

March 30, 2022

Tina Clement
ASSURED PARTNERS GULF COAST INSURANCE AGENCY LLC
3300 W ESPLANADE AVE 300
METAIRIE, LA 70002-0000

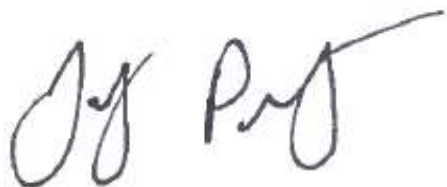
RE: Metairie Towers Condominium Association, Inc.

Dear Tina:

Enclosed is our Protection for Community Association Leaders Endorsement for delivery as an amendment to the policy for the above referenced Insured.

Please let me know if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Pleasant", with a long horizontal flourish extending to the right.

Jeffrey Pleasant
CHUBB SPECIALTY INSURANCE

tfc

PREMIUM BILL

Insured: Metairie Towers Condominium Association, Inc.

Date: 03/30/2022

Producer: ASSURED PARTNERS GULF COAST INSURANCE AGENCY
LLC
3300 W ESPLANADE AVE 300
METAIRIE, LA 70002-0000

Company: Federal Insurance Company

THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY REFERENCED BELOW.

Policy Number: 8237-3814

Policy Period: April 1, 2021 to May 31, 2022

NOTE: PLEASE RETURN THIS BILL WITH REMITTANCE AND NOTE HEREON ANY CHANGES. BILL WILL BE RECEIPTED AND RETURNED TO YOU PROMPTLY UPON REQUEST.

PLEASE REMIT TO PRODUCER INDICATED ABOVE. PLEASE REFER TO 8237-3814

Product	Effective Date	Premium
COMMASSC	04/01/22	

TOTAL POLICY PREMIUM	
TOTAL INSTALLMENT PREMIUM DUE	

PREMIUM BILL

Date: 03/30/2022

Insured: Metairie Towers Condominium Association, Inc.

Producer: ASSURED PARTNERS GULF COAST INSURANCE AGENCY
LLC
3300 W ESPLANADE AVE 300
METAIRIE, LA 70002-0000

Company: Federal Insurance Company

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Product	Effective Date	Commission Rate	Premium
COMMASSC	04/01/22		

TOTAL POLICY PREMIUM	
TOTAL INSTALLMENT PREMIUM DUE	

WHEN REMITTING PLEASE INDICATE POLICY OR CERTIFICATE NUMBER

ENDORSEMENT

Effective date of
this endorsement: April 1, 2022

Company: Federal Insurance Company

Endorsement No. 7

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

AMEND POLICY PERIOD ENDORSEMENT

In consideration of the premium charged, it is agreed that Item 2 of the Declarations, Policy Period, is amended to read in its entirety as follows:

Item 2. Policy Period:

- (A) From 12:01 A.M. on April 1, 2021
 - (B) To 12:01 A.M. on May 31, 2022
- Local time at the address shown in Item 1.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

CHUBB

April 15, 2021

Tina Clement
ASSURED PARTNERS GULF COAST INSURANCE AGENCY LLC
3300 WESPLANADE AVE 300
METAIRIE, LA 70002-0000

RE: Metairie Towers Condominium Association, Inc.

Insuring Company: Federal Insurance Company

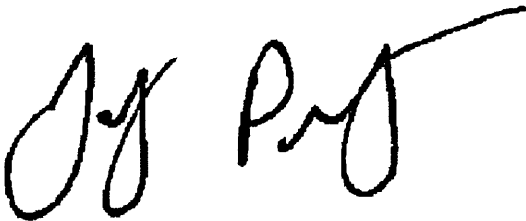
Dear Tina:

Enclosed is our Protection for Community Association Leaders Policy for the above referenced Insured.

I want to thank you for the opportunity to underwrite this account.

Please let me know if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Pleasant", with a long horizontal flourish extending to the right.

Jeffrey Pleasant

CHUBB

ap

Chubb Group Of Insurance Companies

82 Hopmeadow Street
P.O. Box 2002
Simsbury, CT 06070-7683

860.408.2000
Fax 860.408.2002

Federal-AVMI_000079

PREMIUM BILL

Insured: Metairie Towers Condominium Association, Inc.

Date: 04/15/2021

Producer: ASSURED PARTNERS GULF COAST INSURANCE AGENCY
LLC
3300 W ESPLANADE AVE 300
METAIRIE, LA 70002-0000

Company: Federal Insurance Company

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PLEASE REMIT TO PRODUCER INDICATED ABOVE. PLEASE REFER TO 8237-3814

Product	Effective Date	Premium
COMMASSC	04/01/21	

TOTAL POLICY PREMIUM	
TOTAL INSTALLMENT PREMIUM DUE	

PREMIUM BILL

Date: 04/15/2021

Insured: Metairie Towers Condominium Association, Inc.

Producer: ASSURED PARTNERS GULF COAST INSURANCE AGENCY
LLC
3300 W ESPLANADE AVE 300
METAIRIE, LA 70002-0000

Company: Federal Insurance Company

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Product	Effective Date	Commission Rate	Premium
COMMASSC	04/01/21		

TOTAL POLICY PREMIUM	
TOTAL INSTALLMENT PREMIUM DUE	

WHEN REMITTING PLEASE INDICATE POLICY OR CERTIFICATE NUMBER

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**
(for policies with no terrorism exclusion or sublimit)
Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury 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 an air carrier or vessel 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.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, 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.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: \$ **-0-**.

If you have any questions about this notice, please contact your agent or broker.

IMPORTANT NOTICE TO POLICYHOLDERS

Insuring Company: Federal Insurance Company

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as listed in this Notice. You may order any brochure by email to formsordering@chubb.com and to view our full suite of loss prevention brochures/services go to www.chubb.com/us/fl-lossprevention

Directors and Officers (D&O) Liability Loss Prevention Services

- **Directors and Officers Liability Loss Prevention Manuals:**
 - Directors and Officers Liability Loss Preventions – #14-01-0035
 - Directors and Officers Securities Litigation Loss Preventions – #14-01-0448
 - Director Liability Loss Prevention in Mergers and Acquisitions – #14-01-1099
 - Directors and Officers Liability Loss Prevention for Not-for-Profit- #14-01-0036
 - Cyber Loss Mitigation for Directors -#14-01-1199

Employment Practices Liability (EPL) Loss Prevention Services

- **Toll-free Hot Line**

Have a question on how to handle an employment situation? Simply call **1.888.249.8425** to access the nationally known employment law firm of Jackson Lewis P.C. We offer customers an unlimited number of calls to the hot line at no additional charge.
- **ChubbWorks.com**

ChubbWorks.com is a web-based platform that offers multiple services including overviews of employment laws, sample employment policies and procedures, and on-line training. To gain immediate access to ChubbWorks go to www.chubbworks.com and register using your policy number.
- **Employment Practices Loss Prevention Guidelines Manual**

Employment Practices Loss Prevention Guidelines - #14-01-0061
- **Loss Prevention Consultant Services**

Chubb has developed a network of more than 120 law firms, human resources consulting firms, and labor economist/statistical firms that offer specialized services for employment issues.
- **Public Company EPL Customers**

Employment Practices Loss Prevention Guidelines – Written by Seyfarth Shaw exclusively for Chubb this manual provides an overview of key employment issues faced by for-profit companies and offers proactive idea for avoiding employment lawsuits.
- **Private Company EPL Customers**

Employment Practices Loss Prevention Guidelines – Written by Seyfarth Shaw exclusively for Chubb this manual provides an overview of key employment issues for –profit companies and offers proactive idea for avoiding employment lawsuits.

Fiduciary Liability Loss Prevention Services

- **Fiduciary Liability Loss Prevention Manual**
Who May Sue You and Why: How to Reduce Your ERISA Risks and the Role of Fiduciary Liability Insurance #14-01-1019

Crime Loss Prevention Services

- **Crime/Kidnap, Ransom & Extortion Loss Prevention Manual**
Preventing Fraud: How Anonymous Hotlines Can Help #14-01-1090

Cyber Security Loss Prevention Services

Visit: <https://www2.chubb.com/us-en/business-insurance/cyber-security.aspx> to learn more about Chubb's Cyber Services for our policyholders.

Health Care Directors and Officers (D&O) Liability Loss Prevention Services

- **Readings in Health Care Governance Manual**
Readings in Health Care Governance -#14-01-0788
- **ChubbWorks.com**
ChubbWorks.com for Health Care Organizations – The Health Care Zone is a free online resource containing health care specific loss prevention information for employment practices liability, directors and officers (D&O) liability, and fiduciary liability exposures. To gain immediate access to ChubbWorks go to www.chubbworks.com and register using your policy number.
- **Health Care D&O Loss Prevention Consultant Services**
Health Care D& O Loss Prevention Consultant Services- #14-01-1164

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

DECLARATIONS

FEDERAL INSURANCE COMPANY

a stock insurance company, incorporated under the
laws of Indiana, herein called the **Company**.

Policy Number: 8237-3814

THE DIRECTORS AND OFFICERS LIABILITY COVERAGE SECTION (IF PURCHASED) PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED, UNLESS OTHERWISE PROVIDED HEREIN, BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

Principal Address:

Metairie Towers Condominium Association, Inc.
401 Metairie Road.
Metairie, LA 70005

Item 2. Policy Period:

- (A) From 12:01 A.M. on April 1, 2021
(B) To 12:01 A.M. on April 1, 2022
Local time at the address shown in Item 1.

Item 3. Coverage is available for the following:

- ☒ Yes ☐ No Directors & Officers Liability Coverage Section
☒ Yes ☐ No Crime Coverage Section

Item 4. Directors and Officers Coverage Section:

- (A) Limits of Liability:
(1) Each **Claim**: \$1,000,000.00
(2) Each **Policy Year**: \$1,000,000.00

(B) Deductible Amounts:
(1) Non-Indemnifiable **Loss**: None
(2) Indemnifiable **Loss**: \$10,000.00

Item 5. Crime Coverage Section:

Insuring Clauses	Limits of Liability	Deductible Amount
(A) Insuring Clause (A), Employee Theft Property Manager Theft Sublimit	\$400,000.00 \$400,000.00	\$5,000.00
(B) Insuring Clause (B), Premises:	\$100,000.00	\$5,000.00
(C) Insuring Clause (C), In Transit:	\$100,000.00	\$5,000.00
(D) Insuring Clause (D), Forgery:	\$100,000.00	\$5,000.00
(E) Insuring Clause (E), Computer Fraud:	\$100,000.00	\$5,000.00
(F) Insuring Clause (F), Funds Transfer Fraud:	\$100,000.00	\$5,000.00
(G) Insuring Clause (G), Money Orders And Counterfeit Currency Fraud:	\$100,000.00	\$5,000.00
(H) Insuring Clause (H), Credit Card Fraud:	Not Covered	Not Covered
(I) Insuring Clause (I), Client:	Not Covered	Not Covered
(J) Insuring Clause (J), Expense:	Not Covered	Not Covered

Item 6. Extended Reporting Period:

- (A) Additional Period: 1 year
- (B) Additional Premium: 75% of Annual Premium

Item 7. Pending or Prior Litigation Date:

November 1, 2013

Item 8. Property Manager:

Property One
c/o Cindy Ritter
401 Metairie Road
Metairie, LA 70002

Item 9. Termination of Prior Bonds or Policies:

8237-3814 (Jan 1, 2020 - April 1, 2021)

Item 10. Policy Form and Endorsement Editions Attached at Issuance:

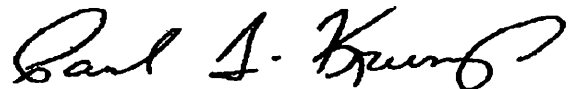
14-02-6028GTC (8/01
ed.)
14-02-15369 (9/09 ed.) 14-02-22148 (9/16 ed.)
14-02-22814 (12/17 ed.) ALL-317454 (3/21 ed.)
14-02-9228 (2/10 ed.) FL-261169 (7/18 ed.)
14-02-15368 (9/09 ed.) PF-272990 (2/19 ed.)
14-02-16836 (4/10 ed.)
14-02-19779 (8/14 ed.)

In witness whereof, the **Company** issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY



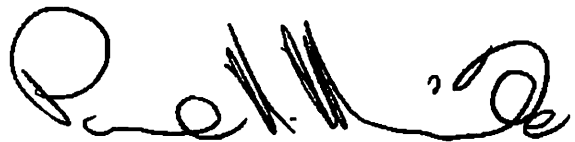
Secretary



President

04/15/2021

Date



Authorized Employee



Protection for Community Association LeadersSM ***General Terms and Conditions Section***

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this Policy, the Company and the Insureds agree as follows:

I. TERMS AND CONDITIONS

Except for these General Terms and Conditions or unless stated to the contrary in any Coverage Section of this Policy, the terms and conditions of each Coverage Section apply only to that Coverage Section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Section, the terms and conditions of such Coverage Section shall control for purposes of that Coverage Section. Any defined term referenced in these General Terms and Conditions but defined in a Coverage Section shall, for purposes of coverage under that Coverage Section, have the meaning set forth in that Coverage Section.

