

### **STATEMENT**

### TRUCK INSURANCE EXCHANGE OPEQUON CENTER CONDO ASSOCIAT MARCH 07, 2025 **3052 VALLEY AVENUE** Date SUITE 100 68-03-37E WINCHESTER VA 22601-6478 Agent's Number Renewal Statement - The Company will renew your policy for an additional 12 months term only if 60627-00-51 payment of the premium indicated is made on or before the renewal date of this notice. Policy Number This Statement Reflects: Loan Number Effective Date: 04/01/25 ☐ New Business Change Of Coverage Reinstatement Added Coverage Previous Balance Owing \$ Premium Membership, Policy, Reinstatement, Reissue or Service Fees \$ Pro Rata Premium Due \$ **33,148.00** Premium For Renewing Entire Present Coverage From 04/01/25 To 04/01/26 \$ \$ \$ 33,148.00 Total Charges \$ \$ **Payments** \$ Other Credits **Total Credits** - NONE - BALANCE DUE UPON RECEIPT WE WANT TO BE YOUR FIRST CHOICE FOR BUSINESS AND Optional Amount PERSONAL LINES INSURANCE. IF YOU PLACE A PERSONAL LINES



IMPORTANT- D-O N-O-T P-A-Y T-H-I-S N-O-T-I-C-E PREMIUM WILL BE BILLED. ACCT # F006246620-001-00001.

Refund

POLICY WITH FARMERS YOU MAY BE ELIGIBLE TO RECEIVE A

DISCOUNT, CONTACT YOUR AGENT TODAY.



### **Important Notice**

### **Subscription Agreement Notice**

(Please keep for your records)

By payment of the policy premium, you acknowledge that you have received and read the Truck Insurance Exchange Subscription Agreement (the terms of which are provided below) and that you agree to be bound to all of the terms and conditions of the Subscription Agreement.

Under the Subscription Agreement, you appoint Truck Underwriters Association (the "Association") to act as the attorney-in-fact. The Association has acted in this capacity since 1935. The Subscription Agreement provides for payment of compensation to the Association for its becoming and acting as attorney-in-fact. This compensation consists of a membership fee and a percentage of premiums on all policies of insurance or reinsurance issued or effected by the Exchange. These fees are included in your policy payment and are not an additional fee.

We reserve the right to request that you provide us with a signed Subscription Agreement and if you fail to do so, your coverage may be terminated.

### **Subscription Agreement**

For and in consideration of the benefits to be derived therefrom the subscriber covenants and agrees with Truck Insurance Exchange and other subscribers thereto through their and each of their attorney-in-fact, Truck Underwriters Association, to exchange with all other subscribers' policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said attorney-in-fact and approved by the Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints Truck Underwriters Association to be attorney-in-fact for subscriber, granting to it power to substitute another in its place, and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to all policies issued, including cancellation thereof, collection and receipt of all monies due the Exchange from whatever source and disbursement of all loss and expense payments, effect reinsurance and all other acts incidental to the management of the Exchange and the business of interinsurance; subscriber further agrees that there shall be paid to said Association, as compensation for its becoming and acting as attorney-in-fact, the membership fees and twenty per centum of the Premium Deposit for the insurance provided and twenty per centum of the premiums required for continuance thereof.

The remaining portion of the Premium Deposit and of additional term payments made by or on behalf of the subscriber shall be applied to the payment of losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by a Board of Governors duly elected by and from subscribers in accordance with provisions of policies issued, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of members' and governors' meetings, agents' commissions, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of the Exchange and such of the above expenses as shall from time to time be agreed upon by and between the Association and the Board of Governors or its Executive Committee shall be borne by the Association.

The principal office of the Exchange and its attorney-in-fact shall be maintained in the City of Los Angeles, County of Los Angeles, State of California.



This agreement can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon one and the same instrument, and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of the Exchange, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued hereon shall be non-assessable.



## **Privacy Policy**

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.

### **Information We Collect**

We may collect the following categories of information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
Personal Identifiers	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature.
Personal Characteristics	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
Commercial Information	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
<b>Biometric Information</b>	Voice print, photo.
Internet or Network Activity	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
Geolocation	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
Audio, Electronic, Visual, Thermal, Olfactory	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
Professional Information and Employment Information	Job titles, work history, school attended, employment status, veteran, or military status.
Education Information	Job titles, work history, school attended, marital status, e-mail telephone recordings.
Inferences	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
Sensitive Personal Information	Social security number, drivers license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.



