

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I
Terrorism Premium (Certified Acts) \$ 15.00 Additional information, if any, concerning the terrorism premium: In accordance with the Terrorism Risk Insurance Act, we have offered you coverage for losses resulting from an act or acts of terrorism, as defined in the Act. You may accept or reject this offer. In the states of Illinois, Iowa and Wisconsin, a rejection of this offer still provides coverage for fire losses resulting from a certified act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from a certified act or acts of terrorism. Coverage for such fire loss will still be provided in your policy. In Arizona, a rejection of this offer still provides coverage for fire losses resulting from an act or acts of terrorism but only with respect to coverage on real property which is used predominantly for residential purposes and which consists of not more than four dwelling units. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from a certified act or acts of terrorism but only with respect to coverage on real property which is used predominantly for residential purposes and which consists of not more than four dwelling units. Coverage for such fire loss will still be provided in your policy. If you reject the offer described above for terrorism coverage, a premium is still due. To determine this premium charge, multiply the Terrorism Premium (Certified Acts) as described above, by .60. Example: \$10.00 x .60 = \$6.00
SCHEDULE - PART II
Federal share of terrorism losses 80%
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, 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.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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.



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

BUSINESSOWNERS POLICY

Deluxe Businessowners Program

THIS POLICY CONSISTS OF:

Businessowners Common Declarations

**Businessowners Coverage Form, Declaration Pages, and
Schedules**

Applicable Endorsements

**In Witness Whereof, Pekin Insurance Company has caused this policy to be signed by Its President and a
Secretary at Pekin, Illinois.**

Secretary

President



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

BUSINESSOWNERS COMMON POLICY DECLARATIONS
DELUXE BUSINESSOWNERS POLICY

Policy Number: 006462410

Agent: 12541-0D0
12541 INSUR-WEST, INC.

Named Insured And Mailing Address:
INN CONDOMINIUM ASSOCIATION
PO BOX 13
GARDEN CITY, UT 84028-0013

Policy Period: From: 11/25/2025 To: 11/25/2026 at 12:01 A.M
Standard Time at your mailing address shown above.

Form Of Business: Corporation

Business Description: CONDO

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Total Advance Premium: \$ 17,303.00

Audit Period: Annual

Premium Payment Plan: CL Monthly Pay Plan

These Declarations, together with the Schedules, additional Declarations, Coverage Form and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Countersigned by _____ **Authorized Representative** _____ **Date** _____
(where required by law)



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

**Businessowners Declarations
Described Premises Schedule**

Named Insured: INN CONDOMINIUM ASSOCIATION

Policy Number: 006462410

Premises No.	Building No.	Premises Location	Classification
1	1	970 N HARBOR VILLAGE EAST DR GARDEN CITY, Utah 84028-7704	69145- Condominiums - Residential Condominium (Association risk only)
2	1	815 N HARBOR DR GARDEN CITY, Utah 84028	69145- Condominiums - Residential Condominium (Association risk only)
2	2	815 N HARBOR DR GARDEN CITY, Utah 84028	69145- Condominiums - Residential Condominium (Association risk only)
3	1	866 N HARBOR VILLAGE EAST DR GARDEN CITY, Utah 84028-7872	69145- Condominiums - Residential Condominium (Association risk only)
4	1	929 N HARBOR VILLAGE EAST DR GARDEN CITY, Utah 84028-7704	69145- Condominiums - Residential Condominium (Association risk only)



PEKIN INSURANCE
 (A Stock Company)
 2505 Court Street, Pekin, Illinois 61558-0001

Businessowners Property Supplemental Declarations

Named Insured: INN CONDOMINIUM ASSOCIATION

Policy Number: 006462410

BUSINESSOWNERS PROPERTY

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or entry is made unless coverage is provided by an endorsement.

**Property
Coverage
Provided:**

Premises No.	Building No.	Coverage	Actual Cash Value Building Option (Yes Or No)	Automatic Increase Building Limit (Percentage)	Limit Of Insurance	Premium
1	1	Building	No	4%	See BP6055	\$10,817.00
1	1	Equipment Breakdown			Included	\$864.00
2	1	Building	No	4%	See BP6055	Included
2	1	Equipment Breakdown			Included	\$775.00
2	2	Building	No	4%	See BP6055	Included
2	2	Equipment Breakdown			Included	\$46.00
3	1	Building	No	4%	See BP6055	Included
3	1	Equipment Breakdown			Included	\$1,018.00
4	1	Building	No	4%	See BP6055	Included
4	1	Equipment Breakdown			Included	\$703.00
All	All	Terrorism Risk Insurance				\$10.00

Deductibles

Property Deductible Unless Otherwise Stated:	Wind Or Hail Percentage Deductible:	Optional Coverage Deductible:	Earthquake Deductible:
\$25000		\$500	



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

Businessowners Blanket Property Insurance Supplemental Declarations

Named Insured: INN CONDOMINIMUM ASSOCIATION

Policy Number: 006462410

BLANKET INSURANCE SCHEDULE

Premises No.	Type Of Property	Limit Of Insurance
1, 2, 3, 4	Building	\$ 15,485,465



Businessowners Optional Property Coverages Declarations

Named Insured: INN CONDOMINIMUM ASSOCIATION

Policy Number: 006462410

Premises No.	Building No.	Optional Property Coverages	Form Number	Limits Of Insurance	Premium
All	All	CyberOne - Computer Attack	BP6077	See BP6077	\$126.00
All	All	Data Compromise - Response Expense	BP6076	See BP6076	\$131.00
All	All	Identity Recovery	BP6078	See BP6078	Included
All	All	Deluxe Businessowners Property Enhancement Endorsement	BP6051	See BP6013	\$451.00



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

Deluxe Businessowners Property Enhancement Declarations

Named Insured: INN CONDOMINIMUM ASSOCIATION

Policy Number: 006462410

Your policy includes the Deluxe Businessowners Property Enhancement Endorsement. Additional Businessowners Property Coverages provided with the Deluxe Businessowners Property Enhancement Endorsement include:

Additional Property Coverages And Coverage Extensions	Deductible	Amount Included	Additional Amount Of Increase	Total Limit Of Insurance
Accounts Receivable	See Property Deductible	\$100,000 At Each Described Premises / \$25,000 Outside	\$0 At Each Described Premises	\$100,000 At Each Described Premises / \$25,000 Outside
Business Income From Dependent Properties	No Deductible	\$10,000	\$0	\$10,000
Business Personal Property Temporarily Off Premises While Not In Transit	See Property Deductible	\$25,000	N/A	\$25,000
Business Personal Property While In Transit Off Premises	See Property Deductible	\$25,000	N/A	\$25,000
Civil Authority	No Deductible	Actual Loss Sustained For Up To 4 Weeks	N/A	Actual Loss Sustained For Up To 4 Weeks
Debris Removal-Additional Coverage	See Property Deductible	\$25,000	N/A	\$25,000
Elimination Of Waiting Period For Business Income, Including Dependent Properties And Civil Authority	No Waiting Period	No Waiting Period	N/A	No Waiting Period
Employee Dishonesty	\$500	\$25,000	\$75,000	\$100,000
Extended Business Income	No Deductible	Included For Up To 90 Days	N/A	Included For Up To 90 Days
Fine Arts	See Property Deductible	\$25,000 Per Occurrence/ \$5,000 Any One Item	N/A	\$25,000 Per Occurrence/ \$5,000 Any One Item
Fire Department Service Charge (Not Available in Arizona)	No Deductible	\$15,000	N/A	\$15,000
Fire Extinguisher Protection System & Portable Fire Extinguisher Recharge	No Deductible	\$10,000	N/A	\$10,000