II. GENERAL DEFINITIONS

- (A) **Anniversary Date** means that date and time exactly one (1) year after the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions and, if applicable, each succeeding date and time exactly one (1) year after the previous **Anniversary Date**.
- (B) **Claim** shall have the meaning ascribed to that term in the Directors and Officers Liability Coverage Section.
- (C) **Coverage Event** means the event or loss which must occur or be sustained in order to invoke coverage under the Crime Coverage Section.
- (D) **Debtor in Possession** means a debtor in possession as such term is used in Chapter 11 of the United States Bankruptcy Code.
- (E) **Insured** means all organizations, plans and natural persons defined as **Insureds** in each Coverage Section.
- (F) **Insured Organization** means the **Parent Corporation** and any **Subsidiary** acquired on or before the inception date as set forth in Item 2(A) of the Declarations or, subject to Section VI Changes in Exposure of these General Terms and Conditions, during the **Policy Period**. **Insured Organization** shall also mean any such entity as a **Debtor in Possession**.
- (G) **Insured Person** shall have the meaning ascribed to that term in the Directors and Officers Liability Coverage Section.
- (H) **Parent Corporation** means the entity named in Item 1 of the Declarations.
- (I) **Policy Period** means the period of time set forth in Item 2 of the Declarations, subject to any prior termination in accordance with Section XIV Termination of Policy of these General Terms and Conditions.
- (J) **Policy Year** means the period, within the **Policy Period**, from the date and time set forth in Item 2(A) of the Declarations to the first **Anniversary Date**, or the period from an **Anniversary Date** to



Protection for Community Association LeadersSM

General Terms and Conditions Section

its next succeeding **Anniversary Date**, subject to any prior termination as set forth in Section XIV Termination of Policy of these General Terms and Conditions.

- (K) **Property Manager** means the entity or natural persons specifically named, if any, in Item 8 of the Declarations, and any entities or natural persons specifically named as property managers and provided coverage under any policy of which this Policy is a renewal or replacement. If any **Property Manager** provided coverage under this Policy, or any policy of which this Policy is a renewal or replacement, is an entity, the term **Property Manager** shall also include **Property Manager Employees** employed by such entity to provide real estate property management services to the **Insured Organization**.
- (L) **Property Manager Employee** means any:
- (1) natural person in the regular service of a **Property Manager** in the ordinary course of such **Property Manager's** business, whom such **Property Manager** governs and directs in the performance of such service, including any part-time, seasonal, leased or temporary employee, or
 - (2) duly elected or appointed director, officer, member of the Board of Managers or management committee member while performing acts within the usual scope of a **Property Manager Employee**.
- (M) **Related Claims** means all **Claims** for **Wrongful Acts** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.
- (N) **Subsidiary** means any not for profit entity, which qualifies as a not for profit organization under the provisions of the Internal Revenue Code, during any time in which the **Parent Corporation** owns or controls, directly or through one or more **Subsidiaries**, the right to elect or appoint more than fifty percent (50%) of such entity's directors or trustees.
- (O) **Wrongful Act** shall have the meaning ascribed to that term in the Directors and Officers Liability Coverage Section.

III. TERRITORY

Coverage shall extend anywhere in the world.

IV. NOTICE

- (A) Any notice to the **Company** with respect to any Coverage Section shall designate the Coverage Section under which the notice is being given.
- (B) All notices to the **Company** under this Policy of **Claims** or circumstances which could rise to a **Claim** under the Director and Officer Liability Coverage Section; or of **Coverage Events** under the Crime Coverage Section shall be given in writing addressed to:
- Attn: Claims Department**
Chubb Group of Insurance Companies
82 Hopmeadow Street
Simsbury, CT 06070-7683



Protection for Community Association LeadersSM

General Terms and Conditions Section

- (C) All other notices to the **Company** under this Policy shall be given in writing addressed to:

Attn: Underwriting
Chubb Group of Insurance Companies
82 Hopmeadow Street
Simsbury, CT 06070-7683

- (D) Any such notice shall be effective on the date of receipt by the **Company** at such address.

V. COOPERATION

The **Insureds** agree to provide the **Company** with all information, assistance and cooperation which the **Company** reasonably requests and agree that they will do nothing that may prejudice the **Company's** position or its potential or actual rights of recovery.

VI. CHANGES IN EXPOSURE

(A) Acquisition of Another Organization

- (1) If any **Insured Organization** creates, acquires or merges with another not for profit entity which qualifies as a not for profit organization under the provisions of the Internal Revenue Code (each an "**Acquired Organization**") such that the **Insured Organization** is the surviving entity, and if as a result of such creation, acquisition or merger the **Acquired Organization** would otherwise become a **Subsidiary**, then coverage shall be provided for such **Acquired Organization** and its **Insureds** subject to:

- (a) the giving of notice of such creation, acquisition or merger by the **Parent Corporation** to the **Company** within sixty (60) days from the effective date of such event, and
- (b) any additional terms, conditions or limitations of coverage, including payment of additional premium, which the **Company**, in its sole discretion, may require.

Coverage provided to any such **Acquired Organization** and its **Insureds** with respect to:

- (i) the Directors and Officers Liability Coverage Section, if purchased: shall be solely for **Wrongful Acts** committed or allegedly committed after the effective date of such creation, acquisition or merger; and
 - (ii) the Crime Coverage Section, if purchased: after the effective date of such creation, acquisition or merger, shall be pursuant to the Liability for Prior Losses Section of the Crime Coverage Section.
- (2) If any **Insured Organization** creates, acquires or merges with any for profit entity (each an "**Acquired For Profit Organization**") such that the **Insured Organization** is the surviving entity, and if as a result of such creation, acquisition or merger the **Acquired For Profit Organization** becomes a subsidiary, the **Insured Organization** shall provide notice of such creation, acquisition or merger to the **Company** as soon as practicable together with all information requested by the **Company**. The **Company** may elect, in its sole



Protection for Community Association LeadersSM

General Terms and Conditions Section

discretion, to provide coverage for such Acquired For Profit Organization and all persons for whom coverage is requested and such coverage, if provided, shall be subject to any additional terms, conditions or limitations of coverage, including payment of additional premium, which the **Company**, in its sole discretion, may require.

(B) Cessation of Subsidiaries

If any **Subsidiary** ceases to be a **Subsidiary** before or during the **Policy Period**, then with respect to:

- (1) the Directors and Officers Liability Coverage Section, if purchased: coverage under this Policy shall continue for such **Subsidiary** and its **Insureds** until the expiration of this Policy, but solely for **Claims for Wrongful Acts** committed or allegedly committed prior to the effective date of such cessation; and
- (2) the Crime Coverage Section, if purchased: such **Subsidiary** and its **Insureds** cease to be **Insureds** as of the effective date of such cessation, and coverage under this Policy shall apply as provided in the Crime Coverage Section.

(C) Conversion of Coverage under Certain Circumstances

If, during the **Policy Period**, any of the following events occur:

- (1) the acquisition of all or substantially all of the **Parent Corporation's** assets, by another organization, person or group of organizations or persons acting in concert, or the merger or consolidation of the **Parent Corporation** into or with another entity such that the **Parent Corporation** is not the surviving entity; or
- (2) another organization, person or group of organizations or persons acting in concert acquires the right to elect or appoint more than fifty percent (50%) of the **Parent Corporation's** directors, members of the Board of Managers or management committee members of the **Parent Corporation**;

coverage under this Policy shall, with respect to:

- (a) the Directors and Officers Liability Coverage Section, if purchased: continue until the expiration of this Policy, solely for **Claims for Wrongful Acts** committed or allegedly committed prior to such event;
- (b) the Crime Coverage Section, if purchased: terminate subject to Exclusion (G) of such Coverage Section.

The **Parent Corporation** shall give written notice of such event to the **Company** as soon as practicable together with such information as the **Company** may require, and the entire premium for this Policy will be deemed fully earned as of such event.

VII. REPRESENTATIONS AND SEVERABILITY

- (A) In granting coverage to the **Insureds** under this Policy, the **Company** has relied upon the declarations and statements in the written application(s) for this Policy. Such declarations and



Protection for Community Association LeadersSM

General Terms and Conditions Section

statements are the basis of the coverage under this Policy and shall be considered as incorporated in and constituting part of this Policy.

- (B) Solely with respect to the Directors and Officers Liability Coverage Section, if purchased, any written application(s) for coverage shall be construed as a separate application(s) for coverage by each **Insured Person**. With respect to the declarations and statements in such application(s):
- (1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available; and
 - (2) only facts pertaining to and knowledge possessed by any past, present or future President or Chairperson of any **Insured Organization** or any other individual signing such application(s) shall be imputed to any **Insured Organization** for the purpose of determining if coverage is available.

VIII. VALUATION AND FOREIGN CURRENCY

All premiums, limits, deductibles, loss and other amounts under this Policy are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or any element of loss under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon or any element of loss is due, respectively.

IX. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of such **Insured**.

X. RECOVERIES

- (A) Recoveries of loss with respect to any **Claim** or **Coverage Event**, whether effected by the **Company** or by an **Insured**, less the cost of recovery, shall be distributed as follows:
- (1) first, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limits of Liability;
 - (2) second, to the **Company** for the amount of such loss paid to an **Insured** as covered **Loss**;
 - (3) third, to an **Insured** for the Deductible Amount applicable to such loss;
 - (4) fourth, to an **Insured** for the amount of such loss excluded under this Policy.



Protection for Community Association LeadersSM ***General Terms and Conditions Section***

-
- (B) Recovery from reinsurance or indemnity of the **Company** shall not be deemed a recovery hereunder.
-

XI. ACTION AGAINST THE COMPANY

No action may be taken against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the **Company** be impleaded by such **Insured** or legal representatives of such **Insured**.

XII. PARENT CORPORATION RIGHTS AND OBLIGATIONS

By acceptance of this Policy, the **Parent Corporation** is considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including but not limited to any Reservation of Rights Letters, Notice of Claim or Proof of Loss (except the giving of notice to apply for the Extended Reporting Period); the adjustment of the amount of **Loss** submitted; the giving of written notice of termination and the receipt or enforcement of payment of a **Loss**; and the **Parent Corporation** shall be responsible for application of any such payment, as provided for in this Policy, and each **Insured** agrees that the **Parent Corporation** shall act on their behalf.

XIII. ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy which is signed by an authorized employee of Chubb & Son, a division of Federal Insurance Company.

XIV. TERMINATION OF POLICY

- (A) This Policy shall terminate at the earliest of the following times:
- (1) upon receipt by the **Company** of written notice of termination from the **Parent Corporation**; provided that this Policy may not be terminated by the **Parent Corporation** after the effective date of any event described in Section VI Changes in Exposure (C) of these General Terms and Conditions;
 - (2) upon expiration of the **Policy Period** as set forth in Item 2(B) of the Declarations;
 - (3) twenty (20) days after receipt by the **Parent Corporation** of a written notice of termination from the **Company** based upon non-payment of premium, unless the premium is paid within such twenty (20) day period;
 - (4) thirty (30) days after receipt by the **Parent Corporation** of a written notice of termination from the **Company** for any reason other than non-payment of premium; or



Protection for Community Association LeadersSM
General Terms and Conditions Section

(5) at such other time as may be agreed upon by the **Company** and the **Parent Corporation**.

(B) The **Company** shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Parent Corporation**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XV. TERMINATION OF PRIOR BONDS OR POLICIES

Any prior bonds or policies issued by the **Company** or its affiliates and specified in Item 9 of the Declarations shall terminate, if not already terminated, as of the inception of this Policy.

XVI. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this Policy.

XVII. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 1, 2021

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

LOUISIANA AMENDATORY ENDORSEMENT TO THE GENERAL TERMS AND CONDITIONS

In consideration of the premium charged, it is agreed that the General Terms and Conditions is amended as follows:

1. Any references to the premium being deemed fully earned are deleted.
2. Coverage shall not be denied based on the declarations and statements made in the written application(s) to the Policy unless such declaration(s) or statement(s) are false, are made with the intent to deceive and are material to the risk. Section VII. REPRESENTATIONS AND SEVERABILITY is amended to the extent necessary to effect the foregoing.
3. Section IX. SUBROGATION is deleted and replaced with the following:

In the event of any payment under this Policy, the **Company** shall be subrogated to all rights of recovery which any **Insured** may acquire against any other party for the recovery of the amount paid under this Policy, however the **Company's** right of subrogation is secondary to the right of the **Insured** to be fully compensated for its damages. The **Insured** agrees to deliver all necessary documents or papers, to execute and deliver all necessary instruments, to furnish information and assistance, and to take any action the **Company** may require to facilitate enforcement of the **Company's** right of subrogation. The **Company** agrees to pay its portion of the **Insured's** attorneys' fee or other costs associated with a claim or lawsuit to the extent that the **Company** recovers any portion of the payments made under this Policy pursuant to the **Company's** right of subrogation.
4. Section XI. ACTION AGAINST THE COMPANY is deleted and replaced with the following:

A person or organization may bring a "suit" against the **Company** including, but not limited to a "suit" to recover on an agreed settlement or on a final judgment against an **Insured**; but the **Company** will not be liable for damages that are not payable under the terms of the applicable Coverage Section(s) or that are in excess of the applicable limit(s) of liability. An agreed settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.
5. (A) Nonrenewal
 - (1) If the **Company** nonrenews the Policy, it shall mail or deliver at least sixty (60) days' advance written notice to the **Parent Corporation** at the mailing address shown on the Declarations. Such notice shall include the **Parent Corporation's** loss run information for the period the Policy has been in force, but not to exceed the last three (3) years of coverage. If the notice is mailed less than sixty (60) days before expiration, coverage

shall remain in effect under the same terms and conditions until sixty (60) days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. The transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.

- (2) Notice of nonrenewal shall not be required if the **Company** or an insurer within the same insurance group has offered to issue a renewal policy, or where the **Parent Corporation** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- (3) If the **Company** provides the notice described in paragraph (A)(1) above and thereafter the **Company** extends the Policy for ninety (90) days or less, an additional notice of nonrenewal shall not be provided.