We are permitted to disclose personal health information:

- to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud;
- (2) with your written authorization; and
- (3) as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

### **Sharing Information with Affiliates**

The Farmers Insurance Group<sup>®</sup> of Companies includes affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described above in **Information We Collect**, as permitted by law to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers.
- Non-financial service providers, such as data processors, billing companies and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transactions and experiences with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

### **IMPORTANT PRIVACY CHOICES**

You have choices about the sharing of some information with certain parties. These choices may differ based on the particular affiliate(s) with which you do business.

For 21st Century customers: We are offering you an opt-out opportunity which is included with your policy documents. If you prefer that we not share your consumer report information with Farmers you may opt-out of such disclosures that is, you may direct us not to make those disclosures - other than as otherwise permitted by law. You may do so by following the procedure explained in the Opt-Out Form. You may opt-out only by returning the Opt-Out Form. We will implement your request within a reasonable time. If it is your decision not to opt-out and to allow sharing of your information with the Farmers affiliates, you do not need respond in any way.

For Bristol West customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may use the Opt-Out Form included with your policy documents. Please verify that your Bristol West policy number is listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive it. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy. If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an opt-out or respond to us in any way.

<u>For Farmers customers</u>: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy issued by the affiliates listed on the Farmers Privacy Notice. We will implement your request within a reasonable time after we receive the form.

If you decide not to opt-out or if you have previously submitted a request to opt-out on each of your policies, no further action is required.

Additionally, under the California Consumer Privacy Act ("CCPA", California residents have the right to opt out of the sale of personal information to certain third parties. Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form at https://www.farmers.com/california-consumer-privacy/.





# Important Information About Your Renewal Policy's Business Income and Extra Expense Coverage

We appreciate your business and want to provide you with information about a new option for your policy's Business Income and Extra Expense coverage.

Your policy's period of indemnity for Business Income and Extra Expense coverage remains the same with this renewal. We now offer a 12-month period of indemnity option, which may result in a reduction of premium. If you would like to revise your Business Income and Extra Expense coverage to the new 12-month option, or have any questions about your policy, please contact your Farmers®agent.

Thank you for choosing Farmers for your insurance needs.





### Important Information About Your Renewal Policy

As you review the enclosed renewal policy, please note that the following endorsements have been revised, replaced or added to your Businessowners policy. These endorsements will result in a reduction in coverage under your policy's Business Liability coverages.

### **Added**

J7544-ED1, Cyber Incident Liability Exclusion

This new endorsement defines "cyber incident" and excludes coverage with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident. Specific coverage for cyber liability may be found in the optional *Cyber Liability and Data Breach Response Coverage Form* (J7155). Please refer to your policy's Common Policy Declarations page to see if Cyber Liability and Data Breach Response Coverage is included in your policy.

J7546-ED1, Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

This new endorsement excludes bodily injury, property damage and personal and advertising injury related exposures associated with its PFAS definition, including any loss, cost or expense arising out of PFAS abatement, testing for, monitoring, cleaning up, or other related activities, by you or by any other person or entity.

### Revised

J7110-ED2, Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability

This endorsement has been revised to add references to personal material, biometric information, and nonpublic information to the types of material or information addressed. Additionally, identity monitoring expenses, data restoration expenses and extortion expenses are added to the types of expenses.

#### Replaced

 Endorsements J6345-ED1 and J6347-ED1 entitled Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information have been replaced by endorsement J7545-ED1 - Exclusion - Violation of Laws Addressing Data Privacy And Recording And Distribution of Material .

This new endorsement revises the provisions of J6345 and J6347 to address the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, and other laws addressing biometric information privacy and other nonpublic information.

This notice provides a summary of the changes to your policy; it is not part of your insurance contract. It is not a substitute for reviewing your policy. Please review your policy and its attached endorsements for complete information.

If you have any questions about these changes or want to discuss optional Cyber Liability and Data Breach Response coverage, please contact your Farmers®agent.





### Truck Insurance Exchange (A Reciprocal Insurer)

Member Of The Farmers Insurance Group Of Companies®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

### **COMMON POLICY DECLARATIONS**

Name	ODEOLION CENT	ER CONDO ASSOCIA	owie i gewiele i	F006246620-001-00	0001
Named Insured	OF EQUOIN CENT	LK CONDO ASSOCIA	Land Adam San	Account No.	Prod. Count
	2052 (41 15)(4)	ENUE		68-03-37E	60627-00-51
Mailing Address	3052 VALLEY AV SUITE 100 WINCHESTER, V			Agent No.	Policy Number
Form of Business	☐ Individual ☐ Corporation	☐ Joint Venture ☐ Partnership	Limited Liability Co.  X Other Organization	<b>Business Descriptio</b> Real Estate	on:
Policy Period	110111	04-01-2025 04-01-2026	(not prior to time ap	plied for) I time at your mailing address s	shown above.
	rules and forms th		listed below and for which a	premium is indicated. This pre	mium may be subject t
Coverage	Parts	18		Premium After Discount	And Modification
Businesso	wners		537.0	\$33,111.00	
Cyber Liak	oility And Data Br	each Expense Covera	ge	\$37.00	
Certified /	Acts Of Terrorism	- See Disclosure Endo	orsement	Included	
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Total (See Additional Fee Information Below)



