Hammocks Blvd Miami, FL 33196	
Item 2. Producer Name and Address	XS Brokers 13 Temple Street Quincy, MA 02169	
Item 3. Policy Period:	02/02/2025 - 01/06/2026 12:01 A.M. standard time at the address of the First Named Insured as shown above	
Item 4. Business Description:	Homeowner's Association	
Item 5. Limits of Insurance:	\$ 3,000,000 \$ 3,000,000	A. Each Occurrence B. Annual Aggregate
Item 6. Schedule of Underlying Insurance:	See: RNXC 1004 1021 Schedule of Underlying Policies	
Item 7. Annual Premium:	\$ 362,294 Rejected \$ 362,294 \$ 150 \$ 362,444	Policy Premium Terrorism Total Premium Company Fee Advance Minimum and Deposit
Item 8. Forms and Endorsements:	Forms and Endorsements applying to this coverage are made a part of the policy at time of issue. See: RNIL 1034 0223 Schedule of Forms and Endorsements	
Item 9. Total Amount Due At Inception:	\$ 362,444	

This Declarations Page, together with the Policy and any endorsements shall constitute the contract between the First Named Insured and Richmond National Insurance Company.

02/02/2025

Date

By:

  
 AUTHORIZED REPRESENTATIVE

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

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

Premium: \$362,294.00  
 Policy Fee: \$1,000.00  
 Carrier Program Fee: \$150.00  
 Surplus Lines Tax: \$17,954.13  
 Stamping Office Fee: \$218.07

Total: \$381,616.20



## **RICHMOND NATIONAL INSURANCE COMPANY FLORIDA POLICYHOLDER NOTICE**

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



## **IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS**

The state of Florida requires an insurer to make a telephone number available for policyholders to present inquiries or obtain information about coverage, and to provide assistance in resolving complaints.

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have any additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

**Richmond National Insurance Company**

**Legal Department**

**Call: (804) 256-0525**

Email: [legal@richmondnational.com](mailto:legal@richmondnational.com)

Mail: 3951 Westerre Parkway, Suite 200, Richmond, VA, 23233

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Florida Department of Financial Services, Consumer Protection Division at:

**Florida Department of Financial Services**

**Consumer Protection Division**

**Within the state of Florida: 1-877-693-5236**

**Outside the state of Florida: (850) 413-3089**

**Operators will provide you with additional information  
as to which particular office location and address to  
mail in your complaints/concerns.**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Florida Department of Financial Services, Consumer Protection Division, have your policy number available.

# **RICHMOND NATIONAL INSURANCE COMPANY**

## **PRIVACY NOTICE**

This privacy notice explains how we collect, use, share, and protect your personal information. We are committed to safeguarding your privacy, as we respect your right to privacy and promise to treat your personal information responsibly. We follow all data security laws and protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it. Our business partners are also legally bound to use your information for our purposes only.

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

### **INFORMATION WE COLLECT**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

### **DISCLOSURE OF INFORMATION**

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

### **CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION**

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

### **ADDITIONAL INFORMATION & CA RESIDENTS**

If you have any questions about this privacy notice, please review our broader privacy policy and additional detail (including for California residents seeking review of personal information contained in our files) at: <https://www.richmondnational.com/privacy-policy/>

# NOTICE

## HOW TO REPORT A CLAIM

It is important that you report any claim, potential claim, loss, circumstance or incident directly to Richmond National Insurance Company. **Reporting a claim, potential claim, loss, circumstance or incident to an insurance agent or broker is not notice to Richmond National Insurance Company.** Failure to report directly to Richmond National Insurance Company may jeopardize coverage under the Policy. For more specific detail as to your reporting requirements please review your applicable policy.

New claims, potential claims, loss, circumstances or incidents can be reported by email, mail, online or phone at any time:

### By E-mail:

[newclaims@richmondnational.com](mailto:newclaims@richmondnational.com)

### By Mail:

Richmond National Insurance Company  
Attn: Claims Services  
3951 Westerre Parkway, Suite 200  
Richmond, VA 23233

### Online:

[www.richmondnational.com/claims](http://www.richmondnational.com/claims)

### \*By Phone:

(804) 256-0525

**\*Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

For general claims questions, please call us at (804) 256-0525.

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

## **EXCLUSION – OFAC AND OFAC RELATED LIABILITY**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged advice, guidance, compliance, due diligence, administration, licensing, enforcement, reporting, procedures, violations, fines, penalties, transactions, or any other acts, errors, or omissions regulated by the Secretary of Treasury, Office of Foreign Assets Control (OFAC) as set forth in the Federal Statutes, Executive Orders, implementing regulations in Title 31 Chapter V of the Code of Federal Regulations, in the Federal Register, any state or local equivalent, and any similar law.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of intent, and regardless of any other provision in the policy to the contrary.

In the event a claim or suit against the insured is excluded, then this exclusion shall apply to preclude coverage for the entirety of the claim or suit even if any portion of the claim or suit would have been covered or a duty to defend would have been owed in the absence of the excluded portion.

# SCHEDULE OF FORMS AND ENDORSEMENTS

Name Insured: The Hammocks Community Association, Inc.

Policy Number: RN-7-0503752-01

Form Number	Form Title
RNXC 1002 1021	EXCESS DECLARATIONS PAGE
RNIL 1006 FL 0822	FLORIDA POLICY HOLDER NOTICE
RNIL 1025 FL 0822	IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS
RNIL 1008 1021	PRIVACY NOTICE
RNIL 1009 0124	NOTICE HOW TO REPORT A CLAIM
RNIL 1005 1021	EXCLUSION - OFAC AND OFAC RELATED LIABILITY
RNIL 1034 0223	SCHEDULE OF FORMS
RNXC 1000 1021	COMMERCIAL EXCESS POLICY COVERAGE FORM
RNXC 1004 1021	SCHEDULE OF UNDERLYING POLICIES
RNXC 1006 1021	MINIMUM EARNED PREMIUM
RNXC 1001 1122	COMBINED POLICY EXCLUSION
RNXC 1009 1021	FOREIGN LIABILITY EXCLUSION
RNXC 1010 1021	ELECTRONIC, FACSIMILE, TELEPHONIC EXCLUSION
RNXC 1013 1021	UNIMPAIRED AGGREGATE LIMIT ENDORSEMENT
RNXC 1016 1021	ANTI-STACKING OF LIMITS ENDORSEMENT
RNIL 1002 1021	EXCLUSION - VIRUS, DISEASE, INFECTIOUS AGENTS
RNIL 1001 1021	EXCLUSION - MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGENS
RNIL 1003 1021	EXCLUSION - NUCLEAR ENERGY LIABILITY
RNIL 1004 1222	EXCLUSION - PFAS AND RELATED CHEMICALS
RNIL 1012 1021	EXCLUSION - ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
RNIL 1013 1021	SERVICE OF SUIT
RNIL 1011 1021	EXCLUSION - ABSOLUTE POLLUTION, SILICA, ASBESTOS, LEAD AND RELATED LIABILITY
RNIL 1030 1122	EXCLUSION - PUNITIVE DAMAGES
RNXC 1033 1021	INJURY TO INDEPENDENT CONTRACTORS EXCLUSION
RNXC 1043 1021	ESTABLISHMENTS, EVENTS AND PERFORMANCES EXCLUSION
RNXC 1085 0622	LIQUOR LIABILITY EXCLUSION
RNIL 1015 1021	PROFESSIONAL SERVICES EXCLUSION
RNIL 1019 0923	EXCLUSION - ASSAULT, BATTERY, ABUSE AND RELATED CONDUCT
RNXC 1021 1022	CONSTRUCTION ACTIVITIES EXCLUSION WITH MAINTENANCE OR EMERGENCY REPAIR EXCEPTION
RNXC 1092 1022	LIMITED COVERAGE FOR SWIMMING POOLS AND SPAS - EXCLUDING DIVING BOARDS, PLATFORMS, SLIDES OR SIMILAR APPARATUS
RNXC 1074 1221	EXCLUSION - TRAFFICKING VICTIM
RNXC 1095 0823	EXCLUSION - EVICTION AND FAILURE TO MAINTAIN EXCLUSIONS