(B) Notice

- (1) The **Company** shall mail or deliver to the **Parent Corporation** at the mailing address shown on the Declarations written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty (30) days prior to the expiration date of the Policy. If the **Company** fails to provide such thirty (30) day notice:
 - (i) the coverage provided to the **Parent Corporation** at the expiring Policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the **Parent Corporation**, whichever first occurs; and
 - (ii) if the **Parent Corporation** elects not to renew, any earned premium for the period of extension of the terminated Policy shall be calculated pro rata at the lower of the current or previous year's rate.

Notice is considered given thirty (30) days following the date of mailing or delivery of the notice. If the **Parent Corporation** accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior Policy's expiration or anniversary date.

- (2) The foregoing paragraph shall not apply to the following:
 - (a) Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
 - (b) Changes based upon the altered nature or extent of the risk insured.
 - (c) Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
 - (d) Changes requested by the **Parent Corporation**.

(C) Proof of mailing

Proof of mailing notice of termination or nonrenewal or premium or coverage changes, to the **Parent Corporation** at the address shown on the Declarations, shall be sufficient proof of notice.

(D) Notice to Other Parties

Any notice of termination shall include the effective date of such termination and shall be mailed or delivered to the **Parent Corporation** at the address shown on the Declarations with a copy to any mortgagee, pledgee or any person shown by the Policy to have an interest in any **Loss** under this Policy.

Section XIV. TERMINATION OF POLICY is amended to the extent necessary to effect the foregoing.

6. The last sentence of paragraph (B) of Section XIV. TERMINATION OF POLICY is deleted and replaced with the following:

Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made:

- (1) as soon as practicable, if termination is effected by the **Company**; or
- (2) within thirty (30) days after the effective date of termination, if such termination is effected by the **Parent Corporation**.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Louisiana.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 1, 2021

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

In consideration of the premium charged, it is agreed that

- A. 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.

"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.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any "loss" that is otherwise excluded under this Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, consisting of a large capital 'P' followed by several loops and a final flourish.

Authorized Representative

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 1, 2021

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions Section, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSE

The Company shall pay on behalf of an Insured all Loss which such Insured becomes legally obligated to pay on account of any Claim first made against such Insured during the Policy Period or, if exercised, during the Extended Reporting Period, for:

- (a) a **Wrongful Act**;
- (b) **Employment Practices**; or
- (c) **Personal Injury or Publishers Liability**;

committed, attempted, or allegedly committed or attempted, by such Insured before or during the Policy Period.

II. DEFINITIONS

For the purposes of this Coverage Section:

(A) Claim means a:

- (1) written demand for monetary damages;
- (2) civil proceeding commenced by the service of a complaint or similar pleading;
- (3) criminal proceeding commenced by a return of an indictment; or
- (4) formal civil administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

against an Insured for a **Wrongful Act**, including any appeal therefrom.

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

(C) Defense Costs means that part of Loss consisting of reasonable costs, charges, fees (including but not limited to attorney's fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the trustees, committee members, volunteers, directors, officers or employees of an Insured Organization, Property Manager or employees of a Property Manager) incurred in defending any Claim and the premium for appeal, attachment, or similar bonds.

(D) Employment Practices means a Wrongful Act constituting wrongful dismissal, discharge or termination of employment, breach of any oral or written employment contract or quasi-employment contract, employment related misrepresentation, violation of employment discrimination laws (including harassment), wrongful failure to employ or

promote, wrongful discipline, negligent evaluation, employment related wrongful infliction of emotional distress.

- (E) **Financial Impairment** means the status of any **Insured Organization** resulting from:
- (1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Insured Organization**, or
 - (2) such **Insured Organization** becoming a debtor in possession.
- (F) **Insured** means an **Insured Organization** or any **Insured Person**. The term **Insured** shall also include any **Property Manager** but only with respect to any **Claim** made against a **Property Manager** for a **Property Manager Wrongful Act** committed, attempted, or allegedly committed or attempted by such **Property Manager** before or during the **Policy Period**.
- (G) **Insured Capacity** means the position held by any **Insured Person** in any **Insured Organization**, but shall not include any position in any entity other than such **Insured Organization** even if such **Insured Organization** directed or requested that such **Insured Person** serve in such other position.
- (H) **Insured Person** means any natural person who has been, now is or shall become a duly elected director or trustee, duly elected or appointed officer, employee or committee member (whether or not salaried) of an **Insured Organization**, and any natural person acting in a voluntary capacity on behalf of an **Insured Organization** and at the specific direction of such **Insured Organization**.
- (I) **Loss** means the total amount which any **Insured** becomes legally obligated to pay on account of any **Claim** made against any **Insured** for **Wrongful Acts** for which coverage applies, including, but not limited to, damages, judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**. **Loss** does not include:
- (1) any amount not indemnified by an **Insured Organization** for which an **Insured Person** is absolved from payment by reason of any covenant, agreement or court order;
 - (2) matters uninsurable under the law pursuant to which this Coverage Section is construed;
 - (3) any amount incurred by any **Insured Organization** (including its board of directors or any committee of the board of directors) in connection with the investigation or evaluation of a **Claim** or potential **Claim** by or on behalf of any **Insured Organization**;
 - (4) taxes, fines or penalties (including punitive or exemplary damages), or the multiple portion of any multiplied damage award;
 - (5) the future compensation or benefits of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement order or other resolution of such **Claim**; or
 - (6) any monetary payment pursuant to a notice period under any applicable law, including the Worker Adjustment and Retraining Notification Act or any

amendments thereunder, or any similar provisions of any federal, state or local statutory law or common law.

- (J) **Personal Injury or Publishers' Liability** means a **Wrongful Act** constituting false arrest; wrongful detention or imprisonment; malicious prosecution; defamation; invasion of privacy; wrongful entry or eviction; infringement of copyright, trademark, trade name, trade dress or service mark; unauthorized use of title; plagiarism; or misappropriation of ideas or trade secrets.
- (K) **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or local counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- (L) **Property Damage** means the:
- (1) damage or destruction of any tangible property, or
 - (2) the loss of use of tangible property whether or not such property is damaged or destroyed.
- (M) **Property Manager Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted by a **Property Manager**, but only in the sole capacity of providing real estate property management services to an **Insured Organization** and only where such **Property Manager** was acting at the specific direction of the **Insured Organization**.
- (N) **Specified Peril** means aircraft or self-propelled missiles; explosion; fire or lightning; silt accumulation; flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, even if driven by wind; lead contamination, including but not limited to lead paint; mold contamination, including but not limited to any fungi, mildew, yeast or bacteria, or dust or spores resulting from any of these, from any source; hail; leakage from fire equipment; mechanical breakdown; smoke; soil, subsoil or earth movement or subsidence, whether by earthquake, landslide, mudslide, volcanic eruption or other natural or man-made causes; or wind.
- (O) **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted, by:
- (1) an **Insured Organization**;
 - (2) an **Insured Person**, individually or otherwise, in their **Insured Capacity**, or any matter claimed against an **Insured Person** solely by reason of serving in such **Insured Capacity**;

or any **Property Manager Wrongful Act**.

III. EXCLUSIONS

- (A) The Company shall not be liable for **Loss** on account of any **Claim** directly or indirectly based upon, arising from, or in consequence of:
- (1) any fact, circumstance, situation, transaction, event, **Wrongful Act**, **Employment Practice** or **Personal Injury** or **Publishers Liability** which, before the Inception Date set forth in Item 2(A) of the Declarations, was the subject of any notice given under any other policy of directors and officers liability or other similar insurance, or, with respect to any **Property Manager**, the subject of any notice given by such **Property Manager** under any property manager's professional liability policy or other similar insurance;
 - (2) any claim, demand, suit, arbitration, administrative or grievance proceeding or other proceeding pending, or order, decree or judgment entered for or against any **Insured** on or prior to the Pending or Prior Litigation Date set forth in Item 7 of the Declarations, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;
 - (3) any deliberately dishonest, or fraudulent act or omission or any willful violation of any statute or regulation by any **Insured**, if a final and non-appealable judgment or adjudication adverse to such **Insured** establishes such a deliberately dishonest or fraudulent act or omission or willful violation;
 - (4) any **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled;
 - (5) any: (i) actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or (ii) direction or request that the **Insured** test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so; including but not limited to any **Claim** for the financial loss to an **Insured Organization** or its creditors based upon, arising from, or in consequence of the matters described in (i) or (ii) of this Exclusion (A)(5); provided that this exclusion shall not apply to any **Claim** for wrongful dismissal, discharge or termination of employment of any **Insured Person** in retaliation for such **Insured Person's** actual or threatened disclosure of the matters described in (i) or (ii) of this Exclusion (A)(5);
 - (6) any written, oral, express or implied contract or agreement, including but not limited to any employment contract; provided that this Exclusion (A)(6) shall not apply to: (i) that part of **Loss** which constitutes **Defense Costs**; or (ii) any **Claim** brought by or on behalf of any member of the **Insured Organization** which is based upon, arising from, or in consequence of any actual or alleged breach of an **Insured Organization's** covenants, conditions and restrictions ("CC&R's") or by-laws; or
 - (7) any theft, conversion, embezzlement, breach of fidelity, or breach of contract by any **Property Manager**.
- (B) The Company shall not be liable for **Loss** on account of any **Claim**:
- (1) for an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair

Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, amendments to or rules or regulations promulgated pursuant to these laws, or similar provisions of any federal, state or local statutory law or common law. Provided, that this Exclusion (B)(1) shall not apply to any **Claim** for retaliatory treatment of an **Insured Person** with respect to actual or threatened disclosures by such **Insured Person** of any actual or alleged violation of the Fair Labor Standards Act or the Occupational Safety and Health Act;

(2) for liability of others assumed by any **Insured** under any written, oral, express or implied contract or agreement except to the extent that an **Insured Organization** would have been liable in the absence of the contract or agreement;

(3) made against any **Insured** which directly or indirectly relates, in whole or in part, to such **Insured's** capacity as:

- (a) a builder, developer, declarant or sponsor of the planned community, or
- (b) an affiliate of a builder, developer, declarant or sponsor of the planned community;

including but not limited to any **Claim** based upon, arising from, or in consequence of any actual or alleged conflict of interest, self-dealing, or disputes relating to the construction or development of the planned community, the implementation and/or collection of assessments, or the establishment and/or maintenance of reserve accounts;

(4) brought or maintained by or on behalf of an **Insured Organization** against any **Property Manager**; or

(5) made against any **Property Manager**; provided that this exclusion shall not apply to any **Claim** for a **Property Manager Wrongful Act** that is also brought and continuously maintained against an **Insured** other than a **Property Manager**.

(C) The **Company** shall not be liable for that part of **Loss**, other than **Defense Costs**, which constitutes costs of compliance with any order for, grant of or agreement to provide non-monetary relief, including but not limited to any costs of accommodation required pursuant to the American With Disabilities Act, the Civil Rights Act of 1964, rules or regulations promulgated thereunder, amendments thereto, or similar provisions of any federal, state or local law or common law.

(D) The **Company** shall not be liable for **Loss** on account of any **Claim** where all or part of such **Claim** is directly or indirectly based upon, arising from, in consequence of, or in any manner related to any:

- (1) mental or emotional distress (except with respect to any otherwise covered **Claim** for **Employment Practices**), bodily injury, sickness, disease or death of any person; or
- (2) **Construction Defect** or **Specified Peril**.

(E) The **Company** shall not be liable for **Loss** on account of any **Claim** for any **Property Damage**.

(F) Severability of Exclusions

With respect to Exclusions (A)(3) and (4) set forth in this Coverage Section:

- (1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available; and
- (2) only facts pertaining to and knowledge possessed by any past, present or future President or Chairperson of any **Insured Organization** shall be imputed to any **Insured Organization** for the purpose of determining if coverage is available.

IV. SPOUSAL LIABILITY COVERAGE

If a **Claim** against an **Insured Person** includes a claim against the lawful spouse of such **Insured Person** solely by reason of such spouse's marital status as a spouse or such spouse's ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**, all loss which such spouse becomes legally obligated to pay on account of such **Claim** shall be treated for purposes of this Coverage Section as a **Loss** which such **Insured Person** becomes legally obligated to pay on account of the **Claim** made against such **Insured Person**. All limitations, conditions, provisions and other terms of coverage (including the Deductible Amount) applicable to such **Insured Person's Loss** shall also be applicable to such spousal loss. However, coverage shall not apply to the extent any **Claim** alleges any act or omission by such **Insured Person's** spouse.

V. EXTENDED REPORTING PERIOD

If this Coverage Section is terminated or not renewed for any reason other than non-payment of premium, the **Parent Corporation** shall have the right, upon payment of the additional premium set forth in Item 6(B) of the Declarations, to an extension of the coverage granted by this Coverage Part for the period set forth in Item 6(A) of the Declarations (Extended Reporting Period) following the effective date of termination or non renewal, but only for a **Wrongful Act** committed, attempted, or allegedly committed or attempted, prior to the effective date of termination or nonrenewal. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the **Company** within sixty (60) days following the effective date of termination or non renewal. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Year**. The entire additional premium paid for such Extended Reporting Period shall be deemed fully earned as of the inception of the Extended Reporting Period.

VI. LIMITS OF LIABILITY AND DEDUCTIBLE

- (A) The **Company's** maximum liability for all **Loss** from each **Claim** or **Related Claims** for which coverage is provided under this Coverage Section is set forth in Item 4(A)(1) of the Declarations. The **Company's** maximum liability for all **Loss** from all **Claims** first made during the same **Policy Year**, and for which coverage is provided under this Coverage

Section, shall be the Limit of Liability for each **Policy Year** set forth in Item 4(A)(2) of the Declarations.