\$33,148.00

Policy Number: 60627-00-51 Effective Date: 04-01-2025

Forms Applicable To 25-9230ED3

All Coverage Parts: 56-5430ED1

IL00030498 IL00171198 Reminder-Review Your Coverages Additional Conditions - Virginia

Calculation Of Premium

**Common Policy Conditions** 

### **Your Agent**

Matthew Cooper 133 W Boscawen St#6 Winchester, VA 22601 (540) 686-7883

Countersigned (Date)

By Authorized Representative

### **Additional Fee Information**

The following additional fees apply on an account, not a per-policy, basis.

A service fee will be assessed on every installment invoice and will be included in the minimum amount due.
However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. In addition, for accounts fully enrolled in online billing and scheduled for recurring Electronic Funds Transfer (EFT) payments the fee will be waived.

State	Installment Fee
All states except Alaska, Florida, Maryland, New Jersey And West Virginia	\$6.00
Alaska and Maryland	Not applicable
Florida	\$3.00
New Jersey	\$7.00
West Virginia	\$5.00

A returned payment fee applies per check, electronic transaction or other remittance which is not honored by your
financial institution for any reason including but not limited to insufficient funds or a closed account. NOTE: If the
returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective
date set forth in the notice.

State	NSF Fee
All States Except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia And West Virginia	\$30.00
North Dakota And Oklahoma	\$25.00
Nebraska And Indiana	\$20.00
Florida And West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey And Virginia	Not applicable

 A late fee will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All States Except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, Virginia, South Carolina And West Virginia	\$20.00
Nebraska, Rhode Island And South Carolina	\$10.00
Alaska, Florida, Maryland, Missouri, New Jersey, Virginia And West Virginia	Not applicable



The following applies on a per-policy basis.

A reinstatement fee of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the
cancellation date. This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

# FARMERS INSURANCE

# Important Information To Policyholders

If for any reason you would like to contact someone about this policy, please contact your agent. If you have additional questions you may contact us, your insurance company, at the following address and telephone number:

Farmers Insurance Group of Companies

If you have been unable to contact or obtain satisfaction from us or your agent, you may contact the Virginia Bureau of Insurance at:

Bureau of Insurance Box 1157 Richmond, Virginia 23218 From Virginia (800) 552-7945, Out-of-State (804) 371-9741

Written correspondence is preferable so that record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.



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.



J6300 3rd Edition

### DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

#### SCHEDULE

SCHEDULE - PART I	
Terrorism Premium (Certified Acts) \$ 328	.00
Additional information, if any, concerning the terro	orism premium:
SCHEDULE - PART II	
Federal share of terrorism losses <u>80</u> % Year: 2 (Refer to Paragraph <b>B.</b> in this endorsement)	025
Federal share of terrorism losses <u>80</u> % Year: 2 (Refer to Paragraph <b>B.</b> in this endorsement)	026
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

No.

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.



J7110 2nd Edition

# EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the:

BUSINESSOWNERS COVERAGE FORM
BUSINESSOWNERS LIABILITY COVERAGE FORM
APARTMENT OWNERS LIABILITY COVERAGE FORM
CONDOMINIUM LIABILITY COVERAGE FORM

Paragraph 1. Applicable To Business Liability Coverage under B. Exclusions in the applicable Liability Coverage Form and Section II - Liability of the BUSINESSOWNERS COVERAGE FORM is amended as follows:

A. The following exclusion is added:

#### Access Or Disclosure Of Confidential Or Personal Material Or Information And Data-Related Liability

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

- Any access to or disclosure of any person's or organization's confidential or personal material or information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometric information or any other type of nonpublic material or information; or
- 2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic

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 loss, cost or expense incurred by you or others arising out of that which is described in Paragraph 1. or 2. above.

As used in this exclusion, electronic data means information, facts, recordings, images or computer programs stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.