<b>Form Number</b>	<b>Form Title</b>
RNXC 1088 0822	PASSENGER TRANSPORTATION, DELIVERY AND VALET SERVICES LIABILITY EXCLUSION
RNIL 1023 1021	CONFIRMATION OF REJECTION OF TERRORISM COVERAGE PURSUANT TO THE TERRORISM RISK INSURANCE ACT
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE US
RNIL 1000 1021	WAR AND TERRORISM EXCLUSION
CG 21 84 01 15	EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
RNIL 1007 1021	SIGNATURE ENDORSEMENT



# COMMERCIAL EXCESS LIABILITY FORM

Please read the entire policy and any “underlying insurance(s)” carefully to determine rights, duties and what is covered and not covered. Various provisions in this policy restrict coverage. The words “you” and “your” refer to the Named Insured in the Declarations and any other person or organization qualifying as an insured under the “underlying insurance(s)”, but no person or organization qualifying as an additional insured under the “underlying insurance(s)” qualifies as an insured under this policy unless the Named Insured in the Declarations has agreed to include such person or organization as an additional insured in a written contract or written agreement with such person or organization. The words “we”, “us” and “our” refer to Richmond National Insurance Company. Words that appear in quotation marks are defined terms.

## SECTION I – EXCESS LIABILITY INSURANCE COVERAGE

### INSURING AGREEMENT

We will pay those sums in excess of the Limits of Insurance of “underlying insurance(s)” that you become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence, or personal and advertising injury caused by an offense, to which this insurance applies, provided that such damages would be covered by the “underlying insurance(s)” but for the exhaustion of the applicable Limits of Insurance of such “underlying insurance(s)”.

This insurance only applies to bodily injury or property damage that occurs during the policy period, and personal and advertising injury caused by an offense committed during the policy period.

This policy shall follow the terms, definitions, conditions, and exclusions of the “underlying insurance(s)”, subject to the policy period, policy limits, premiums and all other terms, definitions, conditions, and exclusions of this policy. However, if any of the provisions of the “underlying insurance(s)” conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not in any event provide broader coverage than that provided by the “underlying insurance(s)”.

The amount we will pay for damages shall not exceed the Limits of Insurance stated in **Item 4** of the Declarations.

## SECTION II – LIMITS OF INSURANCE

Regardless of the number of insureds under this policy, persons or organizations who sustain bodily injury, property damage or personal and advertising injury, claims made or suits brought, our liability is limited as follows:

- a. The Limits of Insurance under this policy apply only when the total applicable limits of the “underlying insurance(s)” have been exhausted by the payment of claims for damages. If any “underlying insurance(s)” is subject to a sublimit, this insurance shall not drop down as excess of such sublimit; however, the applicable limits of the “underlying insurance(s)” shall be reduced to the extent of any payment subject to such sublimit under such “underlying insurance(s)”.
- b. The Limits of Insurance shown in **Item 4** of the Declarations as Each Occurrence or Offense is the most we will pay for damages because of bodily injury, property damage and personal and advertising injury arising out of any one occurrence or offense. Where “underlying insurance(s)” include defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included and will reduce the Each Occurrence or Offense Limit of this policy as well.

- c. The Limits of Insurance shown in **Item 4** of the Declarations as the Annual Aggregate is the most we will pay for all damages arising out of all occurrences and offenses during the policy period.
- d. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless this policy is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding policy period for the purposes of determining the Limits of Insurance.

### **SECTION III –DEFENSE, INVESTIGATION AND SETTLEMENT**

We will have the right and shall be given the opportunity to participate in the investigation, defense and settlement of claims or suits against you seeking damages to which this insurance may apply. We will have the duty to defend such claims or suits when the applicable limits of insurance of “underlying insurance(s)” have been exhausted by payments of judgments, settlements and any defense costs or expenses subject to such limits. We may, at our discretion, investigate and settle any claims or suits.

Subject to the above provisions, costs incurred shall be paid as follows:

- a. All defense costs and expenses incurred by you without our prior written consent shall be paid by you.
- b. If a claim or suit is settled within the limits of insurance of any “underlying insurance(s)”, or any other available insurance(s), no defense costs or expenses will be payable by us.
- c. When we assume the defense of any claim or suit against you that seeks damages covered by this policy, we will pay all reasonable defense costs and expenses to the extent that such payments are not covered under any “underlying insurance(s)”, or any other available insurance(s).
- d. If the “underlying insurance(s)” include defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included and will reduce the Limits of Insurance as shown in **Item 4** of the Declarations.

In the event you or the underlying insurer(s) elect not to appeal a judgment in excess of the limits of the “underlying insurance(s)”, we may elect to make such an appeal. If we so elect, we shall pay, in addition to the applicable Limits of Insurance, all costs or expenses we incur.

We will have no duty to investigate, defend or settle claims or suits once the Limits of Insurance of this policy as stated in **Item 4** of the Declarations are exhausted, or to which this insurance does not apply.

### **SECTION IV –DEFINITIONS**

Unless defined below or elsewhere in this policy, terms that are defined in “underlying insurance(s)” shall have the same meaning in this policy.