- (B) The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the **Policy Year** immediately preceding the expiration of the **Policy Period**.
- (C) The **Company's** liability under this Coverage Section shall apply only to that part of **Loss** arising from each **Claim** or **Related Claims** which is excess of the applicable Deductible Amount set forth in Item 4(B) of the Declarations. If different parts of a single **Claim** are subject to different Deductible Amounts, the applicable Deductible Amounts will be applied separately to each part of such **Claim**, but the sum of such Deductible Amounts shall not exceed the largest applicable Deductible Amount. Such Deductible Amount shall be borne by the **Insureds** uninsured and at their own risk.
- (D) The Deductible Amount for Non-Indemnifiable **Loss** set forth in Item 4(B)(1) of the Declarations shall apply to **Loss** incurred by any **Insured Person** for which no **Insured Organization** is permitted or required to indemnify, or is permitted or required to indemnify but does not do so by reason of **Financial Impairment**. The Deductible Amount for Indemnifiable **Loss** set forth in Item 4(B)(2) of the Declarations for this Coverage Section shall apply to all other **Loss**.
- (E) If the **Insured Organization** is permitted or required by common or statutory law to indemnify the **Insured Persons** for any **Loss**, or to advance **Defense Costs** on their behalf, and fails or refuses to do so other than for reasons of **Financial Impairment**, then the **Insured Organization** shall reimburse and hold harmless the **Company** for the **Company's** payment or advancement of such **Loss** up to the amount of the applicable Deductible Amount.
- (F) An **Insured Organization** shall be deemed permitted and required to indemnify an **Insured**, and the shareholder and board of director resolutions of an **Insured Organization** shall be deemed to provide indemnification to an **Insured**, to the fullest extent authorized by law. For purposes of this paragraph, the shareholder and board of director resolutions of the **Insured Organization** shall be deemed to provide indemnification for such **Loss** to the fullest extent permitted by such law.

VII. REPORTING

- (A) Any **Insured** shall, as a condition precedent to exercising rights under this Coverage Section, give to the **Company** written notice as soon as practicable of a **Claim**, but in no event later than sixty (60) days after the end of the **Policy Period**, or Extended Reporting Period, if exercised; provided that in the event this Coverage Section is cancelled by the **Company** for non-payment of premium, no coverage will be available for any **Claim** of which notice is provided to the **Company** after termination of the **Policy Period**.
- (B) If during the **Policy Period** an **Insured** becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the **Company** as soon as practicable thereafter, but in no event later than sixty (60) days after the end of the **Policy Period**, then any **Claim** subsequently arising from such circumstances shall be considered to have been made during the **Policy Year** in which the circumstances were first reported to the **Company**.
- (C) All **Insureds** shall, as a condition precedent to exercising their rights under this Policy, give to the **Company** such information and cooperation as it may reasonably require,

including but not limited to a description of the **Claim** or circumstances, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential damage, the names of the actual or potential claimants, and the manner in which such **Insured** first became aware of the **Claim** or circumstances.

- (D) All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with the paragraphs (A) and (B) above.

VIII. DEFENSE AND SETTLEMENT

- (A) The **Company** shall have the right and duty to defend any **Claim** covered by this Coverage Section seeking pecuniary or non-pecuniary relief. Coverage shall apply even if any of the allegations are groundless, false or fraudulent.
- (B) The **Company** may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If such **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the **Company's** recommendation (a "Proposed Settlement"), the **Company's** liability for all **Loss**, including **Defense Costs**, on account of such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defense Costs** accrued as of the date such Proposed Settlement was proposed in writing by the **Company** to the **Insured**.
- (C) **Defense Costs** are part of and not in addition to the applicable Limit of Liability set forth in Item 4(A) of the Declarations, and the payment by the **Company** of **Defense Costs** reduces such applicable Limit of Liability.
- (D) No **Insured** shall settle any **Claim**, incur any **Defense Costs**, assume any contractual obligation or admit any liability with respect to any **Claim** without the **Company's** written consent, which shall not be unreasonably withheld. The **Company** shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not consented.
- (E) The **Company** will have no obligation to pay **Loss**, including **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Company's** applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss**. If the **Company's** Limit of Liability for this Coverage Section is exhausted by the payment of **Loss** prior to the expiration of this Policy, the premium for this Coverage Section will be deemed fully earned.

IX. OTHER INSURANCE

If **Loss** arising from a **Claim** made against any **Insured** is insured under any other valid and collectible insurance policy(ies), prior or current, including but not limited to any general liability policy, then this Coverage Section shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this Coverage Section.

X. ESTATES AND LEGAL REPRESENTATIVES

Subject to the limitations, conditions, provisions and other terms of this Coverage Section, coverage shall extend to **Claims for Wrongful Acts of Insured Persons** where such **Claims** are made against the estates, heirs, legal representatives or assigns of **Insured Persons** who are deceased, or against the legal representatives or assigns of **Insured Persons** who are incompetent, insolvent or bankrupt.

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 1, 2021

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

LOUISIANA AMENDATORY ENDORSEMENT TO THE DIRECTORS AND OFFICERS COVERAGE SECTION

In consideration of the premium charged, it is agreed that

1. The definition of **Pollutants** set forth in Section II. DEFINITIONS is deleted and replaced with the following:

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** does not mean heat, smoke, vapor, soot or fumes from a hostile fire or explosion.

2. Subparagraph (A)(5) of Section III. EXCLUSIONS is amended by adding the following to the end of such Exclusion:

including without limitation any **Claim** by or on behalf of the **Parent Corporation**, its securities holders or creditors based upon, arising out of, or attributable to (1) any actual or alleged violation of the responsibilities, obligations or duties imposed by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA), the Clean Water Act (CWA), or any other similar federal, state or local law or regulation by any **Insured** or any person for whom the **Insured** may be held responsible; (2) any direction or order or request that the **Insured** or any person for whom the **Insured** might be held responsible test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so. This subparagraph (A) (5) of Section III. EXCLUSIONS applies to all such **Claims** whether or not the **Insured** had knowledge of actions taken in violation of such laws and whether or not the **Insured** participated in or could have prevented such activities;

3. Section V EXTENDED REPORTING PERIOD is deleted and replaced with the following:

if the Company or the **Parent Corporation** terminates or does not renew this Policy, other than termination by the Company for nonpayment of premium, then the **Parent Corporation** shall have the right to purchase an Extended Reporting Period for the twelve (12) month period beginning on the effective date of the termination or non-renewal of this Policy. The premium for this Extended Reporting Period shall be set forth in Item 6. (B) of the Declarations.

If the Extended Reporting Period is purchased, then coverage otherwise afforded by this Endorsement will be extended to apply to **Claims** first made during such Extended Reporting Period and reported in accordance with this Endorsement, but only for **Injury** occurring or

allegedly occurring before the effective date of termination or nonrenewal. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the immediately preceding **Policy Period**.

4. Section VII. REPORTING is amended by replacing the words "condition precedent" with the word "prerequisite."
5. Any references to the premium being deemed fully earned are deleted.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Louisiana.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 1, 2021

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

AMEND EXCLUSION (D) ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Exclusion (D) as set forth in Subsection III., Exclusions, of this Coverage Section, is deleted and replaced with the following:

(D) The **Company** shall not be liable for **Loss** on account of any **Claim** where all or part of such **Claim** is directly or indirectly based upon, arising from, in consequence of, or in any manner related to any:

(1) mental or emotional distress (except with respect to any otherwise covered **Claim** for **Employment Practices** or for any "Third Party Wrongful Act" (as defined below)), bodily injury, sickness, disease or death of any person; or

(2) **Construction Defect or Specified Peril.**

- (2) For purposes of this endorsement, the following terms shall apply:

"Third Party" means any natural person who is:

- (i) a customer, vendor, service provider, other business invitee of the **Insured Organization**,
- (ii) a past or present renter or owner of the **Insured Organization's** units and/or apartments, or
- (iii) a potential renter or purchaser of the **Insured Organization's** units and/or apartments.

"Third Party Wrongful Act" means any discrimination against a **Third Party** committed, attempted, or allegedly committed or attempted by any **Insured Organization** or by any **Insured Person** in his or her **Insured Capacity**, based upon such **Third Party's** race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status that is protected pursuant to any applicable federal, state, or local statutory law or common law anywhere in the world.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, consisting of a series of loops and strokes, positioned above a horizontal line.

Authorized Representative

CHUBB® **Protection for Community Association LeadersSM**
Crime Coverage Section

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions Section, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) Employee Theft Coverage

The Company shall pay the Parent Corporation for direct loss of **Money, Securities or Property** sustained by an **Insured** resulting from **Theft or Forgery** committed by an **Employee** or an identifiable **Natural Person Property Manager** acting alone or in collusion with others.

(B) Premises Coverage

The Company shall pay the Parent Corporation for direct loss sustained by an **Insured** resulting from:

- (1) Robbery or Safe Burglary by a Third Party;**
- (2) the unlawful taking of Money or Securities by a Third Party; or**
- (3) the actual destruction or disappearance of Money or Securities;**

within or from the **Premises or Banking Premises**. Coverage under this Insuring Clause shall also include:

- (a) loss of or damage to Property by Robbery or attempted Robbery within the Premises;**
- (b) loss of or damage to such Property contained within any safe which results from Safe Burglary or attempted Safe Burglary within the Premises;**
- (c) damage to a locked safe, cash drawer, cash box or cash register within the Premises by felonious entry or attempted felonious entry or loss by felonious abstraction of such container from within the Premises; and**
- (d) damage to the Premises resulting from Safe Burglary or Robbery;**

committed by a **Third Party**.

(C) In Transit Coverage

The Company shall pay the Parent Corporation for direct loss sustained by an **Insured** resulting from:

- (1) Robbery by a Third Party;**
- (2) the unlawful taking of Money or Securities by a Third Party; or**
- (3) the actual destruction or disappearance of Money or Securities;**

while **In Transit** or while temporarily within the home of an **Employee** or a partner of an **Insured Organization**. Coverage under this Insuring Clause shall also include:

- (a) damage to Property by Robbery while In Transit; and**

- (b) loss by the unlawful taking of **Property** temporarily within the home of an **Employee** or a partner of an **Insured Organization**;

committed by a **Third Party**.

(D) **Forgery Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Forgery** or alteration of a **Financial Instrument** committed by a **Third Party**.

(E) **Computer Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Computer Fraud** committed by a **Third Party**.

(F) **Funds Transfer Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Funds Transfer Fraud** committed by a **Third Party**.

(G) **Money Orders And Counterfeit Currency Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Money Orders And Counterfeit Currency Fraud** committed by a **Third Party**.

(H) **Credit Card Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Credit Card Fraud** committed by a **Third Party**.

(I) **Client Coverage**

The **Company** shall pay the **Parent Organization** for direct loss sustained by a **Client** resulting from **Theft** or **Forgery** committed by an **Employee** not in collusion with such **Client's** employees.

(J) **Expense Coverage**

If Expense Coverage is purchased, as set forth in Item 5(J) of the Declarations, the **Company** shall pay the **Parent Organization** for:

- (1) **Investigative Expenses** resulting from any direct loss covered under Insuring Clauses (A) through (I); or

- (2) **Computer Violation Expenses** resulting from any direct loss covered under Insuring Clauses (A), (E) or (I);

incurred by any **Insured Organization** in the amount set forth in Item 5(J) of the Declarations, solely if such covered direct loss is in excess of the Deductible Amount applicable to such covered direct loss. Such amount shall be part of and not in addition to the Limit of Liability applicable to such covered direct loss.

II. DEFINITIONS

For the purposes of this Coverage Section:

- (A) **Banking Premises** means the interior portion of a building occupied by, or the night depository chute or safe maintained by, any bank, trust company or similar institution.

- (B) **Client** means a customer of an **Insured Organization** to whom an **Insured Organization** provides goods or services under written contract or for a fee.
- (C) **Computer Fraud** means the unlawful taking of **Money**, **Securities** or **Property** resulting from a **Computer Violation**.
- (D) **Computer System** means a computer or network of computers, including its input, output, processing, storage and communication facilities, and shall include off-line media libraries.
- (E) **Computer Violation** means an unauthorized:
- (1) entry into or deletion of data from a **Computer System**;
 - (2) change to data elements or program logic of a **Computer System**, which is kept in machine readable format; or
 - (3) introduction of instructions, programmatic or otherwise, which propagate themselves through a **Computer System**;
- directed solely against any **Insured Organization**.
- (F) **Computer Violation Expenses** means reasonable expenses, other than an **Insured Organization's** internal corporate costs (such as employee **Salary**), incurred by an **Insured Organization** with the **Company's** prior written consent to reproduce or duplicate damaged or destroyed electronic **Data** or computer programs. If such computer programs cannot be duplicated from other computer programs, then **Computer Violation Expenses** shall also include reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore the computer programs to substantially the same level of operational capability immediately preceding the covered direct loss. **Computer Violation Expenses** shall not include expenses incurred by any **Client**.
- (G) **Credit Card Fraud** means the **Forgery** or alteration of, on or in, any written instrument required in connection with any credit card issued to an **Insured Organization** or at the request of an **Insured Organization**, to any partner, officer or **Employee** of an **Insured Organization**.
- (H) **Data** means information contained in records, accounts, microfilms, tapes or other records, whether or not contained in a **Computer System**.
- (I) **Discovery** or **Discovered** means an **Executive** or **Insurance Representative** of an **Insured** has become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Coverage Section has occurred, or that acts have taken place that may subsequently result in a loss of a type covered by this Coverage Section. This includes loss:
- (1) sustained prior to the inception date of any coverage under this Coverage Section;
 - (2) which is within the Deductible Amount as set forth in the Declarations of this Coverage Section; or
 - (3) the exact amount or details of which are unknown.
- Discovery** or **Discovered** shall not include knowledge acquired by an **Executive** or **Insurance Representative** of an **Insured** acting alone in a **Theft** or **Forgery**, or acting in collusion with any **Employee** or a **Natural Person Property Manager**, who is a participant in the **Theft** or **Forgery**.
- (J) **Employee** means any:
- (1) natural person in the regular service of an **Insured Organization** in the ordinary course of such **Insured Organization's** business, including any part-time, seasonal, leased and

temporary employees as well as volunteers, whom such **Insured Organization** governs and directs in the performance of such service;

(2) **Executive** while performing acts within the scope of the usual duties of an **Employee**; or

(3) natural person fiduciary, trustee, administrator or **Employee** of a **Sponsored Plan** and any other natural person required to be bonded in connection with such **Sponsored Plan** by Title 1 of the Employee Retirement Income Security Act of 1974, as amended.