**Truck Insurance Exchange (A Reciprocal Insurer)**Member Of The Farmers Insurance Group Of Companies

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

# POLICY DECLARATIONS - COMMERCIAL REAL ESTATE PREMIER POLICY

Named	
Insured	

**OPEQUON CENTER CONDO ASSOCIAT** 

Mailing Address 3052 VALLEY AVENUE

SUITE 100

WINCHESTER, VA 22601-6478

Policy Nu	imber 606	527-00-51	☐ Auditable
Policy	From —	04-01-2025	
Policy Period	To _	04-01-2026	12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

The following premium credits and discounts applied to the premium associated with this coverage part:

**Favorable Loss Experience Discount** 

There may be other credits and discounts you may be able to enjoy, please contact your agent for full details.

**Your Agent** 

Matthew Cooper 133 W Boscawen St#6 Winchester, VA 22601 (540) 686-7883



Policy Number: 60627-00-51 Effective Date: 04-01-2025

### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS

BUILDING

The following coverages apply to the described building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual location (premises) section for coverages and limits specific to the location (premises).

Option: Valuation: BV - Blanket Value (see Base Coverage & Extensions for the total limit) ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;

ERC - Extended RC; FRC- Functional RC; GRC - Guaranteed RC

Premises Number	Bldg. No.			Mortgagee Name And Address				
001	001	3052 Valley Avenue Suite 100 Winchester, VA 22601-2673						
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Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
Building	BV	ERC	\$1,900,700	\$1,000
Back Up Of Sewers Or Drains			\$1,000	\$1,000
Building - Automatic Increase Amount		10 12	8%	
Building Ordinance (Broad) - A			Included	None
Building Ordinance (Broad) - B&C (Demo & ICC) Combined			\$397,900	None
Cosmetic Damage Exclusion				
Exterior Building Glass		8 B A	Included	\$100
Glass Deductible Buyback			Included	
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Policy Number: 60627-00-51

Effective Date: 04-01-2025

### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS CONTINUED

BUILDING

The following coverages apply to the described building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual location (premises) section for coverages and limits specific to the location (premises).

Option:

BV - Blanket Value (see Base Coverage & Extensions for the total limit)

Valuation:

ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost; ERC - Extended RC; FRC- Functional RC; GRC - Guaranteed RC

Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address
001	002	3050 Valley Avenue Suite 100 Winchester, VA 22601-2673	Commence of the commence of th
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1			Deductible/

Coverage	Option	Valuation	Limit Of Insurance	Waiting Period
Building	BV	ERC	\$1,692,000	\$1,000
Back Up Of Sewers Or Drains			\$1,000	\$1,000
Building - Automatic Increase Amount		20030	8%	107-8
Building Ordinance (Broad) - A			Included	None
Building Ordinance (Broad) - B&C (Demo & ICC) Combined	2000	Security 1	\$397,900	None
Cosmetic Damage Exclusion				i de la companya de l
Exterior Building Glass			Included	\$100
Glass Deductible Buyback			Included	100000
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### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS CONTINUED

BUILDING

The following coverages apply to the described building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual location (premises) section for coverages and limits specific to the location (premises).

Option:

BV - Blanket Value (see Base Coverage & Extensions for the total limit)

Valuation:

ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;

ERC - Extended RC; FRC- Functional RC; GRC - Guaranteed RC

Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address					
001	003 3042 Valley Avenue Suite 100 Winchester, VA 22601-2673							
5 B S								

Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
Building	BV	ERC	\$1,692,000	\$1,000
Back Up Of Sewers Or Drains			\$1,000	\$1,000
Building - Automatic Increase Amount			8%	
Building Ordinance (Broad) - A			Included	None
Building Ordinance (Broad) - B&C (Demo & ICC) Combined			\$397,900	None
Cosmetic Damage Exclusion				
Exterior Building Glass			Included	\$100
Glass Deductible Buyback			Included	
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	100			

Policy Number: 60627-00-51

Effective Date: 04-01-2025

### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS CONTINUED

BUILDING

The following coverages apply to the described building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual location (premises) section for coverages and limits specific to the location (premises).

Option:

BV - Blanket Value (see Base Coverage & Extensions for the total limit)

Valuation:

ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;

ERC - Extended RC; FRC- Functional RC; GRC - Guaranteed RC

Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address
001	004	3034 Valley Avenue Suite 100 Winchester, VA 22601-2673	AND COMPANY OF MENTAL AND COMPANY OF THE PARTY OF T
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Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
Building	BV	ERC	\$1,175,200	\$1,000
Back Up Of Sewers Or Drains			\$1,000	\$1,000
Building - Automatic Increase Amount		Napon	8%	C doth
Building Ordinance (Broad) - A			Included	None
Building Ordinance (Broad) - B&C (Demo & ICC) Combined	etatro (() is	2 74 6 6 7 5	\$397,900	None
Cosmetic Damage Exclusion				
Exterior Building Glass			Included	\$100
Glass Deductible Buyback		e	Included	See 10
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Effective Date: 04-01-2025

### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS CONTINUED

BUILDING

The following coverages apply to the described building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual location (premises) section for coverages and limits specific to the location (premises).