Additional Property Coverages And Coverage Extensions	Deductible	Amount Included	Additional Amount Of Increase	Total Limit Of Insurance
Forgery Or Alteration	\$500	\$25,000	\$75,000	\$100,000
Inventory Or Appraisal Expense	See Property Deductible	\$10,000	N/A	\$10,000
Lock Replacement	\$100	\$2,500	N/A	\$2,500
Money & Securities	\$500	\$15,000 Inside Each Described Premises/ \$15,000 Outside	\$0 Inside Each Described Premises/ \$0 Outside	\$15,000 Inside Each Described Premises/ \$15,000 Outside
Money Orders And Counterfeit Money	See Property Deductible	\$10,000	N/A	\$10,000
Newly Acquired Or Constructed Property-Building	See Property Deductible	\$1,000,000 (90 Days)	N/A	\$1,000,000 (90 Days)
Newly Acquired Or Constructed Property-Business Personal Property	See Property Deductible	\$500,000 (90 Days)	N/A	\$500,000 (90 Days)
Ordinance Or Law-Demolition Cost Of Undamaged Portion Of Building	See Property Deductible	\$25,000	N/A	\$25,000
Ordinance Or Law-Loss In Value Of Undamaged Portion Of Building	See Property Deductible	Included In Applicable Building Limit Of Insurance	N/A	Included In Applicable Building Limit Of Insurance
Ordinance Or Law-Increased Cost Of Construction For Damaged And Undamaged Portion Of Building	See Property Deductible	\$25,000	N/A	\$25,000
Outdoor Fence	See Property Deductible	\$10,000	\$0	\$10,000
Outdoor Signs-Attached To A Building	See Property Deductible	Included In Applicable Limit Of Insurance	N/A	Included In Applicable Limit Of Insurance
Outdoor Signs-Detached From A Building	\$500	\$10,000	\$0	\$10,000
Outdoor Radio And Television Antennas (Including Satellite Dishes) And Outdoor Trees, Shrubs Or Plants	See Property Deductible	\$10,000 Per Occurrence/ \$1,000 Per Tree, Shrub, Or Plant	\$0 Per Occurrence	\$10,000 Per Occurrence/ \$1,000 Per Tree, Shrub, Or Plant
Peak Season Increase (Business Personal Property)	See Property Deductible	Business Personal Property Limit Of Insurance Increased By 30%	N/A	Business Personal Property Limit Of Insurance Increased By 30%

Additional Property Coverages And Coverage Extensions	Deductible	Amount Included	Additional Amount Of Increase	Total Limit Of Insurance
Personal Effects Of Owners, Partners, Officers Or Employees	See Property Deductible	\$25,000	N/A	\$25,000
Pollutant Clean-Up And Removal	See Property Deductible	\$25,000	N/A	\$25,000
Premises Boundary	See Property Deductible	Increased To 1,000 Feet	N/A	1,000 Feet
Preservation Of Property	See Property Deductible	Included For Up To 60 Days	N/A	Included For Up To 60 Days
Rewards	No Deductible	\$10,000	N/A	\$10,000
Spoilage (Power Outage)	See Property Deductible	\$10,000	N/A	\$10,000
Utility Service-Time Element	24 Hour Waiting Period	\$25,000	N/A	\$25,000
Utility Service-Direct Damage	See Property Deductible	\$25,000	N/A	\$25,000
Valuable Papers And Records	See Property Deductible	\$100,000 At Each Described Premises/\$25,000 Outside	\$0 At Each Described Premises	\$100,000 At Each Described Premises/\$25,000 Outside
Water Back-Up Of Sewers Or Drains	See Property Deductible	\$25,000 Aggregate Per Location	N/A	\$25,000 Aggregate Per Location



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

Businessowners Property Forms And Endorsements Schedule

Named Insured: INN CONDOMINIUM ASSOCIATION

Policy Number: 006462410

Forms And Endorsements Made A Part Of This Policy:

Form Or Endorsement Number	Form Description
BP6150 1220	Disclosure Pursuant to Terrorism Risk Insurance Act
BP6009 0822	Businessowners Policy Deluxe Businessowners Program
BP6008 0413	Businessowners Common Policy Declarations Deluxe Businessowners Policy
BP6010 0413	Businessowners Declarations Described Premises Schedule
BP6011 0413	Businessowners Property Supplemental Declarations
BP6055 0413	Businessowners Blanket Property Insurance Supplemental Declarations
BP6024 0413	Businessowners Optional Property Coverages Declarations
BP6013 0413	Deluxe Businessowners Property Enhancement Declarations
BP6012 0413	Businessowners Property Forms and Endorsements Schedule
BPIN01 0110	Businessowners Coverage Form Index
BP0003 0110	Businessowners Coverage Form
BP0564 0115	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
BP6043 0713	Amendment of Policy Provisions
BP6205 1021	Utah Changes
BP6196 0321	Utah Changes - Deluxe Condominium Association Coverage
BP0501 0702	Calculation Of Premium
BP0523 0115	Cap on Losses From Certified Acts of Terrorism
BP6028 0613	Equipment Breakdown Coverage
BP6051 0813	Deluxe Businessowners Property Enhancement Endorsement
BP6076 0514	Data Compromise Coverage Response Expenses And Defense And Liability
BP6077 0724	CyberOne Coverage
BP6078 0514	Identity Recovery Coverage



PEKIN INSURANCE
(A Stock Company)
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**Businessowners Property Forms And Endorsements Schedule
(CONTINUED)**

Named Insured: INN CONDOMINIUM ASSOCIATION

Policy Number: 006462410

Forms And Endorsements Made A Part Of This Policy:

Form Or Endorsement Number	Form Description
BP1530 0919	Cannabis Property Exclusion
IL2025 0720	Actual Cash Value Endorsement
BP6195 1020	Cyber Incident Exclusion
BP1478 0713	Exclusion Of Loss Due To By-Products Of Production Or Processing Operations (Rental Properties)



PEKIN INSURANCE
 (A Stock Company)
 2505 Court Street, Pekin, Illinois 61558-0001

**Businessowners Liability and Medical Expenses
 Supplemental Declarations**

Named Insured: INN CONDOMINIUM ASSOCIATION

Policy Number: 006462410

BUSINESSOWNERS LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to paragraph D. in **SECTION II-Liability** of the **Businessowners Coverage Form** and any attached endorsements.

Coverage	Limits Of Insurance	
General Aggregate (Other Than Products/Completed Operations)	\$ 4,000,000	
Products/Completed Operations Aggregate	\$ 4,000,000	
Liability And Medical Expenses	\$ 2,000,000	Per Occurrence
Medical Expenses Sub Limit	\$ 5,000	Per Person
Damage To Premises Rented To You Sub Limit	\$ 100,000	Any One Premises*

* Subject to applicable General Aggregate (Other Than Products/Completed Operations) Limit or Products/Completed Operations Aggregate Limit

DEDUCTIBLE: \$ 0 (per claim) property damage deductible applies to this coverage form unless a separate deductible applies by endorsement.

Total Advance Liability Premium: \$ 2,341.00

The premium shown above as **Total Advance Liability Premium** is a deposit premium only. The final earned premium for the period of time insurance coverage is provided by this policy will be determined by us at the close of each audit period. See item **J. Premium Audit** in **SECTION III - Common Policy Conditions** of the **Businessowners Coverage Form, BP0003**, for a complete explanation.

Premises No.	Building No.	Classification	Class Code	Premium Basis (S) = Sales (P) = Payroll (EE) = Employees (LOI) = Limit Of Insurance	Rate	Advance Premium
1	1	Condominiums - Residential Condominium (Association risk only)	69145	\$ 3,927,713 (LOI)	0.0107	\$ 421.00
2	1	Condominiums - Residential Condominium (Association risk only)	69145	\$ 3,523,960 (LOI)	0.0107	\$ 378.00
2	2	Condominiums - Residential Condominium (Association risk only)	69145	\$ 208,000 (LOI)	0.0107	\$ 22.00
3	1	Condominiums - Residential Condominium (Association risk only)	69145	\$ 4,628,936 (LOI)	0.0107	\$ 497.00
4	1	Condominiums - Residential Condominium (Association risk only)	69145	\$ 3,196,856 (LOI)	0.0107	\$ 343.00



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

**Businessowners Liability and Medical Expenses
Supplemental Declarations
(CONTINUED)**

Named Insured: INN CONDOMINIMUM ASSOCIATION

Policy Number: 006462410

			Premium Basis			
			(S) = Sales			
			(P) = Payroll			
			(EE) = Employees			
			(LOI) = Limit Of			
Premises	Building	Classification	Class	Insurance	Rate	Advance
No.	No.		Code			Premium
ALL	ALL	Terrorism Risk Insurance				\$ 5.00



Businessowners Optional Liability Coverages Declarations

Named Insured: INN CONDOMINIMUM ASSOCIATION

Policy Number: 006462410

Premises No.	Optional Liability Coverages	Form Number	Advance Premium
All	Personal Injury Protection (PIP)	BP6202	\$ 21.00
All	Condominiums, Co-Ops, Associations - Directors And Officers Liability	BP1724	\$ 351.00
All	CyberOne - Network Security Liability	BP6077	\$ 186.00
All	Data Compromise - Defense and Liability	BP6076	Included
All	Deluxe Businessowners Liability Enhancement	BP6052	Included
All	Hired Auto and Non-Owned Auto Liability	BP0404	\$ 138.00



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

Deluxe Businessowners Liability Enhancement Declarations

Named Insured: INN CONDOMINIUM ASSOCIATION

Policy Number: 006462410

Your policy includes the Deluxe Businessowners Liability Enhancement Endorsement. Additional Businessowners Liability Coverages provided with the Deluxe Businessowners Liability Enhancement Endorsement include:

<u>Coverage</u>	<u>Limit Of Insurance</u>
Voluntary Property Damage	\$2,500 Per Occurrence/ \$5,000 Per Policy Period
Automatic Additional Insured Status For Lessor Of Leased Equipment When Required In A Written Contract	Up To Your Policy Limit
Automatic Additional Insured Status For State Or Governmental Agency Or Political Subdivision-Permits Issued In Connection With The Named Insured's Premises When Required In A Written Contract Or Agreement	Up To Your Policy Limit
Automatic Additional Insured Status For Managers Or Lessors Of Premises When Required In A Written Contract	Up To Your Policy Limit
Supplementary Payments For Cost Of Bail Bonds	Up To \$3,000
Supplemental Payments For Loss Of Earnings For Time Off Work To Assist Us In Investigation Or Defense Of A Claim	Up To \$350 A Day
Newly Formed Or Acquired Organizations (180 Days)	Up To Your Policy Limit
Knowledge Of An Occurrence Or Suit-Broadened Notice Requirement	Up To Your Policy Limit
Broadened Definition Of Bodily Injury	Up To Your Policy Limit



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

Businessowners Liability Forms And Endorsements Schedule

Named Insured: INN CONDOMINIUM ASSOCIATION

Policy Number: 006462410

Forms And Endorsements Made A Part Of This Policy:

Form Or Endorsement Number	Form Description
BP6009 0822	Businessowners Policy Deluxe Businessowners Program
BP6008 0413	Businessowners Common Policy Declarations Deluxe Businessowners Policy
BP6014 0822	Businessowners Liability and Medical Expenses Supplemental Declarations
BP6023 0413	Businessowners Optional Liability Coverages Declarations
BP6016 0413	Deluxe Businessowners Liability Enhancement Declarations
BP6015 0413	Businessowners Liability Forms and Endorsements Schedule
BPIN01 0110	Businessowners Coverage Form Index
BP0003 0110	Businessowners Coverage Form
BP0564 0115	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
BP6043 0713	Amendment of Policy Provisions
BP6176 1018	Exclusion - Tobacco and Tobacco - Related Products
BP6205 1021	Utah Changes
BP6196 0321	Utah Changes - Deluxe Condominium Association Coverage
BP6076 0514	Data Compromise Coverage Response Expenses And Defense And Liability
BP6077 0724	CyberOne Coverage
BP0404 0110	Hired Auto And Non-Owned Auto Liability
BP0412 0417	Limitation Of Coverage To Designated Premises Or Project Or Operation
BP0417 0110	Employment-Related Practices Exclusion
BP0439 0702	Abuse Or Molestation Exclusion
BP0517 0106	Exclusion - Silica Or Silica-Related Dust
BP0538 0115	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism
BP0542 0115	Exclusion of Punitive Damages Related to a Certified Act of Terrorism



PEKIN INSURANCE
(A Stock Company)
2505 Court Street, Pekin, Illinois 61558-0001

**Businessowners Liability Forms And Endorsements Schedule
(CONTINUED)**

Named Insured: INN CONDOMINIMUM ASSOCIATION

Policy Number: 006462410

Forms And Endorsements Made A Part Of This Policy:

Form Or Endorsement Number	Form Description
BP1005 0702	Exclusion - Year 2000 Computer-Related And Other Electronic Problems
BP1408 0110	Exclusion - Exterior Insulation And Finish Systems
BP6208 0322	Exclusion-Access or Disclosure of Confidential or Personal Information and Data-Related Liability-Limited Bodily Injury Exception Not Included
BP1724 0110	Condominiums, Co-Ops, Associations - Directors and Officers Liability Endorsement
BP6005 0313	Exclusion-Lead Liability
BP6007 0313	Exclusion-Asbestos
BP6027 0613	Underground Storage Tank Pollution Exclusion
BP6034 0713	Fungi or Bacteria Exclusion(Liability)
BP6035 0713	Coordination of Coverage
BP6036 0713	Premium Audit Changes
BP6037 0713	Exclusion - Punitive Damages
BP6052 0813	Deluxe Businessowners Liability Enhancement Endorsement
BP6079 0115	Exclusion-Release At or From Wells/Hydraulic Fracturing
BP6162 0215	Exclusion-Unmanned Aircraft
BP1532 1220	Cannabis Liability Exclusion
BP1486 0713	Communicable Disease Exclusion
BP6202 0821	Utah Personal Injury Protection
BP1591 1223	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
BP6247 1223	Cyber Incident Liability Exclusion
BP6248 1223	Exclusion - Violation Of Law Addressing Data Privacy



UTAH INSURANCE CARD
PEKIN INSURANCE COMPANY
2505 COURT STREET, PEKIN, ILLINOIS 61558-0001
NAIC #: 24228 Commercial Policy ☒
Personal Policy ☐

INSURED		INN CONDOMINIMUM ASSOCIATION	
POLICY NUMBER		EFFECTIVE DATE	EXPIRATION DATE
006462410		11/25/2025	11/25/2026
UNIT	YEAR/MAKE/MODEL/VEHICLE IDENTIFICATION		
	NON-OWNED AUTO LIABILITY COVERAGE		
AGENT	INSUR-WEST, INC. 801-451-8300		

4220UT (05-21)

KEEP THIS CARD IN YOUR VEHICLE
WWW.PEKININSURANCE.COM



UTAH INSURANCE CARD
PEKIN INSURANCE COMPANY
2505 COURT STREET, PEKIN, ILLINOIS 61558-0001
NAIC #: 24228 Commercial Policy ☒
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4220UT (05-21)

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UTAH INSURANCE CARD
PEKIN INSURANCE COMPANY
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4220UT (05-21)

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UTAH INSURANCE CARD
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AGENT	INSUR-WEST, INC. 801-451-8300		

4220UT (05-21)

KEEP THIS CARD IN YOUR VEHICLE
WWW.PEKININSURANCE.COM

WARNING: UNDER CERTAIN CIRCUMSTANCES YOUR INSURANCE MAY NOT COVER OTHER PERSONS DRIVING YOUR VEHICLE AND/OR YOUR INSURANCE MAY NOT COVER YOU WHEN DRIVING ANOTHER OWNER'S VEHICLE. PLEASE CHECK YOUR POLICY.

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

IN CASE OF ACCIDENT

1. Write down names, addresses, telephone numbers and auto licenses of all persons involved and all possible witnesses.
2. Do not admit fault, give statements nor discuss the accident with anyone other than police authorities or our representatives.
3. Report accidents and/or claims to 888-PEKIN-11 (888-735-4611).

KEEP THIS CARD IN YOUR VEHICLE

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KEEP THIS CARD IN YOUR VEHICLE

WARNING: UNDER CERTAIN CIRCUMSTANCES YOUR INSURANCE MAY NOT COVER OTHER PERSONS DRIVING YOUR VEHICLE AND/OR YOUR INSURANCE MAY NOT COVER YOU WHEN DRIVING ANOTHER OWNER'S VEHICLE. PLEASE CHECK YOUR POLICY.

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

IN CASE OF ACCIDENT

1. Write down names, addresses, telephone numbers and auto licenses of all persons involved and all possible witnesses.
2. Do not admit fault, give statements nor discuss the accident with anyone other than police authorities or our representatives.
3. Report accidents and/or claims to 888-PEKIN-11 (888-735-4611).

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CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **B.2.**) applies to property located in the following state(s):

Empty box for listing states

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

A. Section I – Property and Section II – Liability are amended as follows:

1. Applicability Of The Provisions Of This Endorsement

a. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

(1) The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form; or

(2) A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(a) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(b) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

- (c) **Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.**
 - b. **If the provisions of this endorsement become applicable, such provisions:**
 - (1) **Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or injury or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and**
 - (2) **Remain applicable unless we notify you of changes in these provisions, in response to federal law.**
 - c. **If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.**
2. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.
- "Terrorism" means activities against persons, organizations or property of any nature:
- a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:

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

B. Section I – Property is amended as follows:

- 1. The following exclusion is added:

EXCLUSION OF TERRORISM

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

- a. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- e. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or

occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **1.e.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

2. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverages or endorsements that apply to those coverages.

3. Application Of Other Exclusions

When the Exclusion Of Terrorism applies in accordance with the terms of Paragraph **1.a.** or **1.b.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.

C. Section II – Liability is amended as follows:

1. The following definition is added and applies under this endorsement wherever the phrase any injury or damage, is enclosed in quotation marks:

"Any injury or damage" means any injury or damage covered under this Coverage Form or any applicable endorsement, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury", as may be defined under this Coverage Form or any applicable endorsement.