(K) **Executive** means any natural person specified below:

(1) duly elected or appointed directors, officers, members of the Board of Managers or management committee members of any **Insured Organization** incorporated in the United States of America, or

(2) attorneys in an in-house general counsel department of any **Insured Organization** incorporated in the United States of America.

(L) **Financial Instrument(s)** means checks, drafts or similar written promises, orders or directions to pay a sum certain in money, that are made, drawn by or drawn upon an **Insured Organization** or by anyone acting as an **Insured Organization's** agent, or that are purported to have been so made or drawn.

(M) **Forgery** means the signing of another natural person's name with the intent to deceive, but does not mean a signature that includes, in whole or in part, one's own name, with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated the same as hand-written signatures.

(N) **Funds Transfer Fraud** means fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions issued to a financial institution directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by an **Insured Organization** at such institution, without an **Insured Organization's** knowledge or consent.

(O) **Insurance Representative** means an **Employee**, including a risk manager, designated to represent an **Insured** for the purpose of effecting and maintaining insurance.

(P) **Insured** means the **Insured Organization** and any **Sponsored Plan**.

(Q) **In Transit** means being conveyed outside the **Premises**, from one person or place to another, by the **Insured Organization** within the custody of:

(1) an **Employee** or a partner of an **Insured Organization**; or

(2) a person authorized by an **Insured Organization** to have custody of **Money**, **Securities** or **Property**.

Such conveyance begins immediately upon receipt of **Money**, **Securities** or **Property**, by the person(s) described in (1) or (2) above, from any **Insured Organization**, and ceases immediately upon delivery to the designated recipient or its agent.

(R) **Investigative Expenses** means reasonable expenses, other than an **Insured Organization's** internal corporate costs (such as **Salary**), incurred by an **Insured Organization** with the **Company's** prior written consent to establish the existence and amount of a covered loss. **Investigative Expenses** shall not include expenses incurred by any **Client**.

(S) **Money** means currency, coin, bank notes and bullion.

(T) **Money Orders And Counterfeit Currency Fraud** means the good faith acceptance:

- (1) in exchange for merchandise, **Money** or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation; or
 - (2) in the regular course of business, of counterfeit United States of America or Canadian paper currency.
 - (U) **Natural Person Property Manager** means any natural person included within the definition of **Property Manager**.
 - (V) **Premises** means the interior portion of a building occupied by an **Insured Organization** in conducting its business.
 - (W) **Property** means tangible property other than **Money** or **Securities**.
 - (X) **Robbery** means the unlawful taking of **Money**, **Securities** or **Property** from the custody of an **Employee**, or other person (except a person acting as a watchman, porter or janitor) authorized by an **Insured Organization** to have custody of such **Money**, **Securities** or **Property**, by violence or threat of violence, committed in the presence and cognizance of such person.
 - (Y) **Safe Burglary** means the unlawful taking of **Money**, **Securities** or **Property** by forcible or violent entry evidenced by visible marks, from a locked vault or safe located within the **Premises**.
 - (Z) **Salary** means compensation paid by an **Insured Organization** to an **Employee**, including but not limited to bonus, commission, incentive payments, and the cost of health, welfare and pension benefits.
 - (AA) **Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or **Property**.
 - (BB) **Sponsored Plan** means:
 - (1) any Employee Benefit Plan, Pension Benefit Plan, Welfare Benefit Plan, as each are defined in the Employee Retirement Income Security Act of 1974, as amended, which is operated solely by the **Insured Organization** or jointly by the **Insured Organization** and a labor organization for the benefit of the **Employees** of the **Insured Organization** located anywhere in the world and which existed on or before the inception of this Coverage Section or which is created or acquired after the inception of this Coverage Section and which are required to be bonded under Title 1 of the Employee Retirement Income Security Act of 1974;
 - (2) any other employee benefit plan or program not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, sponsored solely by the **Insured Organization** for the benefit of the **Employees**, including any excess benefit plan; or
 - (3) any other plan, fund, or program specifically included as a **Sponsored Plan** by endorsement to this Coverage Section.
- Sponsored Plan** shall not include any multi-employer plan.
- (CC) **Theft** means the unlawful taking of **Money**, **Securities** or **Property** to the deprivation of:
 - (1) an **Insured**, solely for the purposes of Insuring Clause (A); or
 - (2) a **Client**, solely for the purposes of Insuring Clause (I).

(DD) **Third Party** means a natural person other than:

- (1) an Insured, Employee or Natural Person Property Manager or
 - (2) a natural person acting in collusion with an Employee or Natural Person Property Manager.
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III. EXCLUSIONS

(A) No coverage will be available under this Coverage Section for:

- (1) loss resulting directly or indirectly from any authorized or unauthorized trading of **Money, Securities or Property**, whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account; provided that this Exclusion (A)(1) shall not apply to direct losses resulting from **Theft or Forgery** covered under Insuring Clause (A) which result in improper financial gain to an **Employee** (direct losses as used herein shall mean only the amount of improper financial gain to such **Employee** which shall not include **Salary**, commissions, fees or other compensation, including but not limited to promotions and raises associated with employment of an **Employee** by an **Insured**);
- (2) loss of trade secrets, confidential processing methods or other confidential information of any kind;
- (3) **Theft or Forgery** committed against an **Insured Organization** by a partner of such **Insured Organization** or a partner of a **Property Manager** whether acting alone or in collusion with others; provided that, if **Theft or Forgery** committed by a partner of an **Insured Organization** would have resulted in a covered loss, the **Company** shall pay the amount which exceeds such partner's percentage ownership of the **Insured Organization**, on the day immediately preceding the date of **Discovery**, multiplied by the **Insured Organization's** total assets as reflected in such **Insured Organization's** most recent audited financial statements;
- (4) loss due to declared or undeclared war, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization; or any act or condition incident to any of the foregoing;
- (5) loss due to nuclear reaction, nuclear radiation or radioactive contamination;
- (6) loss of income not realized as the result of a covered loss;
- (7) indirect or consequential loss of any kind; provided that this Exclusion (A)(7) shall not apply to otherwise covered **Investigative Expenses** and **Computer Violation Expenses** under Insuring Clause (J);
- (8) expenses incurred:
 - (a) as a result of the reconstitution of **Data** if an **Insured Organization** knowingly uses illegal copies of programs;
 - (b) to render the **Data** usable by replacement processing equipment;
 - (c) to design, update or improve software or programs or to perfect their operation or performance; or
 - (d) as a result of an alteration in **Data** held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the **Computer System**;

- (9) loss caused by an **Employee** or a **Natural Person Property Manager** which is sustained by an **Insured**:
 - (a) after an **Insured** becomes aware of a **Theft, Forgery**, or other fraudulent or dishonest act committed by such **Employee** while employed with an **Insured** or by such **Natural Person Property Manager** while in the service of a **Property Manager** or an **Insured Organization**;
 - (b) after an **Executive** or **Insurance Representative** acquires at any time knowledge of fraud or dishonesty, involving **Money, Securities** or other property valued at twenty-five thousand dollars (\$25,000) or more, committed:
 - (i) by such **Employee** prior to employment with or by an **Insured** or
 - (ii) by such **Natural Person Property Manager** prior to providing services to an **Insured**; or
 - (c) more than sixty (60) days following:
 - (i) termination of such **Employee** or
 - (ii) termination of services provided by such **Natural Person Property Manager**.
- (10) loss due to fire, provided that this Exclusion (A)(10) shall not apply to:
 - (a) loss of **Money** or **Securities**; or
 - (b) damage to any safe or vault caused by the application of fire thereto for the purposes of **Safe Burglary**;
- (11) fees, costs or expenses incurred or paid by an **Insured** in defending or prosecuting any legal proceeding or claim; provided that this Exclusion (A)(11) shall not apply to the coverage provided under Section VI Legal Expenses Extension;
- (12) loss due to an **Insured** knowingly having given or surrendered **Money, Securities** or **Property** in any exchange or purchase with a **Third Party**; provided that this Exclusion (A)(12) shall not apply to **Money Orders And Counterfeit Currency Fraud**;
- (13) loss sustained by one **Insured** to the advantage of any other **Insured**;
- (14) loss of or damage to **Money, Securities** or **Property** while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company, or **Property Manager** or any person who is duly authorized by the **Insured Organization** to have custody of the property; provided that this Exclusion (A)(14) shall not apply to the extent that coverage under this Coverage Section is excess of the amount recovered or received by the **Insured Organization** under:
 - (a) the **Insured Organization's** contract, if any, with, or insurance carried by, any of the foregoing; or
 - (b) any other insurance or indemnity in force which would cover the loss in whole or in part, in which case this Coverage Section shall only cover such excess loss;

- (15) loss due to the unlawful taking of **Money, Securities or Property, Computer Fraud** or any other fraudulent, dishonest or criminal act (other than **Robbery or Safe Burglary**), by any authorized representative of the **Insured Organization**, other than an **Employee or Natural Person Property Manager**, provided that such authorized representative is not acting in collusion with any **Employee or Natural Person Property Manager**.
- (B) No coverage will be available under Insuring Clause (A) or (I) for loss caused by any **Property Manager**, broker, factor, commission merchant, consignee, contractor, independent contractor or other agent or representative of the same general character; provided that this Exclusion (B) shall not apply to coverage provided under Insuring Clause (A) for loss caused by a **Natural Person Property Manager**.
- (C) No coverage will be available under Insuring Clause (B) or (C) for:
- (1) loss or damage due to **Forgery, Computer Fraud or Funds Transfer Fraud**; or
 - (2) loss of or damage to **Money, Securities or Property** while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company.
- (D) No coverage will be available under Insuring Clauses (B), (C), (E) and (F) for loss or damage of **Money, Securities** or other property as a result of a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to the **Premises** or other property.
- (E) No coverage will be available under Insuring Clause (D) for loss due to **Forgery** or alteration of any registered or coupon obligations issued or purported to have been issued by the **Insured**, or any coupons whether attached or detached.
- (F) No coverage will be available under Insuring Clause (H) for loss caused by any forgery or alteration of, on or in any written instrument; provided that this Exclusion (F) shall not apply if:
- (1) the provisions, conditions and other terms under which the involved credit card was issued were fully complied with; and
 - (2) the **Insured Organization** is legally liable to the issuer of such credit card for such loss.
- (G) No coverage will be available under this Coverage Section for:
- (1) loss unless sustained by any **Insured** prior to the termination of this Coverage Section as to such **Insured and Discovered** and written notice thereof is given to the **Company** within sixty (60) days following such termination;
 - (2) loss unless sustained prior to the termination of any Insuring Clause of this Coverage Section, or any particular coverage offered under any Insuring Clause, and **Discovered** and written notice thereof is given to the **Company** within sixty (60) days following such termination; or
 - (3) loss unless sustained prior to the termination of this Coverage Section in its entirety, and **Discovered** and written notice thereof is given to the **Company**:
 - (a) within sixty (60) days following such termination, if this Coverage Section is not renewed with the **Company**;

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- (b) prior to such termination, if this Coverage Section is renewed with the **Company**; or
 - (c) within one (1) year following such termination, if the termination results from the voluntary liquidation or voluntary dissolution of the **Parent Corporation**.
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IV. OWNERSHIP

- (A) Solely for the purposes of Insuring Clauses (A) through (H), the **Company's** liability under this Coverage Section will apply only to the **Money, Securities or Property** owned by the **Insured Organization** or for which the **Insured Organization** is legally liable, or held by the **Insured Organization** in any capacity whether or not the **Insured Organization** is legally liable; provided that:
 - (1) the **Company** will not be legally liable for damage to the **Premises** unless the **Insured Organization** is the owner or is liable for such damage; or
 - (2) with respect to Insuring Clause (A) the **Company's** liability will not apply to **Money, Securities or Property** of a **Client**.
 - (B) Solely for the purposes of Insuring Clause (I), the **Company's** liability under this Coverage Section will apply only to the **Money, Securities or other Property** of a **Client**, which is held by the **Insured Organization** in any capacity or for which the **Insured Organization** is legally liable.
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V. SPONSORED PLAN

Solely with respect to any **Sponsored Plan**, payment by the **Company** for covered loss to the **Parent Corporation** shall be held by such **Parent Corporation** for the use and benefit of the **Sponsored Plan** sustaining such loss. The Limit of Liability applicable to any **Sponsored Plan** shall equal the lesser of ten percent (10%) of the **Sponsored Plan's** assets as of the beginning of such **Sponsored Plan's** fiscal year or five hundred thousand dollars (\$500,000) ("Amended Limit of Liability"); provided, however, that the following additional conditions shall also apply with respect to such coverage:

- (1) Loss Involving One **Sponsored Plan**:
 - (a) If the applicable Limit of Liability as set forth in Item 5 of the Declarations is less than the Amended Limit of Liability, then the applicable Limit of Liability shall be the Amended Limit of Liability; or
 - (b) If the applicable Limit of Liability as set forth in Item 5 of the Declarations equals or exceeds the Amended Limit of Liability, then the applicable Limit of Liability shall be the Limit of Liability as set forth in Item 5 of the Declarations; or
- (2) Loss Involving More Than One **Sponsored Plan**:
 - (a) If the applicable Limit of Liability as set forth in Item 5 of the Declarations is less than the Amended Limit of Liability as calculated for each **Sponsored Plan**, then the applicable Limit of Liability for each **Sponsored Plan** shall be the Amended Limit of Liability as calculated for each **Sponsored Plan**; or
 - (b) If the applicable Limit of Liability as set forth in Item 5 of the Declarations equals or exceeds the Amended Limit of Liability as calculated for all such **Sponsored**

Plans, then the applicable Limit of Liability for all such **Sponsored Plans** combined shall be the Limit of Liability as set forth in Item 5 of the Declarations.

