Community Association Policy

Declarations

WITH RESPECT TO ASSOCIATION LIABILITY COVERAGE PART, THIS IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE NAMED ENTITY INSUREDS DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES.

THE CRIME COVERAGE PART APPLIES TO A COVERED LOSS SUSTAINED RESULTING FROM ACTS OR EVENTS OCCURRING DURING THE POLICY PERIOD UNLESS CERTAIN CONDITIONS CONCERNING PRIOR INSURANCE ARE MET.

DEFENSE COSTS INCURRED UNDER COVERAGE PARTS A REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

NAMED ENTITY AND MAILIN	NG ADDRESS	NAMED ENTITY NUMBER AND PHYSICAL ADDRESS	
Item1.			
Hiland Hills Townhouse Owners Association, Inc.		Hiland Hills Townhouse Owners Association, Inc.	
c/o LCM Property Management 1776 South Jackson Street, Suite 530 Denver, CO 80210		7995 East Mississippi Avenue A-K Denver, CO 80247	
POLICY NUMBER	INSURER		
0251185143		Continental Casualty Company CNA Plaza, Chicago, IL 60685	

Item 2.	Policy Period:1	1/28/2010	to	11/28/2011	
	12:01 a.m. local time	e at the address s	tated in Iten	າ 1.	
Item 3.	Policy Premium:	\$1,339.00			

11/00/0010

Item 4. Notices to Insurer:

Claims: Claim Manager
CNA Global Specialty Lines
40 Wall Street, 8th Floor
New York, New York 10005

Managing General Underwriter
5161 Lankershim Blvd.
North Hollywood, CA 91601

Item 5. Coverage:

This Policy is issued with the Limits of Liability and Retentions set forth, subject to the Prior or Pending Date, if applicable all as set forth in the schedule below.

44/00/0044

Defense Costs are included within the applicable limit of liability for **Association Liability Coverage Part.** Defense costs are neither covered nor included within the applicable limits(s) of liability for the **Crime Coverage Part**.

This Policy includes *only* those coverages designated with a "Yes" as "Included" in column 1 of the Coverage Schedule set forth below. *If neither "Yes" or "No" is designated for a Coverage Part* or a specific Crime Coverage Part Insuring Agreement, such Coverage Part or specific Crime Coverage Part Insuring Agreement is not included.



Declarations

Coverage Part	1 INCLUDED (YES OR NO)	SCHEDULED LIMITS OF LIABILITY	SCHEDULED RETENTIONS	PRIOR OR PENDING DATE
Association Liability	Y	\$1,000,000 Aggregate Limit of Liability for all Loss paid on behalf of all Named Entity Insureds for all Claims first made during each Policy Period.	\$1,000	11/28/2008
Crime:		\$ per loss		Not Applicable
Insuring Agreement 1: Employee Theft	N	n/a	n/a	
Insuring Agreement 2: Forgery or Alteration	N	n/a	n/a	
Insuring Agreement 3: Theft, Disappearance and Destruction	N	n/a	n/a	
Insuring Agreement 4: Computer Fraud and Wire Transfer Fraud	N	n/a	n/a	

Item 6. Property Manager: LCM PROPERTY MANAGEMENT, INC.

> Property Manager Prior or Pending Date: 11/28/2008

Contact for correspondence and notice to the Property Manager:

Name:

Address: 1776 South Jackson Street

Suite 530

Denver, CO 80210 Endorsements forming a part of this Policy at issuance: Item 7.

> G-145171-A Policy Form

GTC G-145170-A G-144233-F 0⁻ General Terms & Conditions Offer Of Terrorism Coverage 01 G-145127-A05 06 - Cancellation and Non-renewal endt.

G-145129-A05 06

Amendatory Changes Bi-Lateral Optional Extended Reporting Period GSL11876XX (1/09)

GSL8393 (12-06) GSL3886 01 Remove Specified Peril Coverage And Cap On Losses

Breach Of Contract Defense Coverage GSL8394 (12/06) GSL4393 04/05 **Defense Costs Limits Endorsement**



Community Association Policy

Declarations

These Declarations, along with the completed and signed **Application**, the Policy, and any written endorsements attached shall constitute the contract between the **Named Entity Insureds** and the Insurer.