- a. “Primary insurance” means the “underlying insurance(s)” listed as “primary insurance” in the Schedule of Underlying Insurance forming a part of this policy.
- b. “Underlying insurance(s)” means:

All policies or self-insurance, including the “primary insurance” listed in the Schedule of Underlying Insurance, and any replacements or renewals of them, provided that such replacement or renewal

policy(ies) provide coverage equivalent to and afford limits of insurance equal to or greater than the policy(ies) being renewed or replaced.

Policies purchased or issued for newly acquired or newly formed organizations shall not be more restrictive than any of the policies included in the Schedule of Underlying Insurance.

## **SECTION V –CONDITIONS**

If any conditions of the “underlying insurance(s)” conflict with any conditions of this policy, the conditions of this policy will apply.

### **a. Maintenance of “Underlying Insurance(s)”**

You will maintain the “underlying insurance(s)” in full force and effect during the term of this policy and inform us within 30 days of any replacement or material change to the “underlying insurance(s)”.

If you do not maintain the “underlying insurance(s)” in full force and effect or fail to meet all conditions, terms and warranties of such “underlying insurance(s)”, this policy will apply as if the “underlying insurance(s)” were available and collectible.

The aggregate limits of the “underlying insurance(s)” shall be unimpaired at the effective date of this policy and only occurrences and offenses taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

If any “underlying insurance(s)” is replaced by a policy that provides coverage that is broader or contains limits of insurance that are less than those indicated in the Schedule of Underlying Insurance forming a part of this policy, then this policy will apply as if the terms, conditions and limits of the “underlying insurance(s)” indicated in the Schedule of Underlying Insurance were still available and collectible, unless this policy has been endorsed in writing to reflect such change(s) in the “underlying insurance(s)”.

Your failure to comply with this “Maintenance of ‘Underlying Insurance(s)’” condition shall not invalidate this policy, but in the event of such failure, this policy shall apply only to the extent that it would have applied had you complied.

If any “underlying insurance(s)” is not available or collectible because of:

1. The bankruptcy or insolvency of the underlying insurer(s) providing such “underlying insurance(s)”; or
2. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply, and amounts payable hereunder shall be determined, as if such “underlying insurance(s)” were available and collectible.

No statement contained in this condition limits our right to cancel or not renew this policy.

### **b. Other Insurance**

This insurance is excess over and shall not contribute with any other valid and collectible insurance whether primary, excess, contingent, or any other basis, except any other insurance written specifically to be excess over this policy.

**c. Duties in the Event of an Occurrence, Offense, Claim, or Suit**

You must see to it that we are notified as soon as practicable of an occurrence or offense that may result in a claim for damages or suit under this policy. To the extent possible, notice should include:

1. How, when and where the occurrence or offense took place;
2. The names and addresses of any injured persons and any witnesses; and
3. The nature and location of any injury or damage arising out of the occurrence or offense.

If a claim is made, or suit is brought against you which is reasonably likely to involve this policy, you must notify us in writing. Written notice should be provided to us at the address shown on the Claims Reporting page.

You and any other "insured" must immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit. In addition, you must authorize us to obtain records and other information, cooperate with us in the investigation, settlement and defense of the claim or suit and assist us upon our request in the enforcement of any right against any person or organization that may be liable to you because of injury or damage to which this policy may apply.

You, except at your own cost, will not voluntarily make payment, assume any obligation, or incur any expense without our consent.

**d. Transfer of Your Rights and Duties Under this Policy**

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally incapacitated, bankrupt, or insolvent, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. In any event, Notice of Cancellation in accordance with Section V.5 sent to the first Named Insured as shown in Item 1 of the Declarations and mailed to the address shown in the Declarations will be deemed sufficient notice to effect cancellation of this policy.

**e. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (a) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium;  
or
  - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's mailing address on the Declarations page. If notice is mailed, proof of mailing will be deemed sufficient proof of notice.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any refund due subject to the minimum earned premium provisions of the policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be deemed effective even if we have not made or offered a refund.

The provisions of this section apply to this policy unless otherwise required under applicable law or amended by endorsement.

**f. Non-Renewal**

1. If we elect not to renew this policy, we shall mail written notice to the first Named Insured at the address shown on the Declarations page. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the policy period.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of this section apply to this policy unless otherwise required under applicable law or amended by endorsement

**g. Premium**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date of the policy or on an annual basis, we will determine the rate and premium and may amend the terms and conditions of the policy in accordance with the rates and rules then in effect.

**h. Service of Suit**

It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, Richmond National Insurance Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of Richmond National Insurance Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the registered agent for service of process of Richmond National Insurance Company, and that in any suit instituted against Richmond National Insurance Company upon this policy, Richmond National Insurance Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Richmond National Insurance Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any insured beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy of such process.

**i. Territory**

This insurance applies to occurrences and offenses that take place in the coverage territory as it is described below:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
3. All other parts of the world if the injury or damage arises out of:
  - (a) Goods or products made or sold by you in the territory described in 1. above; or
  - (b) The activities of a person whose home is in the territory described in 1. above, but is away for a short time on your business; or
  - (c) Personal and advertising injury offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in 1. above.

**j. Binding Arbitration**

We and all Insureds agree that any dispute based upon, directly or indirectly arising from, in any way related to, or in any way involving rights and duties under this Policy shall be resolved by binding arbitration, which shall be the sole and exclusive means to resolve any and all disputes. Either party may initiate binding arbitration. The arbitration forum and process shall be agreed to by the parties, but if the parties are unable to reach agreement, the matter shall be submitted to the American Arbitration Association ("AAA") and governed by the Commercial Arbitration Rules of the AAA. The arbitration will be decided by a panel of 3 arbitrators, unless the parties agree to one arbitrator. If the parties select a panel of 3 arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The decision of the arbitrators shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings regardless of its outcome. This provision can only be invoked to the extent permitted in the jurisdiction in which the claim was made or where the Insured is domiciled.

# SCHEDULE OF UNDERLYING POLICIES

Name Insured: The Hammocks Community Association, Inc.

Policy Number: RN-7-0503752-01

## General Liability

<b>Carrier:</b>	Kinsale Insurance Co
<b>Policy Period:</b>	01/06/2025 - 01/06/2026
<b>Policy Number:</b>	As on file with carrier
<b>Limits of Insurance</b>	
<b>Each Occurrence:</b>	\$1,000,000
<b>Annual Aggregate:</b>	\$2,000,000
<b>Products And Completed Operations Aggregate:</b>	\$2,000,000
<b>Personal And Advertising:</b>	\$1,000,000
<b>Hired &amp; Non-owned Auto:</b>	Not Applicable

## Auto Liability

<b>Carrier:</b>	Progressive
<b>Policy Period:</b>	12/07/2024 - 12/07/2025
<b>Policy Number:</b>	As on file with carrier
<b>Limits of Insurance</b>	
<b>Each Accident:</b>	\$1,000,000
<b>Hired &amp; Non-owned Auto:</b>	Not Applicable

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MINIMUM EARNED PREMIUM

This following modifies all coverage forms and coverage parts attached to this policy.