For the purposes of **Sponsored Plan** coverage hereunder, the words "sixty (60) days" are deleted from the exclusions applicable to this Coverage Section, wherever they appear, and the words "one (1) year" are substituted in place thereof. Solely with respect to loss sustained by a **Sponsored Plan**, no Deductible Amount shall apply to such loss.

VI. LEGAL EXPENSES EXTENSION

- In addition to the Limits of Liability set forth in the Declarations, the **Company** shall be liable for:
- (A) with respect to **Forgery** coverage under Insuring Clause (D), reasonable court costs and attorneys' fees incurred and paid with the **Company's** prior written consent in defending an **Insured Organization** or an **Insured Organization's** bank in any legal proceeding brought against it to enforce payment of a **Financial Instrument**; or
 - (B) with respect to **Credit Card Fraud** coverage under Insuring Clause (H), reasonable court costs and attorneys' fees incurred and paid with the **Company's** prior written consent in defending an **Insured Organization** in any legal proceeding brought against it to enforce payment of a written instrument, required in connection with any credit card.

VII. LIABILITY FOR PRIOR LOSSES

- (A) Coverage will be available for loss sustained prior to the inception date of this Coverage Section, or the effective date of coverage for any additional **Insureds**, or the effective date of any coverage added by endorsement, subject to the following:
 - (1) an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy;
 - (2) such coverage continued without interruption from the time such loss was sustained until the inception date or effective date specified in paragraph (A) above;
 - (3) such loss was first **Discovered** by an **Insured** after the time allowed for discovery under the last such policy; and
 - (4) some or all of the coverage of an Insuring Clause under this Coverage Section would be applicable to such prior loss.
- (B) If such prior bond or policy carried by the **Insured** or predecessor in interest of such **Insured** was issued by the **Company** or its affiliates, such prior bond or policy shall terminate as of the inception of this Coverage Section and such prior bond or policy shall not cover any loss not discovered and noticed to the **Company** prior to the inception of this Coverage Section.
- (C) The **Insured** shall neither be entitled to a separate recovery under each policy in force at the time any part of the prior loss was sustained, nor shall the **Insured** be entitled to recover the sum of the limits of liability of any such policies. The **Company's** maximum liability for the prior loss shall not exceed the lesser of either the limit of liability of the policy immediately preceding this

CHUBB® **Protection for Community Association LeadersSM**
Crime Coverage Section

Coverage Section under which part of the prior loss was sustained, or the applicable Limit of Liability as set forth in the Declarations.

VIII. LIMITS OF LIABILITY AND DEDUCTIBLES

- (A) Subject to Section VII Liability for Prior Losses, the **Company** shall only be liable for losses sustained by any **Insured** during the **Policy Period**.
- (B) The **Company's** maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss as set forth in Item 5 of the Declarations, regardless of the number of **Insureds** sustaining the loss. The **Company's** maximum liability for each loss caused by a **Natural Person Property Manager**, and for which coverage is provided under INSURING CLAUSE (A), shall not exceed the Property Manager Theft Sublimit set forth in Item 5 of the Declarations.
- (C) If a direct loss is covered under more than one Insuring Clause of this Coverage Section, the maximum amount payable under this Coverage Section shall not exceed the largest applicable Limit of Liability of any such Insuring Clause.
- (D) All loss resulting from a single act or any number of acts of the same **Employee, Natural Person Property Manager or Third Party**, and all loss whether such act or acts occurred before or during the **Policy Period**, will be treated as a single loss and the applicable Limit of Liability of this Coverage Section will apply, subject to Section VII Liability for Prior Losses.
- (E) The **Company** shall pay loss that exceeds the amount of recoveries made prior to such payment, less the applicable Deductible Amount set forth in Item 5 of the Declarations.
- (F) If the **Insured** receives payment under another policy or bond, after applying a deductible, for loss also covered hereunder, then the Deductible Amount set forth in Item 5 of the Declarations shall be reduced by the deductible previously applied to such loss.

IX. NON-ACCUMULATION OF LIABILITY

- (A) When there is more than one **Insured**, the maximum liability of the **Company** for loss sustained by one or all **Insureds** shall not exceed the amount for which the **Company** would be liable if all losses were sustained by any one **Insured**.
- (B) Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the amount the **Company** shall pay for any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

X. PROOF OF LOSS AND LEGAL PROCEEDINGS

- (A) Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- (B) It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Parent Corporation** will:
 - (1) give written notice to the **Company** at the earliest practicable moment, and in no event later than ninety (90) days after such **Discovery**;
 - (2) furnish a proof of loss with full particulars to the **Company** within six (6) months of such **Discovery**;

- (3) submit to examination under oath at the **Company's** request;
 - (4) produce all pertinent records at such reasonable times and places as the **Company** shall designate; and
 - (5) provide full cooperation with the **Company** in all matters pertaining to a loss or claim.
- (C) The **Parent Corporation** may offer a comparison between an **Insured Organization's** inventory records and actual physical count of its inventory to prove the amount of loss, only where an **Insured Organization** establishes wholly apart from such comparison that it has sustained a covered loss, caused by an identified **Employee** or **Natural Person Property Manager**.
- (D) No **Insured** shall institute legal proceedings against the **Company**:
- (1) after two (2) years immediately following any **Discovery**; or
 - (2) to recover a judgment or settlement against it or its bank resulting from **Forgery, Credit Card Fraud** or related legal expenses as set forth in Section VI Legal Expenses Extension, after two (2) years immediately following the date upon which such judgment shall become final or settlement was entered.

XI. VALUATION AND FOREIGN CURRENCY

The **Company** shall pay:

- (A) the least of:
- (1) the actual market value of lost, damaged or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**;
 - (2) the cost of replacing **Securities**; or
 - (3) the cost to post a Lost Instrument Bond;
- Such cost shall be paid by the **Company** on behalf of an **Insured**;
- (B) the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of account or other records;
- (C) the least of:
- (1) the actual cash value of **Property**; or
 - (2) the actual cost to repair or replace **Property** with that of similar quality and value at the time the **Parent Organization** complies with Section X Proof of Loss and Legal Proceedings, regarding the furnishing of proof of loss; or
- (D) the United States of America dollar value of foreign currency based on the rate of exchange published in The Wall Street Journal on the day loss involving foreign currency is **Discovered**.

XII. OTHER INSURANCE

If the **Insured** or any other party in interest in any loss covered by this Coverage Section has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this Coverage Section, then this Coverage Section shall be null and void to the extent of the amount recoverable or received under such other bond, indemnity, or insurance; but this Coverage Section shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under such other bond, indemnity or insurance.

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Protection for Community Association LeadersSM
Crime Coverage Section

ENDORSEMENT/RIDER

Effective date of
this endorsement: April 1, 2021

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

PRIVACY AND DATA BREACH EXCLUSIONS ENDORSEMENT

In consideration of the premium charged, it is agreed that

1. Exclusion (A)(2) of this Coverage Section is deleted.
2. No coverage will be available under this Coverage Section for:
 - (i) loss involving the disclosure of an **Insured's** or another entity or person's confidential or personal information while in the care, custody or control of an **Insured** including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of nonpublic information;
 - (ii) loss involving the use of another entity or person's confidential or personal information while in the care, custody or control of an **Insured** including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of nonpublic information; or
 - (iii) fees, costs, fines, penalties or any other expenses incurred by an **Insured** which result, directly or indirectly, from the access to or disclosure of another entity or person's confidential or personal information, including but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of nonpublic information,

provided, however, that the above exclusions 2(i) and 2(ii) shall not apply to loss that is otherwise covered under any Insuring Clause other than Insuring Clause (J), Expense Coverage.

3. The definition of **Property** in Section II, Definitions, of this Coverage Section shall not include any **Insured's** or another entity or person's confidential or personal information

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written above a horizontal line.

Authorized Representative

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 1, 2021

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

SOCIAL ENGINEERING FRAUD COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to the coverage afforded by this endorsement, the following shall apply:

- (1) Item 5. of the Declarations of the General Terms and Conditions Section is amended to include the following:

Item 5.

Insuring Clauses	Limits of Liability	Deductible Amounts
Social Engineering Fraud Coverage:	\$10,000	\$1,000

- (2) The following Insuring Clause is added:

Social Engineering Fraud Coverage Insuring Clause

The **Company** shall pay the **Parent Corporation** for loss resulting from an **Insured Organization** having transferred, paid or delivered any **Money** or **Securities** as the direct result of **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client**, or an **Employee** who was authorized by the **Insured Organization** to instruct other **Employees** to transfer **Money** or **Securities**.

- (3) Subsection II, Definitions, is amended to include the following terms:

Vendor means any entity or natural person that has provided goods or services to an **Insured Organization** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.

Social Engineering Fraud means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it be genuine.

- (4) Subsection III., Exclusion (A)(12) is deleted.
- (5) Subsection III., Exclusion (A)(15) is deleted and replaced with the following:
 - (15) loss due to the unlawful taking of **Money, Securities or Property, Computer Fraud, Social Engineering Fraud** or any other fraudulent, dishonest or criminal act (other than **Robbery or Safe Burglary**), by any authorized representative of the **Insured Organization**, other than an **Employee or Natural Person Property Manager**, provided that such authorized representative is not acting in collusion with any **Employee or Natural Person Property Manager**.
- (6) Subsection III., Exclusion (D) is deleted and replaced with the following:
 - (D) No coverage will be available under Insuring Clauses (B), (C), (E), (F) or the Social Engineering Fraud Coverage Insuring Clause for loss or damage of **Money, Securities** or other property as a result of a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to the **Premises** or other property.
- (7) No coverage will be available under Social Engineering Fraud Coverage Insuring Clause for:
 - (a) loss or damage due to **Theft by an Employee, Forgery, Computer Fraud, Funds Transfer Fraud, Money Orders and Counterfeit Currency Fraud or Credit Card Fraud**;
 - (b) loss of or damage to **Money or Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;
 - (c) loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 - (d) loss due to the failure, malfunction, inadequacy or illegitimacy of any product or service;
 - (e) loss due to the failure of any party to perform in whole or in part under any contract;
 - (f) loss due to the extension of any loan, credit or similar promise to pay;
 - (g) loss due to any gambling, game of chance, lottery or similar game;
 - (h) loss of or damage to any **Property**;
 - (i) loss due to any party's use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine.
- (8) No coverage will be available under Insuring Clauses (D), (E) and (F) for loss or damage to **Money, Securities or Property** as a result of **Social Engineering Fraud**.
- (9) Subsection VIII., Limits of Liability and Deductibles, is amended to include the following:

The **Company's** maximum liability for each loss shall not exceed the Limit of Liability applicable to the Social Engineering Fraud Insuring Clause for all loss or losses resulting from any act, casualty or event, any series of related acts, casualties or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty or event or series of acts, casualties or events was committed or occurred before or during the **Policy Period**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

Social Engineering Tips Please read!

HAVE YOU BEEN TRICKED INTO WIRE FRAUD? TAKE IMMEDIATE ACTION!

If you believe you have transferred funds to a criminal posing as a legitimate business associate, you should act quickly:

1. Immediately contact the originating bank and **request a recall of the wire transfer** and confirm that recall in writing.
2. Immediately file a **complaint with the FBI** at www.ic3.gov. This reporting triggers the FBI's Recovery Asset Team and the FBI's assistance seeking return of the wire transfer.
3. Preserve **records of the incident**, including emails sent and received *in their original electronic state*. Correspondence and forensic information contained in these electronic files help investigators shed light on the perpetrator(s), and parties responsible for the incident.
4. Once the above steps are complete, **contact Chubb** per the instructions in your policy.

While neither recalling the wire transfer nor reporting to the FBI guarantees the return of your funds, these steps maximize the opportunity to mitigate your loss, assist the FBI in tracing the funds and help establish any insurance claim.