Authorized Representative

ate: **0** 8/25/2010





DEFENSE COSTS LIMITS ENDORSEMENT

In consideration of additional premium paid, it is hereby understood and agreed that, solely with respect to the **Liability Coverage Part**, the Policy is amended as follows:

1. The notices at the top of the Declarations and page 1 of the Policy are deleted in their entirety and the following is inserted:

WITH RESPECT TO ASSOCIATION LIABILITY COVERAGE PART, THIS IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE NAMED ENTITY INSUREDS DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES.

THE CRIME COVERAGE PART APPLIES TO A COVERED LOSS SUSTAINED RESULTING FROM ACTS OR EVENTS OCCURRING DURING THE POLICY PERIOD UNLESS CERTAIN CONDITIONS CONCERNING PRIOR INSURANCE ARE MET.

DEFENSE COSTS INCURRED UNDER THE ASSOCIATION LIABILITY COVERAGE PART ARE SUBJECT TO AN ADDITIONAL SEPARATE DEFENSE COSTS LIMIT OF LIABILITY. HOWEVER, IF THE ADDITIONAL SEPARATE LIMIT OF LIABILITY FOR DEFENSE COSTS IS EXHAUSTED, DEFENSE COSTS WILL REDUCE AND MAY EXHAUST THE REMAINING LIMITS OF LIABILITY AVAILABLE UNDER THE POLICY. DEFENSE COSTS ARE SUBJECT TO THE RETENTION AMOUNTS. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

2. Item 5 of the Declarations, Coverage, is deleted in its entirety and amended as follows:

Item 5. Coverage

This Policy is issued with the Limits of Liability and Retentions set forth, subject to the Prior or Pending Date, if applicable as set forth in the schedule below.

Defense Costs are in addition to the Limit of Liability for Association Liability Coverage Part. Defense Costs are neither covered nor included within the applicable limits(s) of liability for the Crime Coverage Part.

- a. Association Liability Scheduled Limit of Liability for All Liability Loss
 \$1,000,000 aggregate Limit of Liability applicable to all Liability Loss paid on behalf of all Named Entity Insureds for all Claims first made during each Policy Period.



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

01 Must be Completed		Complete Only When This E or is Not to l	
ENDT. NO. GSL4393 4/05	POLICY NO. 0251185143	ISSUED TO	

Complete Only When This Endorsement Is Not Prepared with the Policy	
or is N	ot to be Effective with the Policy
ISSUED TO	EFFECTIVE DATE OF
	THIS ENDORSEMENT

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Authorized Representative

Page 1 of 2 GSL4393XX(4-05)

CNA INSURANCE COMPANIES

3. The General Terms & Conditions, Section V, LIMIT OF LIABILITY/RETENTIONS, is amended as follows:

Paragraph 1.c. is deleted in its entirety;

The following new language is added:

All **Defense Costs** shall first be applied to the **Defense Costs** limit of liability. If and when such limit of liability for **Defense Costs** is exhausted by payment of **Defense Costs**, then and in that event only shall any remaining **Defense Costs** be applied to the applicable limit of liability for **Liability Loss**.

The Insurer is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a Claim or pay any Loss, if the aggregate limit of liability applicable to Liability Loss has been exhausted by the payment of Loss other than Defense Costs, payment of Defense Costs, or the payment of both, even if any of the additional limit of liability applicable to Defense Costs remains. In such case, the Insurer shall have the right to withdraw from the further investigation, defense or settlement of such Claim by tendering such investigation, defense or settlement to the Named Entity Insureds.

However, if the aggregate additional Limit of Liability applicable to **Defense Costs** is exhausted and the Limit of Liability applicable to **Liability Loss** is not yet exhausted, the Insurer's obligation to defend any **Liability Claim** or pay **Liability Loss**, including **Defense Costs**, shall not be extinguished, unless and until the maximum aggregate Limit of Liability for all **Liability Loss** is exhausted.