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Cancellation and Non-renewal provisions **e.** and **f.** found in **SECTION V. – CONDITIONS** of the **COMMERCIAL EXCESS LIABILITY COVERAGE FORM RNXC 1000 1021** are hereby amended to include the following:

This endorsement sets forth the minimum earned premium for the policy.

1. The minimum premium for the policy period is 100% of the total policy premium as shown on the policy declarations page plus any premium adjustment by endorsements and any additional premium developed by premium audit.
2. Premium audits of policy resulting in a return premium will not reduce the minimum as stated in paragraph 1.
3. If this policy is cancelled, and the policy is not subject to premium audit, there will be a Minimum Earned Premium retained by us of 25% of the minimum premium described in paragraph 1.
4. If this policy is cancelled and the policy is subject to premium audit, the earned premium will be determined by final premium audit. In no event will the earned premium be less than 25% of the minimum premium as described in paragraph 1.
5. If a policy fee is applicable to this policy, it will be fully earned and not refundable.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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

## **COMBINED POLICY EXCLUSIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusions are added to this policy:

### **I. CONTINUOUS OR PROGRESSIVE CLAIM EXCLUSION**

- a. This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving injury or damage which begins to take place or takes place before the inception date of this policy or before the retroactive date of this policy if applicable, regardless of whether or not such injury or damage is known to any insured. This exclusion shall apply even though the nature and extent of such injury or damage may change and even though the injury or damage may be continuous, progressive, cumulative, changing or evolving, and even though the occurrence or offense may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.
- b. If you are a contractor, builder or developer, the following also applies:
  1. Property damage to units of or within a single project or development, and arising from the same general type of harm, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage or injury may change and even though the occurrence causing such property damage may be or involve a continuous or repeated exposure to substantially the same general harm which also continues or takes place (in the case of repeated exposure to the substantially the same general harm) during the policy term.

### **II. EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving employment-related practices, regardless of fault, intent, particular cause of action pled, are not covered under this policy, nor are any expenses or any obligation to share damages with or repay anyone else who must pay damages from same. Employment-related practices include, but are not limited to:

- a. Refusal to employ any person(s) or termination of employment of any person(s); or
- b. Any employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation, discrimination, malicious prosecution directed at any person(s); or
- c. Consequential injury as a result of a. or b. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and whether the injury-causing event(s) described in paragraphs a., b., or c. above occurs before employment, during employment or after employment of that person(s).

### **III. DUTY TO DEFEND EXCLUSION**

Where there is no coverage under this policy, there is no duty to defend.

### **IV. DISCRIMINATION EXCLUSION**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving discrimination of any kind, including but not limited to discrimination on the basis of age, color, race, gender, gender identification, religion, creed, national origin, marital status, handicap, disability, or sexual preference. This exclusion applies regardless of fault, intent, or the particular cause of action pled and includes but is not limited to any expenses or obligation to share damages with or repay another who must pay damages as a result of discrimination.

### **V. NAMED INSURED VS. NAMED INSURED EXCLUSION**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any claims or suits brought by the Named Insured against any other Named Insured.

### **VI. OCCUPATIONAL DISEASE(S) EXCLUSION**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving:

- a. An “occupational disease(s);” or
- b. The fear of sustaining injury or illness resulting from an “occupational disease(s).”

“Occupational disease(s)” means any physical or mental disease, condition or disability of any employee(s) arising out of the operations or conditions of employment, including, but not limited to any disease, condition or disability from a repetitive operation or any contact with, handling of, or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes.

This exclusion applies regardless of fault, intent or the particular cause of action pled and includes any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged for negligent supervision, placement, hiring, employment, training, monitoring of, testing for, failure to prevent the spread of, failure to report, failure to warn, or lack of or inadequacy of personal protective equipment (PPE).

### **VII. PROPERTY IN THE CARE, CUSTODY OR CONTROL OF INSURED EXCLUSION**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving property damage to property in the care, custody, or control of any insured or the employee(s) of any insured, over which the insured or any of the insured’s employees are for any purpose, exercising physical control.

### **VIII. SUBLIMITED COVERAGES EXCLUSION**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way

involving any “sublimit of liability” afforded under any “underlying insurance(s)” unless coverage for such “sublimit of liability” is specifically endorsed onto this policy.

“Sublimit of liability” means a liability limit in an insurance policy for a particular risk or specific type of loss that is below the aggregate liability limit of the insurance policy, regardless of whether the sublimit of liability is part of, in addition to or separate from any per-occurrence, per-claim and/or aggregate limit of liability.

#### **IX. UNINSURED/ UNDERINSURED MOTORISTS EXCLUSION**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving:

- a. Uninsured or Underinsured Motorist law; or
- b. No Fault Law or similar act or law; or
- c. Any automobile accident reparation law.

#### **X. USL&H, JONES ACT OR OTHER MARITIME LAWS EXCLUSION**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving:

- a. Operations over navigable waters or offshore including but not limited to drilling and production platforms, pipelines, and vessels where coverage is provided by the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws; or
- b. Actions including but not limited to subrogation involving the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws; or
- c. Any obligation of the insured resulting from actions under the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws.

#### **XI. DAMAGES LIMITATION**

This insurance does not apply to any:

- a. Civil or criminal fines, sanctions, or penalties, whether imposed pursuant to statute, common law or otherwise; or
- b. Judgments or awards arising from acts or omissions deemed uninsurable by law; or
- c. Restitution, disgorgement, repayment, or return of any consideration paid to any insured; or
- d. Disputed fees or any actual or alleged personal profit or advantage to which an insured is not legally entitled; or
- e. Any equitable, non-pecuniary relief or similar damages.

This exclusion includes all related costs, expenses, and interest associated with a. through e.

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

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

## **FOREIGN LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any occurrence or offense outside the United States of America, its territories and possessions, Puerto Rico, or Canada.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

## **ELECTRONIC, FACSIMILE, TELEPHONIC OR OTHER METHODS OF SENDING, RECORDING AND DISTRIBUTING MATERIAL OR INFORMATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), including any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **UNIMPAIRED AGGREGATE LIMIT ENDORSEMENT (NON-CONCURRENCY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

You agree that the aggregate limits of the scheduled "underlying insurance" as shown in the Schedule of Underlying Insurance shall be unimpaired at the effective date of this policy and, for the purpose of the insurance provided by this policy, only occurrences taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **ANTI-STACKING OF LIMITS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY FORM**

In consideration of the premium charged, it is agreed that as respects any claim under this policy for which coverage is also provided by one or more other policies or coverage forms issued by us (individually or collectively an "Other Richmond National Insurance Company Policy"), or if coverage would be provided but for the exhaustion of the Limits of Insurance or the applicability of the retention amount of the Other Richmond National Insurance Company Policy, the Limits of Insurance under this policy shall be reduced by the limits of insurance under the Other Richmond National Insurance Company Policy.