Simple Steps to Prevent Fraudulently Induced Wire Transfers

Email communication is efficient, but it is not a secure method of communication. Regardless of your familiarity with a contact, that contact's **email may be intercepted, altered and fabricated**. You may reduce the chances of fraud by following these best practices:

1. **Verify Email Requests by Telephone:** Require those responsible for paying invoices or changing bank routing information to verify payment details over the phone, rather than by email or documents sent electronically. Making a phone call to a known, pre-existing telephone number remains the single best protection against fraud.
2. **Segregate Wire Transfer Responsibilities:** Establish a standing policy that requires at least three people to review and approve wire transfer requests, pay an invoice or change a business partner's bank account information. Such requests should be entered by the initiator of the wire and verified by two independent signatories.
3. **Turn on MFA for Cloud Email:** Multifactor Authentication is available from all major email providers. It provides a layer of security to email accounts beyond a user's account name and password, making it harder for criminals to impersonate you, your executives and your employees.

This document is for information only. It is offered as a resource to be used together with your professional insurance advisers in maintaining a loss prevention program. No liability is assumed by reason of the information this document contains.

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 1, 2021

Federal Insurance Company

Endorsement/Rider No. 4

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

FRAUDULENT INSTRUCTIONS EXCLUSION

In consideration of the premium charged, it is agreed that

No coverage will be available under Insuring Clauses (B), (C), (D), (E), and (F) for loss resulting from any transfer, payment or delivery of **Money, Securities, or Property** approved by an **Employee** or arising out of any misrepresentation received by any **Employee**, agent, independent contractor or other representative of the **Insured**, whether such transfer, payment or delivery was made in good faith or as a result of trick, artifice, fraud or false pretenses.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 1, 2021

Federal Insurance Company

Endorsement/Rider No. 5

To be attached to and
form a part of Policy No. 8237-3814

Issued to: Metairie Towers Condominium Association, Inc.

ERISA AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to loss sustained by any **ERISA Plan** included as a **Sponsored Plan**, this Coverage Section is amended as follows:

(1) Section V, SPONSORED PLAN, is deleted.

(2) Insuring Clause (A) is deleted and replaced with the following:

Insuring Clause (A): Fiduciary Dishonesty Coverage: The **Company** shall pay the **Insured** for loss of **Money, Securities, or Property** resulting directly from **Fraud or Dishonesty** committed by an **Employee** acting alone or in collusion with others.

(3) Section II, Definitions, is amended as follows:

A. Subsection II(J), definition of **Employee**, is deleted and replaced with the following:

Employee(s) means any natural person while in the service of any **Insured** who is required to be bonded by Title 1 of **ERISA**, including:

- (a) a fiduciary;
- (b) a trustee;
- (c) an administrator;
- (d) an officer;
- (e) any other natural person who handles **ERISA Plan** assets; or
- (f) any natural person described paragraphs (a) through (e) above during a period not exceeding sixty (60) days following the termination of such natural person's service;

provided, however, **Employee** shall not include any independent contractor or any agent, broker, factor, commission merchant, consignee, or representative of the same general character or employee thereof.

B. Subsection II (BB), definition of **Sponsored Plan**, is deleted and replaced with the following:

ERISA Plan means any Employee Benefit Plan, Pension Benefit Plan, or Welfare Benefit Plan, as defined under **ERISA**, which is operated solely by an **Insured Organization** or jointly by an **Insured Organization** and a labor organization for the benefit of **Employees** and which existed on or before the inception of this Coverage Section or which is created or acquired after the inception of this Coverage Section, provided that **ERISA Plan** shall not include any multi-employer plan.

C. The following definitions are added:

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Fraud or Dishonesty means any intentional act of larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wrongful conversion or willful misapplication, or any other intentional fraudulent or dishonest act. **Fraud or Dishonesty** shall also include any intentional act prohibited by Title 18, Section 1954 of the U.S. Code.

(4) Section III, Exclusions, is deleted and replaced with the following:

III. LIMITATIONS

The **Company** shall not be liable for loss involving:

- (a) the disclosure of confidential or personal information while in the care, custody or control of an **Insured Organization** or **ERISA Plan**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any similar type of non-public information, provided that this limitation shall not apply to loss that is otherwise covered under this Coverage Section caused by an **Employee's** acts of **Fraud or Dishonesty** through the use of, disclosure of or access to such confidential or personal information; or
- (b) fees, costs, fines, penalties or any other expenses incurred by an **Insured Organization** or **ERISA Plan** which result, directly or indirectly, from the access to or disclosure of an **Insured Organization's** or **ERISA Plan's** or another entity's or person's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any similar type of non-public information.

(5) Section VIII, LIMITS OF LIABILITY AND DEDUCTIBLES, is deleted and replaced with the following:

The **Company's** maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss, as set forth in Item 5 of the Declarations, regardless of the number of **Insureds** sustaining the loss.

The payment of any loss under this Coverage Section shall not reduce the liability of the **Company** for other losses whenever sustained; provided, however, that the total liability of the **Company** for all loss resulting from any act or any series of acts committed by the same **Employee** or in which the same **Employee** is concerned or implicated, regardless of whether such act or series of acts was committed before or during the **Policy Period**, will be treated as a single loss and the applicable Limit of Liability of this Coverage Section will apply.

With respect to each **ERISA Plan**:

- (a) if covered loss is sustained by any **ERISA Plan** which does not have any employer securities, the Limit of Liability applicable to such covered loss shall be the greater of:

- (1) \$1,000; or
- (2) ten percent (10%) of the funds handled by such **ERISA Plan** as of the effective date of this Coverage Section,
up to a maximum limit of liability of \$500,000; or
- (b) if covered loss is sustained by any **ERISA Plan** which does have any employer securities, the Limit of Liability applicable to such covered loss shall be the greater of:
 - (1) \$1,000; or
 - (2) ten percent (10%) of the funds handled by such **ERISA Plan** as of the effective date of this Coverage Section,
up to a maximum limit of liability of \$1,000,000,

provided that, in all events (i) if the Limit of Liability as set forth in Item 5 of the Declarations is less than the amounts set forth in paragraphs (a) or (b) above, then the applicable Limit of Liability shall be equal to the minimum limit of insurance as required by **ERISA**; or (ii) if the Limit of Liability as set forth in Item 5 of the Declarations equals or exceeds the amounts set forth in paragraphs (a) or (b) above, then the Limit of Liability shall be the Limit of Liability as set forth in Item 5 of the Declarations.

No retention shall apply to loss sustained by an **ERISA Plan** covered under this Coverage Section.

- (6) Section IV, OWNERSHIP, is amended to the extent that wherever the term **Insured Organization** appears, it is deleted and replaced with **Insured Organization** or **ERISA Plan**.
- (7) The following subsections are added:

- **PAYOVER**

In compliance with Title 1 of **ERISA**, payment by the **Company** shall be held to the benefit of any **ERISA Plan** sustaining a loss. If such payment is in excess of the amount of coverage required by **ERISA** for such **ERISA Plan**, such excess shall be held for the use and benefit of any other named **ERISA Plans** should such **ERISA Plans** also **Discover** loss recoverable hereunder. If **Money**, **Securities**, and other **Property** of two or more **ERISA Plans** are commingled, recovery hereunder for loss of such **Money**, **Securities**, and other **Property** shall be shared by such **ERISA Plans** on a pro rata basis in accordance with the amount of coverage each such **ERISA Plan** is required to carry pursuant to **ERISA**.

- **EXTENDED DISCOVERY PERIOD**

This Coverage Section covers loss sustained prior to the termination or cancellation of this Coverage Section and **Discovered**:

- (a) within twelve (12) calendar months following the termination or cancellation of this Coverage Section in its entirety; or
- (b) within twelve (12) calendar months following the termination or cancellation of this Coverage Section as to any **ERISA Plan**,

in accordance with Section XIV, Termination of Policy, of the General Terms and Conditions.

Provided that this Extended Discovery Period terminates immediately upon the effective date of any other insurance obtained which replaces the coverage afforded by this Coverage Section in an amount no less than the minimum amount required under **ERISA** and provides coverage for loss sustained prior its effective date.

- **TERMINATION**

This Coverage Section shall terminate as to any **Employee** and no coverage will be available for loss caused by such **Employee**:

- (a) immediately upon **Discovery** by any **Executive** or **Insurance Representative** (not in collusion with such **Employee**) of any fraudulent or dishonest act on the part of such **Employee** while in the service of any **Insured**;
- (b) after an **Executive** or **Insurance Representative** becomes aware of any fraudulent or dishonest act by such **Employee** involving **Money, Securities** or **Property** valued at twenty-five thousand dollars (\$25,000) or more, committed prior to such **Employee's** service with any **Insured**; or
- (c) more than sixty (60) days following the termination of service to any **Insured** of such **Employee**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative



Dear Policyholder:

Pursuant to New Jersey law, the amount due for this policy includes a surcharge to pay for claims made by New Jersey claimants against insolvent insurance companies which were doing business in the state. This surcharge is called the "New Jersey Property - Liability Insurance Guaranty Association Surcharge" and is identified as a separate item in your premium bill as the "PLIGA Surcharge".

If you have any questions or require additional information about the surcharge, please contact your agent or broker.

Very truly yours,

CHUBB
A division of Federal Insurance Company
Manager

CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Premium Bill

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC

Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021
Producer JACOBSON, GOLDFARB, SCOTT INC

THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY

PLEASE SEND PAYMENT TO AGENT OR BROKER, IF APPLICABLE

<i>Coverage</i>	<i>Premium</i>
Commercial Excess	
SURCHARGE	
<i>Total</i>	

Portion of total premium attributable for Terrorism and statutory standard fire where applicable is:

PROP/LIAB INS GUARANTY ASSOC RECPMI – NJ

IMPORTANT NOTICE TO POLICYHOLDERS TERRORISM RISK INSURANCE ACT

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

Please note that if your policy:

- *provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.*
- *is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.*

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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



IMPORTANT NOTICE TO POLICYHOLDERS

This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.

THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.

PLEASE READ THIS NOTICE CAREFULLY.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.



POLICYHOLDER NOTICE

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.



**CHUBB EXCESS LIABILITY INSURANCE - SL
(INCLUDING OBLIGATION TO CONTROL DEFENSE)**

Declarations

Chubb Group of Insurance Companies
202B Hall's Mill Road,
Whitehouse Station, NJ 08889

Named Insured and Mailing Address (Item 1)

PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
101 CRAWFORDS CORNER RD #1300
HOLMDEL, NJ 07733

Policy Number 9364-13-55

Previous Policy No.

*Issued by the stock insurance company
indicated below, herein called the company.*

FEDERAL INSURANCE COMPANY

Incorporated under the laws of INDIANA

Producer No. 27924C / 0061965

Producer JACOBSON, GOLDFARB, SCOTT INC
101 CRAWFORDS COR S 1300
HOLMDEL, NJ 07733-0000

Policy Period (Item 2)

From: JANUARY 1, 2021 **To:** JANUARY 1, 2023
12:01 A.M. standard time at the address of the insured as stated.

Premium (Item 3)

Amount

Limits of Insurance (Item 4)

Amount

a.	Each Occurrence	\$25,000,000
b.	Products Completed Operations Aggregate	\$25,000,000
c.	Other Aggregate (where applicable)	\$25,000,000

Underlying Limits of Insurance (Item 5)

Amount

a.	Each Occurrence	\$25,000,000
b.	Aggregate (where applicable)	\$25,000,000

Underlying Insurance (Item 6)

6a. Controlling Underlying Insurance

Company GREENWICH INSURANCE COMPANY

Policy Number TBD

Policy Period **From:** 01/01/2021 **To:** 01/01/2023

Limits of Insurance

Each Occurrence	\$25,000,000
Aggregate (where applicable)	\$25,000,000

The Company will pay that part of loss, covered by this insurance, in excess of the Underlying Limits of Insurance. The terms and conditions of Controlling Underlying Insurance are made a part of this policy, except with respect to any contrary provision contained in, or endorsed unto, this policy.

Notwithstanding anything to the contrary contained above, if underlying insurance does not cover loss, for reasons other than exhaustion of a limit of insurance by payment of claims, then the Company will not cover such loss.

The Company has no duty to assume control of the investigation, defense or settlement of any claim, suit or proceeding, except, however, the Company will assume control of the defense of a suit brought against the insured seeking damages to which this insurance applies:

- a. if all insurers providing the applicable Underlying Limits of Insurance are obligated by the terms and conditions of their policies to assume control of the defense of such suit; and
- b. after all applicable Underlying Limits of Insurance have been exhausted by payment of loss.

The Company does, however, have the right to investigate any occurrence or offense and to participate in the investigation, settlement or defense of any claim, suit or proceeding that the Company feels may create liability on its part.

If the Company is prevented by law from carrying out its obligations, the Company will reimburse the insured for necessary and reasonable sums incurred with the Company's written consent.

The Company's obligations under this insurance end when the Company has exhausted the applicable Limits of Insurance.

While this policy is in effect, the insured agrees to maintain the Underlying Limits of Insurance in full force. The insured's failure, or the failure of others, to comply with this condition will not invalidate this policy; but in the event of such failure, the Company will only be liable to the same extent as if there had been compliance.

The insured must see to it that the Company:

- a. is notified as soon as practicable, but not later than any requirement made a part of this policy or Underlying Insurance, of any occurrence, claim or suit which may involve this policy.
- b. is helped, at the Company's request, to enforce any right against any person or organization which may be liable to an insured.
- c. receives the insured's full cooperation.


It is a requirement of this policy that the insured not, without the Company's consent (which shall not be unreasonably withheld), incur any expense or make any payment which may involve this policy. Any such unauthorized expense or payment will be at the insured's own cost.

Cancellation: see the Endorsement entitled "Cancellation."