2. The following exclusion is added:

EXCLUSION OF TERRORISM

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

- a. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- e. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism

exclusions; or

- f. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
- (1) Physical injury that involves a substantial risk of death; or
 - (2) Protracted and obvious physical disfigurement; or
 - (3) Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **2.e.** or **2.f.** are exceeded.

With respect to this Exclusion, Paragraphs **2.e.** and **2.f.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

D. The following provision is added to Section I - Property and Section II - Liability:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA COMPROMISE COVERAGE RESPONSE EXPENSES AND DEFENSE AND LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Coverage under this endorsement is subject to the following SCHEDULE:

SECTION 1 - RESPONSE EXPENSES	
Data Compromise	
Response Expenses Limit:	\$ 50,000 Annual Aggregate
Sublimits	
Named Malware (Sec. 1)	\$ 50,000
Forensic IT Review:	\$ 5,000
Legal Review:	\$ 5,000
PR Services:	\$ 5,000
	Any one "Personal Data Compromise"
Response Expenses Deductible:	\$ 500
	Any one "Personal Data Compromise"
SECTION 2 - DEFENSE AND LIABILITY	
Data Compromise	
Defense and Liability Limit:	\$ 50,000 Annual Aggregate
Sublimits	
Named Malware (Sec. 2)	\$ 50,000
	Any one "Personal Data Compromise"
Defense and Liability Deductible:	\$ 500
	Each "Data Compromise Suit"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph **A.5. Additional Coverages** of **SECTION I - Property**:

SECTION 1 - RESPONSE EXPENSES

DATA COMPROMISE COVERED CAUSE OF LOSS

Coverage under this Data Compromise Coverage endorsement applies only if all of the following conditions are met:

1. There has been a "personal data compromise"; and

2. Such "personal data compromise" is first discovered by you during the policy period for which this Data Compromise Coverage endorsement is applicable; and
3. Such "personal data compromise" is reported to us within 60 days after the date it is first discovered by you.

COVERAGE - SECTION 1

If the three conditions listed above in DATA COMPROMISE - COVERED CAUSE OF LOSS have been met, then we will provide coverage for the following expenses when they arise directly from the covered cause of loss and are necessary and reasonable. Coverages **4** and **5** apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under coverage **3**.

1. Forensic IT Review

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with PCI or other industry security standards; or
- c. The nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

2. Legal Review

Professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

3. Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

4. Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to "affected individuals".

- a. The following services apply to any "personal data compromise".

1) Informational Materials

A packet of loss prevention and customer support information.

2) Help Line

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in **b. 1) and 2).**

- b. The following additional services apply to "personal data compromise" events involving "personally identifying information".

1) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

2) Identity Restoration Case Management

As respects to any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

5. PR Services

Professional public relations firm review of and response to the potential impact of the "personal data compromise" on your business relationships.

This includes costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for promotions:

- a. Provided to any of your directors or employees; or
- b. Costing more than \$25 per "affected individual".

LIMITS - SECTION 1

The most we will pay under Response Expenses coverage is the Data Compromise Response Expenses Limit indicated for this endorsement.

The Data Compromise Response Expenses Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under **Section 1** arising out of all "personal data compromise" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "personal data compromise" events discovered by you during that period.

A "personal data compromise" may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "personal data compromise" will be subject to the Data Compromise Response Expenses Limit applicable to the policy period when the "personal data compromise" was first discovered by you.

The most we will pay under Response Expenses coverage for loss arising from any "malware-related compromise" is the Named Malware (**Sec. 1**) sublimit indicated for this endorsement. For the purpose of the Named Malware (**Sec. 1**) sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise".

The most we will pay under Forensic IT Review, Legal Review and PR Services coverages for loss arising from any one "personal data compromise" is the applicable sublimit for each of those coverages indicated for this endorsement. These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Limit. PR Services coverage is also subject to a limit per "affected individual" as described in 5. PR Services.

Coverage for Services to "affected individuals" is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

DEDUCTIBLE - SECTION 1

Response Expenses coverage is subject to the Response Expenses Deductible indicated for this endorsement. You shall be responsible for such deductible amount as respects to each "personal data compromise" covered under this endorsement.

The following is added to Paragraph **A. Coverages** of **Section II - Liability**:

SECTION 2 - DEFENSE AND LIABILITY

DEFENSE AND LIABILITY COVERED CAUSE OF LOSS

Coverage under this Data Compromise Coverage endorsement applies only if all three of the conditions in DATA COMPROMISE - COVERED CAUSE OF LOSS are met.

Only with regard to **Section 2 - Defense and Liability** coverage, the following conditions must also be met:

1. You have provided notifications and services to "affected individuals" in consultation with us pursuant to Response Expenses coverage; and
2. You receive notice of a "data compromise suit" brought by one or more "affected individuals" or by a governmental entity on behalf of one or more "affected individuals"; and

3. Notice of such "data compromise suit" is received by you within two years of the date that the "affected individuals" are notified of the "personal data compromise"; and
4. Such "data compromise suit" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

COVERAGE - SECTION 2

If all of the conditions listed above in DEFENSE AND LIABILITY - COVERED CAUSE OF LOSS have been met, then we will provide coverage for "data compromise defense costs" and "data compromise liability" directly arising from the covered cause of loss.

LIMITS - SECTION 2

The most we will pay under Defense and Liability coverage (other than post-judgment interest) is the Data Compromise Defense and Liability Limit indicated for this endorsement.

The Data Compromise Defense and Liability Limit is an annual aggregate limit. This amount is the most we will pay for all loss covered under **Section 2** (other than post-judgment interest) arising out of all "personal data compromise" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "personal data compromise" events discovered by you during that period.

A "personal data compromise" may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "personal data compromise" (other than post-judgment interest) will be subject to the Data Compromise Defense and Liability Limit applicable to the policy period when the "personal data compromise" was first discovered by you.

The most we will pay under Defense and Liability coverage for loss arising from any "malware-related compromise" is the Named Malware (**Sec. 2**) sublimit indicated for this endorsement. For the purpose of the Named Malware (**Sec. 2**) sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not in addition to, the Defense and Liability Limit.

DEDUCTIBLE - SECTION 2

Defense and Liability coverage is subject to the Defense and Liability Deductible indicated for this endorsement. You shall be responsible for such deductible amount as respects to each "data compromise suit" covered under this endorsement.

EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs arising from the following:

1. Your intentional or willful complicity in a "personal data compromise".
2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
3. Any "personal data compromise" occurring prior to the first inception of this Data Compromise Coverage endorsement or any coverage substantially similar to that described in this endorsement.
4. Costs to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a "personal data compromise".
5. Any fines or penalties. This includes, but is not limited to, fees or surcharges from affected financial institutions.
6. Any criminal investigations or proceedings.
7. Any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
8. Any "personal data compromise" involving data that is being transmitted electronically, unless such data is encrypted to protect the security of the transmission.
9. Your reckless disregard for the security of "personally identifying information" or "personally sensitive information" in your care, custody or control.
10. That part of any "data compromise suit" seeking any non-monetary relief.

ADDITIONAL CONDITIONS

The following Additional Conditions apply to all coverages under this endorsement.

A. Data Compromise Liability Defense

1. We shall have the right and the duty to assume the defense of any applicable "data compromise suit" against you. You shall give us such information and cooperation as we may reasonably require.

2. You shall not admit liability for or settle any "data compromise suit" or incur any defense costs without our prior written consent.
3. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "data compromise suit" independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
4. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any "data compromise suit", after the Data Compromise Defense and Liability Limit has been exhausted.
5. We shall pay all interest on that amount of any judgment within the Data Compromise Defense and Liability Limit which accrues:
 - a. after entry of judgment; and
 - b. before we pay, offer to pay or deposit in court that part of the judgment within the Data Compromise Defense and Liability Limit or, in any case, before we pay or offer to pay the entire Data Compromise Defense and Liability Limit.

These interest payments shall be in addition to and not part of the Data Compromise Defense and Liability Limit.

B. Duties in the Event of a "Data Compromise Suit"

1. If a "data compromise suit" is brought against you, you must:
 - a. Immediately record the specifics of the "data compromise suit" and the date received; and
 - b. Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "data compromise suit" is first received by you.
 - c. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "data compromise suit";
 - d. Authorize us to obtain records and other information;

- e. Cooperate with us in the investigation, settlement or defense of the "data compromise suit";
 - f. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
 - g. Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "data compromise suit".
2. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
 3. If you become aware of a claim or complaint that may become a "data compromise suit", you shall promptly inform us of such claim or complaint.

C. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

1. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
2. Providing and maintaining appropriate computer and Internet security;
3. Maintaining and updating at appropriate intervals backups of computer data;
4. Protecting transactions, such as processing credit card, debit card and check payments; and
5. Appropriate disposal of files containing "personally identifying information" or "personally sensitive information", including shredding hard copy files and destroying physical media used to store electronic data.