Notwithstanding the above, in the event the Other Richmond National Insurance Company Policy has a provision like this one, then the above paragraph will not apply but instead:

- a. We shall not be liable under this policy for a greater proportion of the loss than the applicable Limit of Insurance under this policy bears to the total limits of insurance of all policies issued by us; and
- b. The maximum amount payable under all policies issued by us shall not exceed the limit of insurance of the policy issued by us which has the highest applicable limit of insurance.

Nothing contained in this endorsement shall be construed to increase this policy's Limits of Insurance, which shall in all events be our maximum liability under this policy.

For purposes of this endorsement only, the terms "we", "us" and "our" refer to Richmond National Insurance Company, its affiliates, and any other members.

This provision shall not apply to any "underlying insurance(s)."

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

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

## **EXCLUSION – VIRUS, DISEASE, INFECTIOUS AGENTS**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged:

- a. growth, proliferation, transmission, spread, or presence of any virus, bacterium, fungi, pathogen, parasite, helminth, prion, protozoa, or any other infectious agent, including but not limited to human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), Legionnaires' disease, SARS-CoV-2, influenza, methicillin resistant staphylococcus aureus (MRSA), tuberculosis (TB), severe acute respiratory syndrome (SARS), and middle east respiratory syndrome (MERS).

This exclusion applies regardless of the theory of liability against the insured, including but not limited to: supervision, placement, hiring, employment, training, or monitoring of, testing for, failure to prevent the spread of, failure to report, failure to warn, lack of or inadequacy of personal protective equipment (PPE), wrongful termination, wrongful demotion, or wrongful discrimination.

This exclusion applies whether or not the cause or event occurs suddenly or gradually, is isolated or widespread, or arises from natural or external forces.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of intent, and regardless of any other provision in the policy to the contrary.

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



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

## **EXCLUSION – MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGENS**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, absorption of or exposure to:

- a. any organic irritant or contaminant, including but not limited to mold, fungus, lichen, virus, bacteria or other living or dead or growing organism that has any toxic, hazardous, noxious, pathogenic, irritating or allergen qualities, including but not limited to all of their byproducts such as mycotoxins, mildew, or biogenic aerosols;
- b. any toxic, hazardous, noxious, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause;
- c. any insured's use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- d. any toxic or hazardous properties of minerals, animal or avian wastes or feces or other substances.

This exclusion includes but is not limited to:

- a. any injury or damage for the diminution in value, loss of market value, loss of use, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense;
- b. any fines and penalties arising out of any governmental order, direction or request, or by any private party or citizen regarding testing, monitoring, clean up, removal, containment, treatment, detoxification or neutralization.

This exclusion applies regardless of whether or not such actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, or absorption of or exposure to was sudden, accidental or gradual in nature, and regardless of whether intentionally caused or not.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION - NUCLEAR ENERGY LIABILITY**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

- I. This insurance does not apply to liability:
  - a. If an insured under this policy is also an insured under a nuclear energy liability policy issued by 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 the termination upon exhaustion of any policy's limit of liability; or
  - b. Resulting from the hazardous properties of nuclear material which (a) any person or organization is required to maintain financial protection under the Atomic Energy Act of 1954 or any amendment, or (b) the insured is, or had this policy not been issued, would be entitled to indemnity under any agreement entered into by the United States of America, including any agency, person or organization.
- II. To liability resulting from any 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;
    3. 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; or
  - b. The liability 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, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to property damage to such nuclear facility and any property there.
- III. As used in this endorsement:
  - a. Hazardous properties includes radioactive, toxic or explosive properties.
  - b. Nuclear material means source material, special nuclear material or by-product material.
  - c. Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any amendment.

- d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- e. Waste means any waste material:
  - 1. containing by-product material; and
  - 2. 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.
- f. Nuclear facility means:
  - 1. Any nuclear reactor;
  - 2. Any equipment or device designed or used for
    - (a) separating the isotopes of uranium or plutonium;
    - (b) processing or utilizing spent fuel; or
    - (c) handling, processing or packaging waste;
  - 3. 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, or more than 250 grams of uranium 235;
  - 4. 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.
- g. 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.
- h. Injury or damage includes all forms of radioactive contamination of property.

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

## **EXCLUSION - PFAS AND RELATED CHEMICALS**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged per- and polyfluoroalkyl substances and related chemicals ("PFAS").

PFAS include but are not limited to the following:

- (a) Perfluorinated Chemicals (PFCs), Perfluorobutane sulfonate (PFBS), Perfluorohexane sulfonate (PFHxS), Perfluorohexanoic acid (PFHxA), Perfluorooctanoic acid (PFOA) also known as C8, Perfluorooctane sulfonate (PFOS), Perfluoroheptanoic acid (PFHpA), Perfluorononanoic acid (PFNA), Perfluorodecanoic acid (PFDA), 8+2 Fluorotelomer alcohol 8:2 FTOH;
- (b) Perfluoroalkyl acids (PFAAs), PFCAs (Per-polyfluoroalkyl carboxylic acids), PFSAAs (Per-polyfluoroalkane sulfonic acids), PFPAs (Per-Polyfluoroalkyl phosphonic acids), PFPIAs (Per-Polyfluoroalkyl phosphinic acids);
- (c) All Fluoropolymers, including but not limited to: PTFE (Polytetrafluoroethylene), PVDF (Polyvinylidene fluoride), FEP (Fluorinated ethylene propylene), and PFA (Perfluoroalkoxyl polymer);
- (d) Per-and polyfluoroalkyl iodides (PFAI), including but not limited to FTIs (Fluorotelomer iodides) and FT-derivatives;
- (e) All Per-and polyfluoroalkyl ethers (PFPE), and PFPE-based derivatives, including but not limited to polyfluoroalkyl ether carboxylic acids (PFCECA);
- (f) Per-and polyfluoroalkane sulfonyl fluoride (PASf), and PASf-based derivatives;
- (g) All Side-Chain Fluorinated Polymers, including but not limited to: Fluorinated (meth)acrylate polymers, Fluorinated urethane polymers, Fluorinated oxetane polymers; and
- (h) All Perfluoropolyethers.

This exclusion applies regardless of whether PFAS are the initial precipitating cause or are in any way a cause of any claim, suit, loss, injury, damage, cost or expense and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense, including regardless of whether any actual or alleged claim, suit, loss, injury, damage, cost or expense arises out of a chain of events that include PFAS. This exclusion applies regardless of whether contamination is traditional or non-traditional, and regardless of intent. This exclusion applies regardless of any provision in the policy to the contrary.