Option:

BV - Blanket Value (see Base Coverage & Extensions for the total limit)

Valuation: ACV - Actual Cash

ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;

ERC - Extended RC; FRC - Functional RC; GRC - Guaranteed RC

Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address
001	005	3038 Valley Avenue Suite 100 Winchester, VA 22601-2673	

Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
Building	BV	ERC	\$1,061,300	\$1,000
Back Up Of Sewers Or Drains		The state of the s	\$1,000	\$1,000
Building - Automatic Increase Amount			8%	
Building Ordinance (Broad) - A			Included	None
Building Ordinance (Broad) - B&C (Demo & ICC) Combined			\$397,900	None
Cosmetic Damage Exclusion				
Exterior Building Glass			Included	\$100
Glass Deductible Buyback			Included	
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Policy Number: 60627-00-51

Effective Date: 04-01-2025

### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS CONTINUED

BUILDING

The following coverages apply to the described building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual location (premises) section for coverages and limits specific to the location (premises).

Option:

BV - Blanket Value (see Base Coverage & Extensions for the total limit)

Valuation:

ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;

ERC - Extended RC; FRC- Functional RC; GRC - Guaranteed RC **Abbreviation:** ALS = Actual Loss Sustained; BI = Business Income; EE = Extra Expense

Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address
001	006	3046 Valley Avenue Suite 100 Winchester, VA 22601-2673	
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Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period	
Building	BV	ERC	\$614,200	\$1,000	
Back Up Of Sewers Or Drains		S PRINTERS	\$1,000	\$1,000	
Building - Automatic Increase Amount		PACE TRACK	8%	NOTE 18	
Building Ordinance (Broad) - A			Included	None	
Building Ordinance (Broad) - B&C (Demo & ICC) Combined			\$397,900	None	
Cosmetic Damage Exclusion					
Exterior Building Glass		-	Included	\$100	
Glass Deductible Buyback			Included		
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Policy Number: 60627-00-51 Effective Date: 04-01-2025

### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS CONTINUED

**PREMISES** 

The following coverages apply to the described location (premises). Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual building section for coverages and limits specific to the building.

Premises Number	Bldg. No.	Covered Premises Address	
001	All	3052 Valley Avenue Suite 100, Winchester, VA 22601-2673	

Coverage		Limit Of Insurance			
ccounts Receivables - On-Premises		\$25,000	\$1,000		
usiness Income (BI) & Extra Expense (EE)		ALS	0 Hours		
us Inc & Extra Exp (BI & EE) - Time Period	-	18 Months			
ebris Removal		25% Of Loss + 25,000			
quipment Breakdown		Included	\$1,000		
quipment Breakdown - Ammonia Contamination		\$25,000			
quipment Breakdown - Drying Out Coverage		Included			
quipment Breakdown - Expediting Expenses		Included			
quipment Breakdown - Hazardous Substances		\$25,000			
quipment Breakdown - Water Damage	12.60	\$25,000			
ock Replacement		\$10,000	None		
ock Replacement (Per Lock And Key)		\$100	None		
ersonal Effects		\$2,500	\$1,000		
ollutant Clean Up And Removal Aggregate		\$25,000	\$1,000		
aluable Paper And Records - On-Premises	-	\$25,000	\$1,000		
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### Effective Date: 04-01-2025

### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS OF INSURANCE

The following Coverages and Extensions apply to all covered locations (premises) and/or buildings. Please refer to the individual location (premises) and/or building section for coverages and limits specific to such location (premises) and/or building.