Authorization

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY



Secretary



President

Authorized Representative

Date February 23, 2021



Chubb. Insured.™

CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Schedule of Forms

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Form number

As of the effective date printed above, this is the Schedule of Forms applicable to this policy:

NOTICE TO OUR PRODUCERS NEW JERSEY PLIGA	99-10-0309	(05/97)
DEAR POLICYHOLDER NOTICE FOR NEW JERSEY PLIGA	99-10-0310	(05/97)
PREMIUM BILL	07-10-0542	(10/06)
PREMIUM BILL	07-10-0542I	(10/06)
IMPORTANT NOTICE TO POLICYHOLDERS-TRIPRA	99-10-0732	(01/15)
IMPORTANT NOTICE - OFAC	99-10-0792	(09/04)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	(06/07)
EXCESS LIABILITY - SL DECLARATIONS	07-02-2270	(06/09)
NEW JERSEY - CANCELLATION AND NONRENEWAL	07-02-1304	(04/15)
COMPLIANCE WITH APPLICABLE TRADE SANCTIONS	07-02-1989	(04/15)
CHUBB EXCESS LIAB-SL POLLUTION EXC HOSTILE FI	07-02-1338	(12/97)
TERM OF INSURANCE	07-02-1381	(04/15)
RISK PURCHASING GROUP	07-02-1381	(04/15)
EMPLOYMENT-RELATED PRACTICES EXCLUSION	07-02-1551	(04/15)
NAMED INSURED	07-02-1642	(04/15)
CAP ON CERTIFIED TERRORISM LOSSES	07-02-1953	(04/15)
INFORMATION LAWS INCL UNAUTH COMMUNICATIONS	07-02-2174	(04/15)
ASBESTOS EXCLUSION	07-02-2248	(04/15)
EXCLUSION - LOSS OF USE OF ELECTRONIC DATA	07-02-2503	(04/15)

CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Cancellation And Nonrenewal

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT.

If this policy:

- does not contain a condition titled Cancellation, then the following condition is added:
- contains a condition titled Cancellation, then it is deleted and replaced by the following:

CANCELLATION

- A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

- B. 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
2. If this policy has been in effect for less than 60 days, the Company may cancel this policy for any reason subject to the following:
- a. The Company may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:
- (1) 10 days before the effective date of cancellation if we cancel for:
- (a) Nonpayment of premium; or
- (b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:
- (i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be

**Endorsement
Cancellation And
Nonrenewal**
(continued)

considered a 'moral hazard'; and

- (ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

- (2) 30 days before the effective date of cancellation if the Company cancels for any other reason.

- b. In the notice of cancellation which is sent to the first Named Insured, the Company will state the reason for cancellation.

- 3. The Company will mail or deliver the Company's notice to the first Named Insured's last mailing address known to the Company.
- 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, the Company will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if the Company has not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 7. If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all insureds. Notice of cancellation by the Company to such first Named Insured will be deemed notice to all insureds, and payment of any return premium to such first Named Insured will be for the account of all interests.

C. Cancellation Of Policies In Effect For 60 Days Or More

- 1. If this policy has been in effect for 60 days or more, or is a renewal of a policy the Company issued, the Company may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
 - c. Material misrepresentation or nondisclosure to the Company of a material fact at the time of acceptance of the risk;
 - d. Increased hazard or material change in the risk assumed which the Company could not have reasonably contemplated at the time of assumption of the risk;
 - e. Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - f. Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
 - g. Fraudulent acts against the Company by the insured or its representative that materially affect the nature of the risk insured;
 - h. Loss of or reduction in available insurance capacity;
 - i. Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Effective Date JANUARY 1, 2021

Policy Number 9364-13-55

j. Loss of or substantial changes in applicable reinsurance;

Endorsement Cancellation And Nonrenewal (continued)

k. Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

l. Failure by the insured to provide reasonable and necessary underwriting information to the Company upon written request therefor and a reasonable opportunity to respond;

m. Agency termination, provided:

(1) The Company documents that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and the Company has informed the first Named Insured, in writing, of the right to continue coverage with the Company; or

(2) The Company has informed the first Named Insured, in writing, of the right to continue coverage with the Company and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

n. Any other reasons in accordance with the Company's underwriting guidelines for cancellation of commercial lines coverage.

2. If the Company cancels this policy based on subparagraphs C.1.(a) or C.1.(b) above, the Company will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If the Company cancels this policy for any other reason listed above, the Company will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

3. In the notice of cancellation which is sent to the first Named Insured, the Company will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

4. Notice will be sent to the last mailing addresses known to the Company by:

(1) Certified mail; or

(2) First class mail, if the Company has obtained from the post office a date stamped proof of mailing showing names and addresses.

5. The Company need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

**Endorsement
Cancellation And
Nonrenewal**

(continued)

The following condition is added to this policy:

NONRENEWAL

1. The Company may elect not to renew this policy for any reason permitted to cancel it. If the Company elects not to renew this policy, the Company will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named Insured at the last mailing address known to the Company by:
 - a. Certified mail; or
 - b. First class mail, if the Company has obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. The Company need not mail or deliver this notice if the insured has:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

All other terms and conditions remain unchanged.

Authorized Representative

Date February 23, 2021



CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Compliance With Applicable Trade Sanctions

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT.

The following condition is added to this policy:

Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

Authorized Representative

Date February 23, 2021



CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Pollution Exclusion - Hostile Fire

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT

The following exclusion is added to this policy:

This insurance does not apply to

1. any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**; however, this does not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**:
 - a. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or
 - b. at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations.
2. any loss, cost or expense arising out of any:
 - a. request, demand or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - b. claim or suit by or on behalf of any governmental authority or others 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**.

As used in this exclusion:

1. **hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

Endorsement
Pollution Exclusion -
Hostile Fire
(continued)

2. **pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative

Date February 23, 2021



CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

TERM OF INSURANCE

TERM OF INSURANCE ENDORSEMENT

It is agreed that those members designated in the monthly bordereau titled Chubb Monthly Report 25 Excess of 25 and Chubb 25 million Excess Amendment submitted by Jacobson, Goldfarb & Scott Insurance to us are provided with twelve (12) months of insurance regardless of the expiration date of this policy and starting from the individual effective date shown for each member indicated on said bordereau.

However, an individual member's term of coverage as indicated in the preceding paragraph will be reduced should such member be deleted from coverage as indicated by any bordereau submitted by Jacobson, Goldfarb & Scott Insurance to us.

All Other Terms And Conditions Remain Unchanged

Authorized Representative

Date February 23, 2021



Endorsement

<i>Policy Period</i>	JANUARY 1, 2021 To JANUARY 1, 2023
<i>Effective Date</i>	JANUARY 1, 2021
<i>Policy Number</i>	9364-13-55
<i>Insured</i>	PREFERRED PROPERTY PROGRAM INC PREFERRED PROPERTY RISK PURCHASING GROUP INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	February 23, 2021

**RISK PURCHASING
GROUP****THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT**

The following provisions are added to this policy:

Throughout this endorsement the words "you" and "your" refer to the named **insured** shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in **bold** print in this endorsement have special meanings and are defined in the Definitions provision of this endorsement.

The use of the words "damages," "loss," "cost" or "expense" in this endorsement does not expand any coverage under this contract.

A new section titled Risk Purchasing Group is added to the end of this contract.

Risk Purchasing Group**Coverage**

Coverage afforded under this insurance applies only to damages, loss, cost or expense to which this insurance applies arising out of the similar or related business or activities that form the basis of the Risk Purchasing Group (PG) indicated in the Schedule. This insurance applies to the PG, as the first named **insured**, but only:

- for the benefit of its members; and
- if the PG is in compliance with any applicable laws or regulations.

Who Is An Insured

The following persons or organizations qualify as **insureds**:

- a. the Named **Insured** shown in the Declarations.

b. if you are a current, active member of the PG and qualify as an **insured** in Controlling Underlying Insurance, then you are a named **insured**, but only:

1. with respect to the similar or related business or activities that form the basis of the PG;
2. for the time period shown in the **certificate of insurance**, not to exceed a period of 12 months and subject to the policy period shown in the Declarations;
3. for the coverages shown in the **certificate of insurance**, subject to the terms and conditions of this insurance; and
4. for the amounts shown in the **certificate of insurance**, not to exceed, and subject to, the applicable Limits of Insurance shown in the Declarations;

However, no person or organization that is a member of a PG is an **insured** under this insurance unless (and only to the extent):

- i. the applicable premium has been paid;
- ii. the Company has received a bordereau report (or other agreed report format) for the person or organization upon information in the agreed upon time period;
- iii. the person or organization meets the membership criteria shown in the Schedule;
- iv. the person or organization has been issued a **certificate of insurance**.

c. other persons or organizations qualifying as an **insured** in Controlling Underlying Insurance, but not beyond the extent of any limitations imposed under any contract or agreement.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations apply separately to each policy period. The Limits Of Insurance shown in the applicable **certificate of insurance** apply separately to the time period shown in the **certificate of insurance**. The only Limits Of Insurance available to a member of the PG are the Limits Of Insurance shown in the applicable **certificate of insurance**, not to exceed, and subject to, the applicable Limits of Insurance shown in the Declarations.

Conditions

Audit Of Books And Records-

We may inspect and audit your, or any of your authorized representatives, books and records as they relate to this insurance at any time during this policy and up to seven years afterwards. You and your authorized representative agree to fully cooperate with such inspection and audit.

Prohibition Against Marketing-

The PG, or any person or organization on behalf of the PG, is prohibited from including any reference to the Company or this insurance in any advertising, sales, literature or marketing materials without obtaining the prior, written approval of the Company.

Separation of Insureds-

Except with respect to:

CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Effective Date JANUARY 1, 2021

Policy Number 9364-13-55

- the Limits Of Insurance for all **insureds** other than members of the PG that are named **insured** under this insurance; and
- any rights or duties specifically assigned in this insurance to the first named **insured**;

this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or suit is brought.

Definitions

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured provision of this endorsement.

Certificate of Insurance means a valid document that evidences insurance under this policy provided that such document:

- is in a form approved by the Company; and
- was issued prior to a loss under this insurance.

Schedule

Risk Purchasing Group (PG): Preferred Property Program II

Membership Criteria: Real Estate Risk Purchasing Group

All Other Terms And Conditions Remain Unchanged

Authorized Representative

Date February 23, 2021



CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Employment - Related Practices Exclusion

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT.

The following exclusion is added to this policy:

Employment-Related Practices

This insurance does not apply to any liability arising out of any damages sustained by:

1. any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
 - a. arrest, detention, or imprisonment;
 - b. breach of any express or implied covenant;
 - c. coercion, criticism, humiliation, prosecution or retaliation;
 - d. defamation or disparagement;
 - e. demotion, discipline, evaluation or reassignment;
 - f. discrimination, harassment or segregation;
 - g.
 1. eviction; or
 2. invasion or other violation of any right of occupancy;
 - h. failure or refusal to advance, compensate, employ or promote;
 - i. invasion or other violation of any right of privacy;
 - j. termination of employment; or
 - k. other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.

**Endorsement
Employment -
Related Practices
Exclusion**

(continued)

2. the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph 1. above, as a consequence thereof.

This exclusion applies:

1. whether the insured may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative

Date February 23, 2021



CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Named Insured

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT.

The Named Insured shown in the Declarations is completed to read as follows:

Preferred Property Program, Inc.,
Preferred Property Risk Purchasing Group Inc.
Preferred Property Purchasing Group NFP

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Date February 23, 2021



Named Insured

Form 07-02-1642 (Rev. 4/15) Endorsement

Page 1 of 1

Federal-AVMI_000031

CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Terrorism Provisions

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT.

A new section titled Terrorism Provisions is added to the end of this contract.

Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a calendar year; and
- we have met our insurer deductible under the **terrorism law**,

we will 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.

A new section titled Terrorism Definitions is added.

Terrorism Definitions

Certified act of terrorism means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
 - 1. within the **United States**; or
 - 2. outside of the **United States** in the case of:
 - a. an air carrier or vessel as described in the **terrorism law**; or
 - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
 - influence the policy or affect the conduct of the Government,
- of the **United States**.

Terrorism Definitions

(continued)

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism law means the Terrorism Risk Insurance Act of 2002 as amended.

United States means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

Date February 23, 2021



CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Information Laws, Including Unauthorized Or Unsolicited Communications Exclusion

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT.

The following exclusion is added:

Information Laws, Including Unauthorized Or Unsolicited Communications

This insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened violation of:

- the United States of America CAN-SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction; or
- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

All other terms and conditions remain unchanged.

Authorized Representative

Date February 23, 2021



CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Asbestos Exclusion

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT.

The following exclusion is added to this policy:

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any liability or loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

Endorsement Definitions

As used in this exclusion, **asbestos** means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative

Date February 23, 2021



CHUBB® CHUBB EXCESS LIABILITY INSURANCE - SL

Endorsement

Policy Period JANUARY 1, 2021 To JANUARY 1, 2023
Effective Date JANUARY 1, 2021
Policy Number 9364-13-55
Insured PREFERRED PROPERTY PROGRAM INC PREFERRED
PROPERTY RISK PURCHASING GROUP INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued February 23, 2021

Endorsement Loss Of Use Of Electronic Data Exclusion

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT.

The following exclusion is added to this policy:

This insurance does not apply to any liability or loss, cost or expense arising out of any:

- corruption of;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

This exclusion does not apply to:

- bodily injury; or
- physical injury to tangible property, including resulting loss of use of that property.

All other terms and conditions remain unchanged.

Authorized Representative

Date February 23, 2021