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

## **EXCLUSION – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

- I. This insurance does not apply to any claim, “suit”, loss, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving:
  - a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, “biometric data,” or any other type of nonpublic information; or
  - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”; or
  - c. Notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information, regardless of whether incurred by the insured or any other person or entity.
- II. For purposes of this endorsement:
  - a. “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.
  - b. “Biometric data” means any measurement, signature, or geometry related to a person's physical characteristics, including but not limited to fingerprints, palmprints, voiceprints, facial, retinal, or iris measurements or geometry.

These exclusions apply to any claim, “suit”, loss, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, damage, cost, or expense regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, “suit”, loss, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, damage, cost or expense. These exclusions apply regardless of any provision in the policy to the contrary.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **RICHMOND NATIONAL INSURANCE COMPANY**

### **SERVICE OF SUIT**

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, Richmond National Insurance Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of Richmond National Insurance Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the registered agent for service of process of Richmond National Insurance Company, and that in any suit instituted against Richmond National Insurance Company upon this policy, Richmond National Insurance Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Richmond National Insurance Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy of such process.

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

## **EXCLUSION - ABSOLUTE POLLUTION, SILICA, ASBESTOS, LEAD AND RELATED LIABILITY**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, or absorption of or exposure to "pollutants", "silica", asbestos, or lead at any time, including but not limited to:

- a. "Bodily injury", "personal and advertising injury", "property damage" or any other injury or damage for the diminution in value, loss of market value, loss of use, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense; or
- b. Loss, cost, expense, fines, or penalties arising out of any (i) request, demand, order, statutory or regulatory requirement, governmental authority or directive that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, abate, remediate, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants", environmental impairments, contaminants, "silica", asbestos, or lead; (ii) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of "pollutants", environmental impairments, contaminants, "silica", asbestos, or lead into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when; or (iii) any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants", environmental impairments, contaminants, "silica", asbestos, or lead;
- c. "Pollutants", pollution, environmental impairment, contamination, "silica", asbestos, lead or any other expense or obligation to share damages with or repay anyone else who must pay damages arising out of or in any way involving "pollutants", "silica", asbestos, or lead. All liability and expenses arising out of or related to any form of "pollutant", "silica", asbestos, or lead, whether intentional or otherwise and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any insured or any person or entity, are totally excluded from this policy.

For purposes of this endorsement, the following definitions are added:

"Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, lead, fumes,

fibers, radiation, acid, alkalis, radon, combustion byproducts, petroleums, chemicals, toxins or "waste" from any source whatsoever. Examples of pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, carbon monoxide, and other exhaust gases, mineral spirits, and other solvents, tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, and all substances specifically listed, identified, or described by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions), the Agency for Toxic Substances And Disease Registry ToxFAQs, and the U.S. Environmental Protection Agency EMCI Chemical References Complete Index.

"Silica" means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

"Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

This exclusion applies regardless of whether the "pollutant", "silica", asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

If this policy already includes a pollution exclusion or definition of "pollutant", they are fully deleted and replaced by this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION - PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

This insurance does not apply to any punitive or exemplary damages, or any multiplied portion of damages in excess of actual damages, including trebling of damages or taxes, fines, sanctions or penalties of any nature or any associated costs, expenses or interest associated therein.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **INJURY TO INDEPENDENT CONTRACTORS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving injury sustained by any independent contractor(s) or subcontractor(s), or any employee, leased worker, borrowed worker, temporary worker, volunteer worker, casual laborer or volunteer help of any independent contractor(s) or subcontractor(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ESTABLISHMENTS, EVENTS AND PERFORMANCES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving:

- a. Bodily injury to or damage to property of any entertainer, performer, competitor, instructor, stagehand, crew, independent contractor, or any other person or organization, who participates in or is otherwise involved with any athletic event, demonstration, exhibition, contest, competition, performance or game;
- b. Any stage, sports equipment, pit, ring, prop, slide, mechanical ride, dock, pier or wharf;
- c. The use of any pyrotechnics, explosives, compressed air, lasers, strobes or other similar device or apparatus;
- d. The violation of or failure to meet any safety codes or ordinances as respects ingress or egress accessibility, lighting, directions, signs or displays relating to any emergency exit; or
- e. Failure of any insured to provide access to any emergency exit.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

This insurance does not apply to any claim, suit, bodily injury, property damage, personal or advertising injury, loss, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving:

1. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
2. The furnishing of alcoholic beverages to anyone under the legal drinking age or the influence of alcohol;
3. Any statute, ordinance or regulation relating to sales, gift, distribution or use of alcoholic beverages;
4. Any act or omission by any insured, any employee of any insured, patrons, members, associates, volunteers or any other person providing or failing to provide transportation, detaining or failing to detain any person, or any act of assuming or not assuming responsibility for the well-being, supervision or care of any person allegedly under or suspected to be under the influence of alcohol; or
5. The negligent hiring, employment, training, placement, or supervision of any person doing work for or otherwise acting on behalf of any insured.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **PROFESSIONAL SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving professional malpractice, errors, omissions or acts of any type including the rendering or failure to render any type of professional service.

This exclusion includes, but is not limited to, expenses or any obligation to share damages with or repay anyone else who must pay damages from those professional services, unless a premium for professional liability coverage was collected by us and that coverage was specifically endorsed onto the policy as being covered. This exclusion applies regardless of whether the professional services were performed by the insured or on the insured's behalf.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **EXCLUSION - ASSAULT, BATTERY, ABUSE AND RELATED CONDUCT**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

- I. This insurance does not apply to any claim, "suit", loss, injury, damage, cost or expense whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving "assault and battery", whether provoked or unprovoked.

This exclusion includes but is not limited to:

- a. "Assault and battery" between two or more persons, whether caused by, or at the instigation, instruction, direction or due to the negligence of the insured, the insured's employees, agents, patrons, customers, or any other person arising, and from any cause whatsoever;
- b. The prevention or suppression, or the failure to suppress or prevent any "assault, and battery";
- c. The failure to provide an environment safe from any "assault and battery", the failure to provide adequate security, or the failure to warn of the dangers of the environment that could contribute to any "assault and battery";
- d. The reporting or failure to report to the proper authorities;
- e. Conducting or failing to conduct an investigation of any "assault and battery";
- f. Providing or failing to provide first aid, medical treatment or otherwise handling or responding after there has been an "assault and battery";
- g. Caused by, arising out of or resulting from the intoxication of any person.
- h. Caused by, arising out of or resulting from false arrest, detention or imprisonment.
- i. The negligent hiring, employment, training, supervision, or retention by the insured of anyone regarding items a. through h. above.