Base Coverages And Extensions	Limit Of Insurance	Deductible/ Waiting Period	
Blanket Building Coverage Limit	\$8,135,400	See Bldg Section	
Accounts Receivables - Off-Premises	\$2,500	\$1,000	
Business Income & Extra Expense - Civil Authority	3 Weeks	72 Hours - BI	
BPP Seasonal Increase	25%		
Claims Expense	\$5,000	None	
Condominium Association Coverage	Included	\$1,000	
Crime Conviction Reward	\$10,000	None	
Drone Aircraft - Direct Damage (per occurrence)	\$10,000	\$1,000	
Drone Aircraft - Direct Damage (per item)	\$2,500	\$1,000	
Drone Aircraft - BI & EE	\$10,000	72 Hours	
Electronic Data Processing Equipment	\$25,000	\$1,000	
Electronic Data Processing Media And Records	\$6,250	\$1,000	
Employee Dishonesty	\$25,000	\$1,000	
Extended Business Income	30 Days		
Fire Department Service Charge	\$5,000	None	
Fire Extinguisher Systems Recharge Expense	\$5,000	\$1,000	
Forgery And Alteration	\$2,500	\$1,000	
Limited Biohazardous Substance Coverage - Per Occurrence	\$10,000	\$1,000	
Limited Biohazardous Substance Coverage - Aggregate	\$20,000	\$1,000	
Limited Cov Fungi Wet Rot Dry Rot & Bacteria - Aggregate	\$15,000	\$1,000	
Money And Securities - Inside Premises	\$25,000	\$1,000	
Money And Securities - Outside Premises	\$25,000	\$1,000	
Money Orders And Counterfeit Paper Currency	\$1,000	\$1,000	
Newly Acquired Or Constructed Building	\$1,000,000	\$1,000	
Outdoor Property	\$2,500	\$1,000	
Outdoor Property - Antennas And Satellite Dishes	\$2,500	\$1,000	
Outdoor Property - Trees, Shrubs & Plants	\$2,500	\$1,000	
Outdoor Property - Trees, Shrubs & Plants (Per Item)	\$500	\$1,000	
Outdoor Signs	\$25,000	\$1,000	
Personal Property At Newly Acquired Premises	\$250,000	\$1,000	
Personal Property Off Premises	\$5,000	\$1,000	
Premises Boundary	1,000 Feet		
Preservation Of Property	60 Days		
Tenants Move-Back Expense	\$10,000	None	
Valuable Paper And Records - Off-Premises	\$2,500	\$1,000	



Policy Number: 60627-00-51 Effective Date: 04-01-2025

## LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE

Each paid claim for the following coverage reduces the amount of insurance we provide during the applicable policy period. Please refer to the policy.

**Premium Basis:** 

(A) Area; (C) Total Cost; (P) Payroll; (S) Sales/Receipts; (U) Each Unit

(M) Public Area Square Feet

(O) Other:

### **Covered Premises And Operations**

Address	Classification /Exposure	Class Code	Prem. Basis	Annual Exposure	Rate	Advance Premiun
3052 Valley Avenue Suite 100 Winchester, VA 22601-2673	Office Buildings	65123	Incl	Included	Included	Included
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**Policy Number:** 60627-00-51

Effective Date: 04-01-2025

Coverage	Amount /Dat
General Aggregate (Other Than Products & Completed Operations)	\$2,000,000
Products And Completed Operations Aggregate	\$1,000,000
Personal And Advertising injury	Included
Each Occurrence	\$1,000,000
Tenants Liability (Each Occurrence)	\$100,000
Medical Expense (Each Person)	\$5,000
Pollution Exclusion - Hostile Fire Exception	Included
Directors & Officers Liability - Per Claim	\$1,000,000
Directors & Officers Liability - Aggregate	\$1,000,000
Directors & Officers Liability (Self Insured Retention)	\$1,000
Directors & Officers Liability Retroactive Date	04/01/2020
Per Location General Aggregate Limit	Included



**Policy Number:** 60627-00-51 **Effective Date:** 04-01-2025

**Policy Forms And Endorsements Attached At Inception** 

Number	Title
25-2110	Notice - No Workers' Compensation Covg
25-6628ED1	Important Information About Your Renewal
25-8083	Flood Exclusion Insurance Notice - VA
25-9200ED3	Farmers Privacy Notice
25-9212	VA P/H Notice - D And O
56-6191	Cyber Liability & Data Breach Dec
BP00021299	Businessowners Property Coverage Form
BP00060197	Businessowners Liability Coverage Form
BP00090197	Businessowners Common Policy Conditions
BP04170196	Employment-Related Practices Exclusion
BP04340197	Businessowners Computer Coverage
BP04550197	Tenants Liability Coverage
BP04630101	VA Ordinance Or Law Covg-Broad
BP05140103	War Liability Exclusion
BP17010197	Condominium Association Coverage
E2010-ED3	Conditional Exclusion Of Terrorism
E2042-ED2	Multiple Or Enhanced Damages Exclusion
E3020-ED1	Outdoor Trees, Shrubs And Plants
E3027-ED1	No Covg Certain Computer Related Losses
E3342-ED2	Personal And Advertising Injury Coverage
E3432-ED5	Commercial Real Estate Premier Endsmt
E4009-ED2	Fungi Exclusion
E4297-ED1	D & O Liab Covg Form
E6036-ED1	Lead Poisoning And Contamination Excl
E6278-ED2	Blanket Limits - Building & Bus Property
ILP0510113	VA Earthquake Excl Advisory Notice
IL00210498	Nuclear Energy Liability Exclusion
IL00220587	Eff Time Change - Replacement Of 12 Noon
IL00440690	Virginia Changes - Policy Period
J6300-ED3	Disclosure - Terrorism Risk Ins Act
J6316-ED2	Excl Of Loss Due To Virus Or Bacteria
J6351-ED2	Limited Terrorism Exclusion
J6353-ED2	Change To Limits Of Insurance
J6572-ED1	Business Income & Extra Expense
J6612-ED2	Equipment Breakdown Coverage Endorsement
J6740-ED1	Two Or More Coverage Forms
J6828-ED1	Ltd Covg For Fungi, Wet/Dry Rot
J6849-ED2	Deductible Provisions
J7110-ED2	Exclusion Confidential Info
J7115-ED1	Excl Asbestos/Silica/Silica-Related Dust
J7122-ED2	Loss Payment - Profit, Overhead & Fees