D. Legal Advice

We are not your legal advisor. Our determination of what is or is not covered under this Data Compromise Coverage endorsement does not represent advice or counsel from us about what you should or should not do.

E. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under this Data Compromise Coverage for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition **F. Service Providers**. You must provide the following at our pre-notification consultation with you:

1. The exact list of "affected individuals" to be notified, including contact information.
2. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
3. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Response Expenses Limit.

F. Service Providers

1. We will only pay under this Data Compromise Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Data Compromise Coverage. We will not unreasonably withhold such approval.
2. Prior to the Pre-Notification Consultation described in Additional Condition **E.** above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
 - a. Such alternate service provider must be approved by us;
 - b. Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and

- c. Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

G. Services

The following conditions apply as respects to any services provided to you or any "affected individual" by us, our designees or any service firm paid for in whole or in part under this Data Compromise coverage:

1. The effectiveness of such services depends on your cooperation and assistance.
2. All services may not be available or applicable to all individuals. For example, "affected individuals" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
4. You will have a direct relationship with the professional service firms paid for in whole or in part under this coverage. Those firms work for you.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Affected Individual" means any person who is your current, former or prospective customer, client, member, owner, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this endorsement. This definition is subject to the following provisions:
 - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
 - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:

- 1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
- 2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
- 3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy.

- c. An "affected individual" may reside anywhere in the world.

2. "Data Compromise Defense Costs" means expenses resulting solely from the investigation, defense and appeal of any "data compromise suit" against you. Such expenses must be reasonable and necessary. They will be incurred by us. They do not include your salaries or your loss of earnings. They do include premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond.
3. "Data Compromise Liability"
 - a. "Data compromise liability" means the following, when they arise from a "data compromise suit":
 - 1) Damages, judgments or settlements to "affected individuals";

- 2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
 - 3) Pre-judgment interest on that part of any judgment paid by us.
- b. "Data compromise liability" does not mean:
- 1) Damages, judgments or settlements to anyone who is not an "affected individual";
 - 2) Civil or criminal fines or penalties imposed by law;
 - 3) Punitive or exemplary damages;
 - 4) The multiplied portion of multiplied damages;
 - 5) Taxes; or
 - 6) Matters which may be deemed uninsurable under the applicable law.
4. "Data Compromise Suit"
- a. "Data Compromise Suit" means a civil proceeding in which damages to one or more "affected individuals" arising from a "personal data compromise" or the violation of a governmental statute or regulation are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. "Data compromise suit" includes:
- 1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
 - 2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or
 - 3) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
- b. "Data Compromise Suit" does not mean any demand or action brought by or on behalf of someone who is:
- 1) Your director or officer;
 - 2) Your owner or part-owner; or
 - 3) A holder of your securities;
- in their capacity as such, whether directly, derivatively, or by class action. "Data compromise suit" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual".
- c. "Data compromise suit" does not mean any demand or action brought by or on behalf of an organization, business, institution or any other party that is not an "affected individual" or governmental entity.
5. "Identity Theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- "Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
6. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.
7. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects to one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
- a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
- 1) You; or

- 2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
 - b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, subject to the following provisions:
 - 1) The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and
 - 2) Such disposal or abandonment must take place during the time period for which this Data Compromise Coverage endorsement is effective.
 - c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
 - d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".
- 8. "Personally Identifying Information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual". This includes, but is not limited to, Social Security numbers or account numbers.

"Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.
 - 9. "Personally Sensitive Information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

"Personally sensitive information" does not mean or include "personally identifying information".

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBERONE COVERAGE

COMPUTER ATTACK AND NETWORK SECURITY LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Coverage under this endorsement is subject to the following SCHEDULE:

SECTION 1 - COMPUTER ATTACK	
Computer Attack Limit	\$ 100,000 Annual Aggregate
Sublimits	
Data Re-creation	\$ 5,000
Loss of Business	\$ 10,000
Public Relations	\$ 5,000 Per Occurrence
Computer Attack Deductible	\$ 10,000 Per Occurrence
SECTION 2 - NETWORK SECURITY LIABILITY	
Network Security Liability Limit	\$ 100,000 Annual Aggregate
Network Security Liability Deductible	\$ 10,000 Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph **A.5. Additional Coverages** of **SECTION I - Property**:

SECTION 1 - COMPUTER ATTACK

SECTION 1 - COVERED CAUSE OF LOSS

This Computer Attack coverage applies only if all of the following conditions are met:

1. There has been a "computer attack"; and
2. Such "computer attack" is first discovered by you during the policy period for which this endorsement is applicable; and
3. Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

SECTION 1 - COVERAGES PROVIDED

If all three of the conditions listed above in SECTION 1 - COVERED CAUSE OF LOSS have been met, then we will provide you the following coverages for loss directly arising from such "computer attack".

1. Data Restoration

We will pay your necessary and reasonable "data restoration costs".

2. Data Re-creation

We will pay your necessary and reasonable "data re-creation costs".

3. System Restoration

We will pay your necessary and reasonable "system restoration costs".

4. Loss of Business

We will pay your actual "business income loss" and your necessary and reasonable "extra expenses".

5. Public Relations

If you suffer a covered "business income loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

SECTION 1 - LIMITS

The most we will pay under Computer Attack coverage is the Computer Attack Limit indicated for this endorsement. If no limit is shown or is shown as Excluded on the SCHEDULE at the top of this endorsement, then the Computer Attack coverage will be considered to have a limit of \$0.

The most we will pay under Data Re-creation coverage for loss (including "business income loss" and "extra expense" related to data re-creation activities) arising from any one "computer attack" is the Data Re-creation Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Computer Attack Limit.

The most we will pay under Loss of Business coverage for loss arising from any one "computer attack" is the Loss of Business Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Computer Attack Limit.

The most we will pay under Public Relations coverage for loss arising from any one "computer attack" is the Public Relations Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Computer Attack Limit.

The Computer Attack Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 1 arising out of all "computer attack" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "computer attack" events occurring during that period.

A "computer attack" may be first discovered by you in one policy period but it may cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "computer attack" will be subject to the Computer Attack Limit applicable to the policy period when the "computer attack" was first discovered by you.

SECTION 1 - DEDUCTIBLE

The Computer Attack coverage is subject to the Computer Attack Deductible indicated in the SCHEDULE for this endorsement. You shall be responsible for the applicable deductible amount as respects to loss arising from each "computer attack" covered under this endorsement.

The following is added to Paragraph **A. Coverages of Section II - Liability**:

SECTION 2 - NETWORK SECURITY LIABILITY

SECTION 2 - COVERED CAUSE OF LOSS

This Network Security Liability coverage applies only if all of the following conditions are met:

1. You first receive notice of a "network security liability suit" during the policy period for which this endorsement is applicable or any Extended Reporting Periods; and
2. Such "network security liability suit" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

SECTION 2 - COVERAGES PROVIDED

If both of the conditions listed above in **SECTION 2 - COVERED CAUSE OF LOSS** have been met, then we will provide you the following coverages for loss directly arising from such "network security liability suit".

1. Defense

We will pay your necessary and reasonable "network security liability defense costs".

2. Settlement Costs

We will pay your necessary and reasonable "network security liability settlement costs".

SECTION 2 - LIMITS

Except for post-judgment interest, the most we will pay under Network Security Liability coverage is the Network Security Liability Limit indicated for this endorsement. If no limit is shown or is shown as Excluded on the SCHEDULE at the top of this endorsement, then the Network Security Liability coverage will be considered to have a limit of \$0.

The Network Security Liability Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 2 (other than post-judgment interest) arising out of all "network security liability suits" of which you first receive notice during the present annual policy period or any Extended Reporting Periods. This limit applies regardless of the number of "network security liability suits" of which you first receive notice during that period.

You may first receive notice of a "network security liability suit" in one policy period but it may cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "network security liability suit" (other than post-judgment interest) will be subject to the Network Security Liability Limit applicable to the policy period when notice of the "network security liability suit" was first received by you.

The Network Security Liability Limit for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to, the Network Security Liability Limit for the immediately preceding policy period.

SECTION 2 - DEDUCTIBLE

The Network Security Liability coverage is subject to the Network Security Liability Deductible indicated in the SCHEDULE for this endorsement. You shall be responsible for the applicable deductible amount as respects to loss arising from each "network security liability suit" covered under this endorsement.

EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO ALL SECTIONS

EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs or loss arising from the following:

1. Loss to the internet, an internet service provider, or any computer or computer system that is not owned or leased by you and operated under your control.
2. Costs to research or correct any deficiency.
3. Any fines or penalties.
4. Any criminal investigations or proceedings.
5. Any threat, extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
6. Your intentional or willful complicity in a covered loss event or your reckless disregard for the security of your computer system or data.
7. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
8. Any "computer attack" occurring prior to the first inception of this CyberOne coverage endorsement or any coverage substantially similar to that described in this endorsement.
9. That part of any "network security liability suit" seeking any non-monetary relief.
10. Any "network security liability suit" arising from a propagation of malware, denial of service attack, or if applicable, loss, release or disclosure of business data that occurred prior to the first inception of this CyberOne coverage endorsement or any coverage substantially similar to that described in this endorsement.
11. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
12. War and hostile action, including any of the following and any consequence of any of the following:
 - a. Cyber warfare, whether or not occurring in combination with physical combat;
 - b. Undeclared war;
 - c. Civil war;
 - d. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or
 - e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

- a. Statements by an impacted government, sovereign or other authority;
- b. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or
- c. Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the "loss".

Combatant means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.

13. Total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, satellites, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
14. Any provision of coverage under this Cyber Coverage to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

ADDITIONAL CONDITIONS

The following additional conditions apply to all coverages under this endorsement.

A. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for:

1. Providing and maintaining appropriate computer and internet security; and
2. Maintaining and updating at appropriate intervals backups of computer data.

B. Duties in the Event of a "Network Security Liability Suit"

1. If a "network security liability suit" is brought against you, you must:
 - a. Immediately record the specifics of the "network security liability suit" and the date received; and
 - b. Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "network security liability suit" is first received by you.
 - c. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "network security liability suit";
 - d. Authorize us to obtain records and other information;
 - e. Cooperate with us in the investigation, settlement or defense of the "network security liability suit";
 - f. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
 - g. Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "network security liability suit".

C. Extended Reporting Periods

1. You shall have the right to the Extended Reporting Periods described in this section, in the event that:
 - a. You or we cancel this CyberOne coverage;
 - b. You or we refuse to renew this CyberOne coverage; or

- c. We renew this CyberOne coverage on an other than a claims-made basis or with a retroactive date later than the date of the first inception of this CyberOne coverage endorsement or any coverage substantially similar to that described in this endorsement;

2. If an event as specified in Paragraph 1. has occurred, you shall have the right to the following:

- a. An Automatic Extended Reporting Period of 30 days after the effective date of cancellation or nonrenewal at no additional premium in which to give to us written notice of a "network security liability suit" of which you first receive notice during said Automatic Extended Reporting Period for any propagation of malware, denial of service attack, or if applicable, loss, release or disclosure of business data occurring before the end of the coverage period for this CyberOne coverage and which is otherwise covered by this CyberOne coverage; and
- b. Upon payment of an additional premium of 100% of the full annual premium applicable to this CyberOne coverage, a Supplemental Extended Reporting Period of 1 year immediately following the effective date of cancellation or nonrenewal in which to give to us written notice of a "network security liability suit" of which you first receive notice during said Supplemental Extended Reporting Period for any propagation of malware, denial of service attack, or if applicable, loss, release or disclosure of business data occurring before the end of the coverage period for this CyberOne coverage and which is otherwise covered by this CyberOne coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

D. Network Security Liability Defense

1. We shall have the right and the duty to assume the defense of any applicable "network security liability suit" against you. You shall give us such information and cooperation as we may reasonably require.
2. You shall not admit liability for or settle any "network security liability suit" or incur any defense costs without our prior written consent.
3. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "network security liability suit" independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
4. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any "network security liability suit", after the Network Security Liability Limit has been exhausted.
5. We shall pay all interest on that amount of any judgment within the Network Security Liability Limit which accrues:
 - a. After entry of judgment; and
 - b. Before we pay, offer to pay or deposit in court that part of the judgment within the Network Security Liability Limit or, in any case, before we pay or offer to pay the entire Network Security Liability Limit.

These interest payments shall be in addition to and not part of the Network Security Liability Limit.

E. Other Data Coverage in This Policy

Some elements of this CyberOne coverage may also be covered under the policy to

which this endorsement is attached. If so, this CyberOne coverage will apply as excess, additional coverage. If loss payment has been made under the policy for the same event, the amount of such payment will count towards the deductible that applies to this CyberOne coverage.

F. Services

The following conditions apply as respects to any services provided to you by any service firm provided or paid for in whole or in part under this endorsement:

1. The effectiveness of such services depends on your cooperation and assistance.
2. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Business Income Loss" means the sum of the:
 - a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal and necessary operating expenses incurred, including employee payroll,actually lost by you during the "period of restoration".
2. "Computer Attack" means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:
 - a. Unauthorized Access - meaning the gaining of access to your computer system by an unauthorized person or persons; or
 - b. Malware Attack - meaning damage to your computer system or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computer system during the manufacturing process.
 - c. Denial of Service Attack - meaning a deliberate act to prevent third parties from gaining access to your computer system through the internet in a manner in which they are legally entitled.

3. "Data Re-creation Costs"

- a. "Data Re-creation Costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. "Data Re-creation Costs" also means your actual "business income loss" and your necessary and reasonable "extra expenses" arising from the lack of the lost or corrupted data during the time required to research, re-create and replace such data.
- c. "Data Re-creation Costs" does not mean costs to research, re-create or replace:
 - 1) Software programs or operating systems that are not commercially available; or
 - 2) Data that is obsolete, unnecessary or useless to you.

4. "Data Restoration Costs"

- a. "Data Restoration Costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. "Data Restoration Costs" does not mean costs to research, restore or replace:
 - 1) Software programs or operating systems that are not commercially available; or
 - 2) Data that is obsolete, unnecessary or useless to you.

5. "Extra Expense" means the additional cost you incur to operate your business during the "period of restoration" over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.

6. "Network Security Liability Defense Costs"

- a. "Network Security Liability Defense Costs" means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any "network security liability suit" against you. Such expenses may be incurred by us. Such expenses

may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.

- b. "Network Security Liability Defense Costs" does not mean your salaries or your loss of earnings.

7. "Network Security Liability Settlement Costs"

- a. "Network Security Liability Settlement Costs" means the following, when they arise from a "network security liability suit":

- 1) Damages, judgments or settlements; and
- 2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
- 3) Pre-judgment interest on that part of any judgment paid by us.

- b. "Network Security Liability Settlement Costs" does not mean:

- 1) Civil or criminal fines or penalties imposed by law;
- 2) Punitive or exemplary damages;
- 3) The multiplied portion of multiplied damages;
- 4) Taxes; or
- 5) Matters which may be deemed uninsurable under the applicable law.

8. "Network Security Liability Suit"

- a. "Network Security Liability Suit" means a civil proceeding against you in which damages are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. Such proceeding must be based on an allegation that a negligent security failure or weakness with respect to a computer or other electronic hardware that is owned or leased by you and operated under your control allowed one or more of the following to happen:

- 1) The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code.
- 2) The unintended abetting of a denial of service attack against one or more other systems.

- 3) The loss, release or disclosure of business data that is owned by or proprietary to a third party. This does not include personally identifying information or other information that is sensitive or personal to individuals.
 - b. "Network Security Liability Suit" includes the following:
 - 1) An arbitration or alternative dispute resolution proceeding that you are required to submit to or which we agree you should submit to; or
 - 2) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
 - c. "Network Security Liability Suit" does not mean any demand or action alleging or arising from property damage or bodily injury.
 - d. "Network Security Liability Suit" does not mean any demand or action brought by or on behalf of someone who is:
 - 1) Your director or officer;
 - 2) Your owner or part-owner; or
 - 3) A holder of your securities;
 in their capacity as such, whether directly, derivatively, or by class action.
 9. "Period of Restoration" means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:
 - a. The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed; or
 - b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
 10. "System Restoration Costs"
 - a. "System Restoration Costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre-"computer attack" level of functionality:
 - 1) Replace or reinstall computer software programs;
 - 2) Remove any malicious code; and
 - 3) Configure or correct the configuration of your computer system.
 - b. "System Restoration Costs" does not mean:
 - 1) Costs to increase the speed, capacity or utility of your computer system;
 - 2) Labor of your employees;
 - 3) Any costs in excess of the actual cash value of your computer system; or
 - 4) Costs to repair or replace hardware.
- All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM
BUSINESSOWNERS STANDARD PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following definitions are added to all coverage under all coverage forms and endorsements that comprise this Coverage Part or Policy:

“Actual Cash Value” means replacement cost less depreciation. In determining actual cash value, depreciation is applied to the full cost to replace or repair the damaged property or part thereof with property of like kind and quality, including but not limited to material costs, labor costs, equipment costs, contractor’s overhead and profit, sales tax, and permit fees. The cost to replace or repair is determined at the time of the loss.