This exclusion applies regardless of fault or intent, and regardless of the particular cause of action against the insured. This exclusion applies to any claim or "suit" where any actual or alleged injury or damage arises out of a chain of events that includes assault, battery, sexual abuse, sexual assault, sexual harassment, intimidation, verbal abuse, harmful or offensive conduct, or threat, regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of the actual or alleged use of reasonable force to protect persons or property or whether anyone was actually or allegedly acting in self-defense.

This exclusion overrides and applies regardless of any other provision in the policy to the contrary.

- II. For purposes of this endorsement, the following definitions are added:
- a. "Assault and battery" means assault, battery, harmful or offensive contact or threat, sexual abuse, sexual assault, sexual harassment, intimidation, verbal abuse, or any harmful or offensive contact between two or more persons, whether provoked or unprovoked, including but not limited to the ownership, sale, rental, maintenance, use or discharge of any "firearm" or "weapon" by anyone.
  - b. "Firearm" means any device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, compressed air, or other means, including, but not limited to pistols, rifles, or guns.
  - c. "Weapon" means any instrument that can be or is utilized in an offensive or defensive nature to injure, damage or harm and includes, but is not limited to, batons, bows or crossbows, arrows, knives, mace, stun guns, or swords.
- III. For purposes of this endorsement, **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item a. Expected Or Intended Injury** is deleted and replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CONSTRUCTION ACTIVITIES EXCLUSION WITH MAINTENANCE OR EMERGENCY REPAIR EXCEPTION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any construction, demolition, reconstruction, renovation, repair, building, rebuilding or development of any kind on premises owned by, leased to or occupied by any insured.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

However, this exclusion shall not apply to any claim, suit, loss, injury, damage, cost or expense arising out of:

- a. "routine and regular maintenance activities" performed by a "qualified independent contractor" or your employees on premises owned by, leased to or occupied by any insured; or
- b. "emergency repair services" on premises owned by, leased to or occupied by any insured.

For purposes of this endorsement, the following definitions are added:

- a. "Emergency repair services" means any unplanned repairs that, if not made in a timely manner, will likely result in immediate injury to people or substantial damage to the common areas or to the unit(s) or both.
- b. "Qualified independent contractor" means an independent contractor or subcontractor contracted by you or on your behalf who:
  1. Maintains insurance coverage and limits of insurance equal to or greater than the insurance coverage and limits of insurance provided by this Policy; and
  2. Prior to the commencement of the work, provides you with an endorsement or certificate of insurance indicating that you have been added to the independent contractor's or subcontractor's policy as an Additional Insured; and
  3. Prior to the commencement of the work, provides you with a written contract containing hold harmless or indemnity agreements in your favor and indemnifying you against any claims, causes of action, defense costs or damages awards arising out of work performed for you or on your behalf by such independent contractors or subcontractors; and
  4. Is properly licensed as a contractor as required by the state or local authorities where work is being performed.
- c. "Routine and regular maintenance activities" means minor planned and ongoing maintenance tasks performed to identify and prevent problems before they result, restore, or preserve any building or structure, or to prevent deterioration from ordinary wear and tear. It includes cleaning common areas, minor interior and exterior alterations, minor improvements or refurbishing of units, and the regular and general schedule of upkeep of the property.

"Routine and regular maintenance activities" does not include:

1. Construction, expansion or erection of a new structure or building; or
2. Work related to or involving an extension or addition to an existing structure or building; or
3. Replacement or repair of a major portion of a building or structure, including load bearing beams or



- pillars, or the entire roof of a building or structure; or
4. Replacement or repair of a major portion of, or the entire plumbing, electrical or HVAC systems of an existing building or structure; or
  5. Façade or façade-related repair or work; or
  6. Any work performed that involves the use of exterior scaffolding; or
  7. Any other work performed that is not specifically excluded in c. 1.-6. And that is part of a construction, renovation or repair project where the overall cost of the project or any aspect of the project, whether initially scheduled or not, exceeds \$50,000, as determined by actual amounts estimated, expended, paid, or incurred.

If an outside contractor was not retained for the construction, renovation or repair project referenced in paragraph c.7. and the project was undertaken internally (either partially or completely) by any insured or their agent(s), the cost of such project, for the purposes of this policy provision, shall be determined by the estimate or similar document of an independent building consultant.

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

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

**LIMITED COVERAGE FOR SWIMMING POOLS AND  
SPAS - EXCLUDING DIVING BOARDS,  
PLATFORMS, SLIDES  
OR SIMILAR APPARATUS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving the ownership, maintenance or use of any swimming pool or spa unless at the time of the occurrence or offense, the swimming pool or spa has:

1. Trained and certified lifeguards on duty during all hours of operation, or in their absence, prominently displayed signage stating:
  - (a) Hours of operation for the swimming pool or spa; and
  - (b) "Lifeguard Not Present, Swim At Own Risk"; and
  - (c) All other safety and warning notices required by applicable law or ordinance; and
2. Complete fencing surrounding the swimming pool or spa area that meets the minimum requirements of any applicable law or ordinance, with a gate that is secured when the swimming pool or spa is not in operation; and
3. Lifesaving equipment that is accessible within the swimming pool and spa area as required by applicable law or ordinance; and
4. Clearly marked water depths; and
5. Anti-entrapment drain covers and fittings conforming to current standards of the Virginia Graeme Baker Pool and Spa Safety Act, and any other applicable law or ordinance.

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

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

## **EXCLUSION - TRAFFICKING VICTIM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

This insurance does not apply any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving "trafficking", including but not limited to:

1. "Trafficking", whether caused by, or at the instigation, instruction, direction or due to the negligence of any insured, or any insured's employees, agents, patrons, customers, or any other person, and from any cause whatsoever;
2. The prevention or suppression, or the failure to suppress or prevent any trafficking";
3. The failure to provide an environment safe from any "trafficking", the failure to provide adequate security, or the failure to warn of the dangers of the environment that could contribute to any "trafficking";
4. The reporting or failure to report "trafficking" to the proper authorities;
5. Conducting or failing to conduct an investigation of any "trafficking";
6. Profiting from, harboring, and otherwise knowingly financially benefiting or receiving something of value from "trafficking";
7. Providing or failing to provide first aid, medical treatment or otherwise handling or responding after there has been any "trafficking";
8. The negligent hiring, employment, training, supervision, or retention by any insured of anyone regarding items 1. through 7. above.

This exclusion applies regardless of fault or intent, and regardless of the particular cause of action against the insured. This endorsement applies to any claim or suit where any actual or alleged injury or damage arises out of a chain of events that includes "trafficking", regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense.

This exclusion applies regardless of any other provision in the policy to the contrary.

"Trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act, including but not limited to where commercial sex acts are induced by force, fraud, or coercion, including but not limited to involuntary servitude, peonage, debt bondage, or slavery, including any and all conduct prohibited under the Trafficking Victims Protection Act of 2000 and the Trafficking Victims Protection Reauthorization Act of 2003.

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

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

## **EVICTION AND FAILURE TO MAINTAIN EXCLUSIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

A. The following exclusions are added to this Policy:

This insurance does not apply to any claim, suit, loss, injury, damage, offense, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any:

1. Violation of any law, local order or directive involving any duty to:
  - a. Maintain any room, dwelling or premises in a safe, sanitary, healthy, habitable or tenantable condition; or
  - b. Restore any room, dwelling or premises to a safe, sanitary, healthy, habitable or tenantable condition.
2. Any failure to respond to or comply with any federal, state, municipal or local order or directive to correct conditions at or near any room, dwelling or premises in violation of any federal, state, municipal or local statute, ordinance, rule, order or regulation.
3. Breach of any lease, rental agreement, contract, warranty or covenant, whether written or oral, involving any duty to maintain any room, dwelling or premises in a safe, sanitary, healthy, habitable or tenantable condition.
4. Violation of:
  - a. Any Housing and Urban Development laws, ordinances or statutes; or
  - b. Any rent stabilization laws or ordinances; or
  - c. Any federal, state or local government subsidized program rules or regulations; or
  - d. Any administrative rules or regulations pertaining to a. through c. above, including but not limited to those promulgated by local authorities.
5. Violation of:
  - a. The California Civil Code Section 1941-1941.1 inclusive; or
  - b. The California Civil Code Section 1942.4 inclusive; or
  - c. The California Health and Safety Code Section 17920-17928 inclusive; or
  - d. The California Mobile Home Residency Law (California Civil Code Sections 798 through 799.5 inclusive); or
  - e. The California Mobile Home Parks Act (California Health & Safety Code Sections 18200 through 18700, inclusive); or
  - f. Any administrative rules or regulations pertaining to a. through e. above, including but not limited to those promulgated by local authorities.
6. The wrongful eviction from, wrongful entry into, or invasion of private right of occupancy of a room, dwelling or premises, either actual or constructive, arising in whole or in part or in any way involving items 1. Through 5. above.

B. The exclusions set forth in this endorsement shall apply:

1. Whether the insured may be liable as an owner, landlord, tenant, operator or property manager or in any other capacity; and
2. To any obligation to pay any attorneys' fees or costs, or share damages with, indemnify or repay someone else who must pay damages because of any injury or damage arising out of items 1. through 6. above; and
3. To the negligent hiring, employment, training, monitoring, supervision, or retention of any employee or agent of any insured with respect to items 1. through 6. above.

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

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

## **PASSENGER TRANSPORTATION, DELIVERY AND VALET SERVICES LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusions are added to this Policy:

This insurance does not apply to any claim, suit, loss, injury, damage, offense, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, related to, or in any way involving:

- a. "Passenger transportation"; or
- b. "Delivery"; or
- c. "Valet services".

This exclusion applies to any claim where any actual or alleged injury or damage arises out of a chain of events in connection with "passenger transportation" or "delivery" or "valet services" regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, offense, cost or expense.

This exclusion applies regardless of fault or intent and regardless of the particular cause of action pled against any insured, including, but not limited to the negligent hiring, employment, training, monitoring, supervision, or retention of others. This exclusion applies regardless of any other provision in the Policy to the contrary.

For purposes of this exclusion, the following definitions are added to this Policy:

- a. "Delivery" means the transportation, movement or conveyance of property, items or goods from one location to another, including loading and unloading, whether such services are scheduled or on demand and regardless of whether or not a fee is charged. Delivery includes but is not limited to anyone who is logged into a "delivery network platform" to provide delivery services, whether or not the property, items or goods to be delivered are in the subject vehicle at the time of the loss.
- b. "Delivery network platform" means an online-enabled application or digital network used to facilitate "delivery" for the sale of property, items or goods.
- c. "Passenger transportation" means the transportation, movement or conveyance of a person or people from one location to another, including loading and unloading, whether

such services are scheduled or on demand and regardless of whether or not a fee is charged. "Passenger transportation" includes but is not limited to any period of time a vehicle is being used by anyone who is logged into a "transportation network platform", whether or not a passenger is occupying the vehicle at the time of the loss.

- d. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.
- e. "Valet services" means a parking service, whether or not for a fee, requiring the surrender of custody or control of a vehicle to another operator for the purpose of parking at a location different from the place of surrender.

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

# CONFIRMATION OF REJECTION OF TERRORISM COVERAGE PURSUANT TO THE TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**THE INSURED WAS OFFERED AND DECLINED TERRORISM  
COVERAGE ON THIS POLICY**

In accordance with the Terrorism Risk Insurance Act, as amended, this notice confirms that you were offered and rejected coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; 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 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.



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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

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

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

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

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

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

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

## **WAR AND TERRORISM EXCLUSION**

This policy does not apply to any claim, suit, loss, injury, damage, cost or expense of every nature in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any "act of terrorism".

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

This endorsement also excludes loss, damage, cost or expense of every nature based upon, directly or indirectly arising from, in any way related to, or in any way involving the control, prevention, or suppression of any event listed in Sections 1 or 2 above.

This exclusion applies regardless of whether any event listed in Sections 1 or 2 above is the initial precipitating cause or is in any way a cause of any claim, suit, loss, injury, damage, cost or expense and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense, including regardless of whether any actual or alleged claim, suit, loss, injury, damage, cost or expense arises out of a chain of events that includes any event listed in Sections 1 or 2 above.

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

**EXCLUSION OF CERTIFIED NUCLEAR,  
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS  
OF TERRORISM; CAP ON LOSSES FROM CERTIFIED  
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

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

This insurance does not apply to:

**TERRORISM**

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

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

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

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

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

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

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

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

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

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

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

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

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> RN-7-0503752-01	<i>Effective Date of Endorsement</i> 02/02/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> The Hammocks Community Association, Inc.
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

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

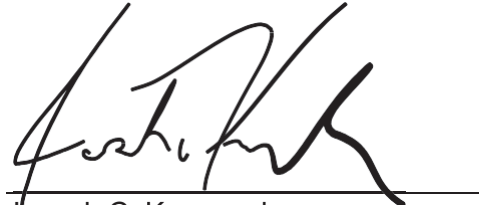
### ALL COVERAGE FORMS

Coverage afforded by this Policy is provided by Richmond National Insurance Company and named in the Declarations.

IN WITNESS WHEREOF, Richmond National Insurance Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of Richmond National Insurance Company.



David T. Vanalek  
Secretary



Joseph C. Kavanagh  
President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.