**Policy Number:** 60627-00-51

**Policy Forms And Endorsements Attached At Inception** 

Effective Date: 04-01-2025

Number	Title
J7131-ED1	Dishonesty Excl-Tenant Vandal Excp
J7133-ED1	Limited Biohazardous Substance Cov
J7136-ED1	Pollution Exclusion - Expanded Exception
J7138-ED1	Bus Inc & Extra Exp - Partial Slowdown
J7148-ED1	Amendment Of Emp Dishonesty Cvg
J7157-ED1	Damage To Property Exclusion Revised
J7182-ED1	Drone Aircraft Coverage
J7183-ED1	Limitation - Designated Premises/Project
J7230-ED1	Supplementary Payments
J7493-ED1	Windstorm Or Hail Loss Cond Amendment
J7504-ED1	Cosmetic Damage Exclusion Endorsement
J7507-ED1	Cyber Incident Exclusion
J7541-ED1	Broad Abuse Or Molestation Exclusion
J7544-ED1	Cyber Incident Liability Exclusion
J7545-ED1	Exclusion - Violation Of Laws
J7546-ED1	Exclusion PFAS
W1173-ED4	Virginia Changes
W2335-ED1	VA Chgs-Volunteer Fire Dept Svc Charge





### DECLARATIONS CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE

THIS COVERAGE INCLUDES CLAIMS MADE AND REPORTED COVERAGES. SUBJECT TO ITS TERMS, THIS COVERAGE FORM'S CLAIMS MADE COVERAGES APPLY ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE COMPANY AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 30 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, DURING THE OPTIONAL EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS CLAIMS EXPENSES, WHICH INCLUDES DEFENSE COSTS, SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THE COVERAGE FORM CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

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**Policy Number** 60627-00-51

Insured

Mailing **3052 VALLEY AVENUE** 

SUITE 100 **Address** 

WINCHESTER, VA 22601-6478

**Policy** 

From: <u>04-01-2025</u>

Period To:

04-01-2026 12:01 A.M. Standard time at your mailing address shown above.

Retroactive Date: 04/01/2016

Continuity Date: 04/01/2016

### **Optional Extension Period:**

Length of optional extension period: \_

If no time period is stated, optional extension period coverage is not provided.

Cyber Extortion Hot Line: 1-800-435-7764



Policy Number: 60627-00-51 Effective Date: 04-01-2025

Coverage	Limit Of Insurance	Retention/Waiting Period
Aggregate Limit of Liability	\$50,000	
Insuring Agreement A - Information Security & Privacy Liability	\$50,000	\$2,500
Insuring Agreement B - Privacy Breach Response Services	\$50,000/ 5,000 Notified Individuals	.\$2,500/ 100 Notified Individuals
Insuring Agreement C - Regulatory Defense & Penalties	\$50,000	\$2,500
Insuring Agreement D - Website Media Content Liability	\$50,000	\$2,500
Insuring Agreement E - PCI Fines, Expenses And Costs	\$10,000	\$2,500
Insuring Agreement F - Cyber Extortion	\$50,000	\$2,500
Insuring Agreement G - First Party Data Protection	\$50,000	\$2,500
Insuring Agreement H - First Party Network Business Interruption Income Loss/Extra Expense Waiting Period	\$50,000	\$2,500 12 hours

### Policy Forms And Endorsements Attached At Inception

Number	Title	
25-8938 J7155-ED1 W2340-ED1	VA P/H Regarding Claims-Made Cyber Liability Coverage Form Cyber Liab - VA Amendatory Endor	



J7546 1st Edition

# **EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COVERAGE FORM BUSINESSOWNERS LIABILITY COVERAGE FORM CONDOMINIUM LIABILITY COVERAGE FORM

The Apartment Owners Liability Coverage Form, the Businessowners Liability Coverage Form and the Condominium Liability Coverage Form, and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM, are amended as follows:

A. The following is added to Section B. Exclusions:

This insurance does not apply to:

### Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, or "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, 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, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.
- **B.** For the purposes of this endorsement, the following is added to Paragraph **F. Liability And Medical Expenses Definitions**:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - **a.** Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
  - **b.** Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
  - c. Perfluoropolyethers (PFPE);
  - d. Fluorotelomer-based substances; or
  - e. Side-chain fluorinated polymers; or
- Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph B.1.