“Depreciation” means the reduction in value of property or a component thereof due to or resulting from age, wear, deterioration, use, condition, or obsolescence.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS (RENTAL PROPERTIES)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Description Of Rental Unit
1	1	
2	1	
2	2	
3	1	
4	1	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section I - Property is amended as follows:

- A.** The terms of this endorsement apply to the rental unit(s) described in the Schedule, and to the building(s) in which such unit(s) are located, including any contents of such unit(s) and building(s), all of which constitute the described premises for the purpose of this endorsement.
- B.** We will not pay for loss or damage to the described premises, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental unit(s) described in the Schedule. This exclusion applies regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- C.** If the loss or damage described in Paragraph **B.** of this endorsement results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the Business Income or Extra Expense Additional Coverages.
- D.** The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

A. Premises: 970 N HARBOR VILLAGE EAST DR GARDEN CITY, UT 84028-7704
B. Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II —Liability is amended as follows:

A. Paragraph A.1.b.(1) is replaced by the following:

- (1) To "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (a) The "bodily injury" or "property damage":
 - (i) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (ii) Arises out of the project or operation shown in the Schedule;
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph **C.1.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

B. Paragraph A.1.b.(2) is replaced by the following:

- (2) To "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (a) The offense arises out of your business:
 - (i) Performed on the premises shown in the Schedule; or
 - (ii) In connection with the project or operation shown in the Schedule; and
 - (b) The offense was committed during the policy period.

However, with respect to Paragraph **A.1.b.(2)(a)(i)**, if the "personal and advertising injury" is caused by:

- (a) False arrest, detention or imprisonment; or
- (b) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

C. Paragraph A.2.a. Medical Expenses is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

A. Premises: 815 N HARBOR DR GARDEN CITY, UT 84028
B. Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II —Liability is amended as follows:

A. Paragraph A.1.b.(1) is replaced by the following:

- (1) To "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (a) The "bodily injury" or "property damage":
 - (i) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (ii) Arises out of the project or operation shown in the Schedule;
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph **C.1.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

B. Paragraph A.1.b.(2) is replaced by the following:

- (2) To "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (a) The offense arises out of your business:
 - (i) Performed on the premises shown in the Schedule; or
 - (ii) In connection with the project or operation shown in the Schedule; and
 - (b) The offense was committed during the policy period.

However, with respect to Paragraph **A.1.b.(2)(a)(i)**, if the "personal and advertising injury" is caused by:

- (a) False arrest, detention or imprisonment; or
- (b) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

C. Paragraph A.2.a. Medical Expenses is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

A. Premises: 866 N HARBOR VILLAGE EAST DR GARDEN CITY, UT 84028-7872
B. Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II —Liability is amended as follows:

A. Paragraph A.1.b.(1) is replaced by the following:

- (1) To "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (a) The "bodily injury" or "property damage":
 - (i) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (ii) Arises out of the project or operation shown in the Schedule;
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph **C.1.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

B. Paragraph A.1.b.(2) is replaced by the following:

- (2) To "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (a) The offense arises out of your business:
 - (i) Performed on the premises shown in the Schedule; or
 - (ii) In connection with the project or operation shown in the Schedule; and
 - (b) The offense was committed during the policy period.

However, with respect to Paragraph **A.1.b.(2)(a)(i)**, if the "personal and advertising injury" is caused by:

- (a) False arrest, detention or imprisonment; or
- (b) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

C. Paragraph A.2.a. Medical Expenses is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

A. Premises: 929 N HARBOR VILLAGE EAST DR GARDEN CITY, UT 84028-7704
B. Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II —Liability is amended as follows:

A. Paragraph A.1.b.(1) is replaced by the following:

- (1) To "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (a) The "bodily injury" or "property damage":
 - (i) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (ii) Arises out of the project or operation shown in the Schedule;
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph **C.1.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

B. Paragraph A.1.b.(2) is replaced by the following:

- (2) To "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (a) The offense arises out of your business:
 - (i) Performed on the premises shown in the Schedule; or
 - (ii) In connection with the project or operation shown in the Schedule; and
 - (b) The offense was committed during the policy period.

However, with respect to Paragraph **A.1.b.(2)(a)(i)**, if the "personal and advertising injury" is caused by:

- (a) False arrest, detention or imprisonment; or
- (b) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

C. Paragraph A.2.a. Medical Expenses is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following applies to Section II – **Liability** and supersedes any provision to the contrary:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (a) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (b) The negligent:
 - (i) Employment;

(ii) Investigation;

(iii) Supervision;

(iv) Reporting to the proper authorities, or failure to so report; or

(v) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUMS, CO-OPS, ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Named Association: INN CONDOMINIMUM ASSOCIATION	
Directors And Officers Liability Annual Aggregate Limit Of Insurance: \$ 2,000,000	
Deductible:	\$ 1,000
Pending Or Prior Litigation Date: 05/01/2012	Retroactive Date: 05/01/2012
☐ Extended Reporting Period	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

For the purposes of the coverage provided by this endorsement, **Section II - Liability** is amended as follows:

A. The following are added to Paragraph **A. Coverages:**

1. Insuring Agreement - Management Liability

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

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

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

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

all "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "loss" to the spouse will be covered under this endorsement only if and to the extent that such "loss" would be covered if incurred by the "insured person".

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

- c.** This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

- (1)** The estate, heirs or legal representatives of a deceased "insured person"; and
- (2)** The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

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

2. Insuring Agreement - Association Reimbursement

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

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

3. Insuring Agreement - Association Liability

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

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

4. Defense And Settlement

We will have the right and duty to defend any "claim" made against the insured under Paragraph **A.** of this endorsement. However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

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

- B.** For the purposes of the coverage provided by this endorsement, Paragraph **B. Exclusions, Sub-paragraph 1. Applicable To Business Liability Coverage** is replaced by the following:

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

- a.** Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
- b.** For "bodily injury".
- c.** For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
- d.** For "property damage".
- e.** Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
- f.** Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule.

- g. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
 - (1) During a prior policy period of this policy; or
 - (2) Under any insurance policy of which this policy is a replacement.
 - h. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Schedule, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.
 - i. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
 - j. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
 - k. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
 - (1) A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or
 - (2) A "claim" arising out of a "wrongful employment practices act".
 - l. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
 - m. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
 - (1) The "association" would have been liable in the absence of such contract or agreement; or
 - (2) Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act";
 - n. Arising out of "personal and advertising injury".
 - o. Arising out of:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
 - (2) Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (3) A "claim" made or "suit" brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";

including without limitation any "claim" by or on behalf of the "association".
 - p. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph B.
- C.** For the purposes of the coverage provided by this endorsement, Paragraph **C. Who Is An Insured** is replaced by the following:
- 1. The "association" is an insured.
 - 2. "Insured persons" are insureds.
- D.** For the purposes of the coverage provided by this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

1. Annual Aggregate Limit Of Insurance

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

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

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

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

2. Deductible

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

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

- E.** For the purposes of the coverage provided by this endorsement, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition is replaced by the following:

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

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

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

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

- a. Immediately record the specifics of the "claim" and the date received; and
- b. Notify us as soon as practicable.

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

3. You and any other involved insured must:

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

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

- F.** For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **E. Liability And Medical Expenses**
- General Conditions:**

Consent To Settle

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

G. Extended Reporting Period

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

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

6. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limit of Insurance available under this endorsement for future payment of damages; and
 - d. Other related factors.

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

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

H. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph F. Liability And Medical Expenses Definitions of Section II - Liability:

1. "Association" means the entity named in the Schedule as the named association.
2. "Claim" means:
 - a. A written demand for monetary damages against any insured;
 - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
 - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
 - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;

for a "wrongful act", including any appeal therefrom.

3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
4. "Financial insolvency" means the status of the "association" resulting from:
 - a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
 - b. The "association" becoming a debtor in possession.
5. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".
6. "Interrelated wrongful act" means all causally connected "wrongful acts".
7. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.
8. "Wrongful act" includes a "wrongful employment practices act" and means:
 - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
 - b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".
9. "Wrongful employment practices act" means any actual or alleged:
 - a. Wrongful dismissal, discharge or termination of employment;
 - b. Breach of any implied employment contract;
 - c. Employment-related misrepresentation;
 - d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
 - e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
 - f. Wrongful failure to employ or promote;
 - g. Wrongful reference, discipline or deprivation of a career opportunity;
 - h. Failure to adopt adequate workplace or employment policies and procedures; or
 - i. Illegal retaliatory treatment.
- I. For the purposes of the coverage provided by this endorsement, the definition of "suit" in Paragraph F. **Liability And Medical Expenses Definitions** is replaced by the following:

"Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:

 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to **Section II - Liability**:

A. The following exclusion is added to Paragraph B.1., Exclusions - Applicable To Business Liability Coverage:

This insurance does not apply to:

Fungi Or Bacteria

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for edible consumption.