### Dear Valued Customer,

Have the growth of your business and rising labor costs reduced the accuracy of the payroll or revenue shown on your policy? Have increased costs and inflationary trends reduced the protection provided by your policy? Building and Business Personal Property insurance limits, once adequate, may no longer meet today's repair or replacement costs.

To help compensate for these inflationary trends, the limits of insurance for Building and/or Business Personal Property coverages have been increased by a modest percentage. To keep your policy current with rising labor costs and normal business growth, the payroll and/or revenue have also been increased by a modest percentage.

This renewal offer includes the adjusted limits of insurance, payroll, revenue, and premium for your policy. The adjustments are relatively small, and they're based on estimated increases in the past year's construction and repair costs, as well as other inflationary factors, such as rising labor costs and normal business growth.

These increases do not guarantee adequate coverage for any loss; they are based on estimates. It is possible, for example, that updates or improvements to your property or increased sales might cause your individual needs for coverage to be greater than the amount provided by these adjustments. If you have not reviewed your policy recently, the effects of inflationary changes over time create the likelihood that the increases we made are less than the increases you need for optimal coverage.

These changes are made to better serve your insurance needs, and we encourage you to contact your Farmers agent, who will be pleased to help you with a comprehensive review of your policy.

Acceptance of these changes does not waive the provisions of the coinsurance clause or any other policy clause.

Thank you for choosing Farmers. We appreciate your business.





J7504

### COSMETIC DAMAGE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the:

APARTMENT OWNERS PROPERTY COVERAGE FORM CONDOMINIUM PROPERTY COVERAGE FORM BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

#### SCHEDULE

Premises Number	Building Number
	4 2
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Information required to complete this Schedule, if no	ot shown above, will be shown in the Declarations.

- **A.** The following provision applies with respect to the building(s) identified in the Schedule above: We will not pay for "cosmetic damage" caused by windstorm or hail to metal roof surfaces, "metal roof materials", or "metal exterior building surfaces" that are part of the buildings and structures.
- B. For purposes of this endorsement, the following definitions apply:
  - 1. "Cosmetic damage" means:

Marring, pitting or other superficial damage that has altered the exterior appearance of the metal roof surfaces, "metal roof materials", "metal exterior building surfaces", and/or their finishes, caused by windstorm or hail. This includes, but is not limited to, any disfigurement, blemish, discoloration, weathering, stretching, scratching, chipping, cracking, scorching, denting, creasing, gouging, fading, staining, tearing, oxidizing, blistering, or thinning.

- 2. "Metal roof materials" include:
  - a. All metal component parts of the roof which are exposed to the weather, including those which extend above the surface of the roof, including, but not limited to all vents, vent caps, turbines and piping;
  - **b.** Any materials that are installed when repairing or replacing "metal roof materials", including, but not limited to, sheathing, decking, and flashing.
- 3. "Metal exterior building surfaces" include:
  - a. HVAC unit enclosures, covered parking structures, skylights, flashings, chimney caps, siding, doors, roofs, walls, window frames and gutters.





J7544 1st Edition

### CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COVERAGE FORM BUSINESSOWNERS LIABILITY COVERAGE FORM CONDOMINIUM LIABILITY COVERAGE FORM

The applicable Liability Coverage Form and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM are 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. 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.





J7545

# EXCLUSION - VIOLATION OF LAWS ADDRESSING RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION AND DATA PRIVACY

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COVERAGE FORM BUSINESSOWNERS LIABILITY COVERAGE FORM CONDOMINIUM LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 1. Applicable To Business Liability Coverage under B. Exclusions in the applicable Liability Coverage Form and Section II - Liability of the BUSINESSOWNERS COVERAGE FORM:

This insurance does not apply to:

### Violation of Laws Addressing Recording And Distribution Of Material Or Information And 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 any of the following:

- 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law.
- 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law.
- 3. The Fair Credit Reporting Act (FCRA), any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA).
- **4.** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- 5. 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:

- (a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law.
- **6.** 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.