B. The following definition is added to Paragraph F. Liability And Medical Expenses Definitions:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH PERSONAL INJURY PROTECTION

For a covered "hired auto" or "non-owned auto" licensed or principally garaged in Utah used in the course of your business, this endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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

Named Insured: INN CONDOMINIMUM ASSOCIATION

Endorsement Effective Date: 11/25/2025

SCHEDULE

Benefits	Limit Per Person
Medical Expenses	\$3,000
Work Loss	(a) 85% of any loss of gross income and earning capacity, not to exceed the total of \$250 per week; and (b) \$20 per day for inability to perform services for the household.
Funeral Expenses	\$1,500
Survivor Loss	\$3,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

We agree with you, subject to all of the provisions in this endorsement and to all of the provisions of the Policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits in accordance with Title 31A, UTAH CODE ANNOTATED to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the use of a "hired auto" or "non-owned auto" as an auto.

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

1. Medical Expenses

Reasonable expenses incurred for necessary medical, surgical, x-ray, dental

and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

2. Work Loss

a. Loss of income and loss of earning capacity by the "insured" during his or her lifetime, from inability to work during a period commencing three days after the date of the loss of income and earning capacity resulting from the "bodily injury" and continuing for

a maximum of 52 consecutive weeks thereafter. If such "insured's" inability to work continues in excess of a total of two consecutive weeks after the date of the loss of income and earning capacity resulting from the "bodily injury", this three-day elimination period shall not be applicable; and

- b. An allowance for services actually rendered or reasonably incurred that, but for the "bodily injury", the "insured" would have performed during his or her lifetime for his or her household commencing three days after the date of the "bodily injury" and continuing for a maximum of 365 consecutive days thereafter. If such "insured's" inability to perform such services continues in excess of 14 consecutive days after the date of the "bodily injury", this three-day elimination period shall not be applicable.

3. Funeral Expenses

Funeral, burial or cremation expenses incurred.

4. Survivor Loss

Compensation on account of the death of the "insured" and is payable only to natural persons who are the "insured's" heirs.

B. Who Is An Insured

1. You, unless you are injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by you or which is not a covered "hired auto" or "non-owned auto".
2. If you are an individual, any "family member", unless the "family member" is injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by such "family member" or which is not a covered "hired auto" or "non-owned auto".
3. Any person while "occupying" any "hired auto" or "non-owned auto" other than a public or livery conveyance, operated by you or a "family member". Public or livery conveyance as used in this provision includes, but is not limited to, any period of time an "auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "auto" but does not apply to business activities

performed by such person that are directly related to the Named Insured(s) listed in the Declarations.

4. A "pedestrian" if the "accident" involves the use of a covered "hired auto" or "non-owned auto".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "insured" while "occupying" an "auto" that is not a covered "hired auto" or "non-owned auto".
2. Sustained by any person while operating the covered "hired auto" or "non-owned auto" without the express or implied consent of the "insured" or while not in lawful possession of the covered "hired auto" or "non-owned auto".
3. Sustained by a "pedestrian" if the "accident" occurs outside the state of Utah. This exclusion does not apply, if you are an individual, to you or any "family member".
4. Sustained by any person if such person's conduct contributed to his injury under either of the following circumstances:
 - a. Causing injury to himself or herself intentionally; or
 - b. While committing a felony.
5. Sustained by any person arising out of the use of any "auto" while located for use as a residence or premises.
6. Arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
7. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "hired autos" or

"non-owned autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by an "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.

2. Any amount payable under this coverage will be reduced by the amount paid, payable or required to be provided for "bodily injury":
 - a. Under any workers' compensation plan or any similar statutory plan; or
 - b. By the United States or any of its agencies because of his or her being on active duty in the military services.

E. Changes In Conditions

The Conditions of the Policy are changed for Personal Injury Protection as follows:

The following is added to **Duties In The Event Of Occurrence, Offense, Claim, or Suit**:

- d. If an "insured" or his or her legal representative or survivor institutes legal action to recover damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- e. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
 - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
 - (2) Such other information that will help us determine the amount due and payable.

The following conditions are added:

Reimbursement And Trust

1. If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
2. Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury".

3. That person must do everything necessary to secure such rights and must do nothing to impair them.
4. That person must execute and deliver to us instruments and papers that may be appropriate to secure his or her and our rights and obligations established by this provision.

Coordination And Nonduplication

1. No "insured" may recover duplicate payments for the same elements of "loss" under this or any other insurance.
2. This insurance is excess over any primary insurance covering the use of a "hired auto" or "non-owned auto".
3. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies combined will not exceed the amount payable under the policy with the highest dollar limit of benefits. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits covering on the same basis.
4. Personal Injury Protection benefits paid or payable under this Coverage Form or any other Coverage Form or policy providing auto insurance because of "bodily injury" sustained by an "insured" shall be primary to any Auto Medical Payments Coverage provided under this Coverage Form.

Premium Recomputation

The premium for this Policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of Title 31A, UTAH CODE ANNOTATED. If a court declares any of these provisions unenforceable, we have the right to recompute the premium, and the provisions of this endorsement are voidable or subject to amendment at our option.

F. Additional Definitions

As used in this endorsement:

1. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
2. "Auto" means every self-propelled vehicle and every vehicle which is propelled by electric power obtained from overhead wires but not operated on rails. However, an "auto" does not include vehicles moved solely by human power, motorized wheelchairs, an electric personal assistive mobility device, an electric assisted bicycle, a motor assisted

scooter, a personal delivery device, as defined in UTAH CODE ANN. § 41-6A-1119, or a mobile carrier, as defined in UTAH CODE ANN. § 41-6a-1120.

3. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
4. "Hired auto" means any "auto" you lease for less than six months, hire, rent or borrow in connection with your business. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
5. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
6. "Occupying" means being in or upon an "auto" as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from an "auto".
7. "Pedestrian" means any person not "occupying" or riding upon an "auto".
8. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

IMPORTANT NOTICE



2505 Court Street • Pekin, Illinois 61558
(309) 346-1161 • www.pekininsurance.com

Policy Number: 006462410

Named Insured: INN CONDOMINIMUM ASSOCIATION

Policy Period: 11/25/2025 - 11/25/2026

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. This includes damages due to bodily injury resulting from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified or from an automobile accident caused by the fault of another party where the other party has no liability insurance.

Utah law generally defines an uninsured motor vehicle to include, in part, a motor vehicle, the operation, maintenance or use of which is not covered under a liability policy at the time of an injury-causing occurrence, or a motor vehicle covered with liability limits lower than required by the financial responsibility law of Utah.

Your policy has been identified as having Uninsured Motorists Coverage as being rejected or less than the limits of liability coverage on your policy.

The additional premium for Uninsured Motorists Coverage limits to equal bodily injury liability limits would be \$ 68.00.

Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident. This includes damages due to bodily injury resulting from an automobile accident caused by the fault of another party where the other party has insufficient liability insurance.

In comparison to Uninsured Motorists Coverage, Utah law generally defines an underinsured motor vehicle to include, in part, a motor vehicle, the operation, maintenance or use of which is covered under a liability policy at the time of an injury-causing occurrence, but which has insufficient liability coverage to compensate fully the injured party for all special and general damages.

Your policy has been identified as having Underinsured Motorists Coverage as being rejected or less than the limits of liability coverage on your policy.

The additional premium for Underinsured Motorists Coverage limits to equal bodily injury liability limits would be \$ Included.

We recommend that you purchase Uninsured Motorist Coverage and Underinsured Motorist Coverage at limits equal to the Liability Coverage Limits you have selected .

If you would like to increase limits for these coverages or if you have any questions, please contact your Pekin Insurance Agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

- A.** The following exclusion is added to Paragraph **1. Applicable To Business Liability Coverage** under **B. Exclusions**:

This insurance does not apply to:

Cyber Incident

"Bodily injury", "property damage", or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

- B.** The exclusion under **A.** does not apply to coverage provided by the following endorsements if added to the policy, but only to the extent of such coverage: Data Compromise Coverage endorsement (**BP6076** or **BP6083**), or CyberOne Coverage endorsement (**BP6077** or **BP6084**).

- C.** For the purposes of this endorsement, the following is added to Paragraph **F. Liability And Medical Expenses Definitions**:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION - VIOLATION OF LAW
ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

The following is added to Paragraph **B. Exclusions**:

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1)** The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2)** The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
- b.** Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

This exclusion does not apply to coverage provided by the following endorsements if added to the policy, but only to the extent of such coverage: Data Compromise Coverage endorsement (**BP6076** or **BP6083**) or CyberOne Coverage endorsement (**BP6077** or **BP6084**).