- 4. The General Terms & Conditins, Section VI, DEFENSE AND SETTLEMENT, subparagraph 1 is deleted in its entirety and replaced with the following:
 - 1. Defense of Claims

The Insurer has the right and duty to defend all **Liability Claims**, even if the allegations are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **Liability Claim** as it deems necessary The Insurer's obligation to defend any **Liability Claim** or pay any **Liability Loss**, including **Defense Costs**, shall be completely fulfilled and extinguished if the Limit of Liability applicable to all **Loss**, set forth in Item 5 of the Declarations, has been exhausted, even if any Limit of Liability applicable to **Defense Costs**, set forth in Item 5 of the Declarations, remains. In such case, the Insurer shall have the right to withdraw from the further investigation, defense or settlement of such **Liability Claim** by tendering such investigation, defense or settlement to the **Named Entity Insureds**. or if the **Named Entity** has failed to pay its full retention for reasons other than **Financial Insolvency**.

All other terms and conditions of the Policy remain unchanged



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

01	Must be Completed	
ENDT. NO. GSL4393 4/05	POLICY NO. 0251185143	

Complete Only When This Endorsement Is Not Prepared with the Policy		
or is Not to be Effective with the Policy		
ISSUED TO	EFFECTIVE DATE OF	
	THIS ENDORSEMENT	

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Authorized Representative

Page 2 of 2 GSL4393XX(4-05)



BREACH OF CONTRACT DEFENSE COVERAGE WITH SUBLIMIT ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that the Liability Coverage Part, Section III, EXCLUSIONS, is amended as follows:

- 1. Paragraph 1, Exclusions Applicable to All Loss, subparagraph m. is deleted in its entirety and replaced as follows:
 - m. for:
 - (1) a **Named Entity Insured s** actual or alleged liability under any oral contract or agreement, including but not limited to express warranties or guarantees. Provided, however, that this exclusion shall not apply to any **Claim** for liability under an employment contract;
 - (2) liability of others assumed by the **Named Entity Insured** under any oral or written contract or agreement,

except that coverage otherwise available to a **Named Entity Insured** shall apply to such **Named Entity Insured s** liability that exists in the absence of such contract or agreement; or

- 2. Paragraph 2. Exclusions Applicable to Loss Other than Defense Costs, is amended to add the following new Exclusion:
 - The Insurer shall not be liable to pay that portion of **Loss**, other than **Defense Costs**, for:
 - a **Named Entity Insured s** actual or alleged liability under any written contract or agreement, including but not limited to express warranties or guarantees. Provided, however, that this exclusion shall not apply to any **Claim** for liability under an employment contract;
 - except that coverage otherwise available to a **Named Entity Insured** shall apply to such **Named Entity Insured s** liability that exists in the absence of such written contract or agreement.
 - **Defense Costs** coverage provided herein shall be subject to the following Retention and Sublimit. Such sublimit shall be included within, and not in addition to, the aggregate Limit of Liability **Loss** as stated in Item 5. on the Declarations.

Retention: \$ 1000 per Claim

Sublimit: \$ 1000000 per Claim and in the aggregate

All other terms and conditions of the Policy remain unchanged.



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

02	Must be Completed	
ENDT. NO. GSL8394 12/06	POLICY NO. 0251185143	

Complete Only When This Endorsement Is Not Prepared with the Policy		
or is Not to be Effective with the Policy		
ISSUED TO EFFECTIVE DATE OF		
	THIS ENDORSEMENT	

G8394 Authorized Representative

Page 1 of 1 GSL8394XX(12-06)

IMPORTANT INFORMATION

NOTICE – OFFER OF TERRORISM COVERAGE NOTICE – DISCLOSURE OF PREMIUM

THIS NOTICE DOES NOT FORM A PART OF YOUR POLICY, GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Notice is designed to alert you to coverage restrictions and to certain terrorism provisions in the policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

CHANGE IN THE DEFINITION OF A CERTIFIED ACT OF TERRORISM

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally the Act provides that to be certified an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism".

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium charge for terrorism coverage for your policy is \$0.



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

03 Must be Completed	
ENDT. NO. G-144233-F 01/08	Policy NO. 0251185143

Complete Only When This Endorsement Is Not Prepared with the Policy
or is Not to be Effective with the Policy
ISSUED TO
EFFECTIVE DATE OF
THIS ENDORSEMENT

Authorized Representative

Page 1 of 2

G-144233-F(Ed.01/08)

G1442331

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 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

03 Must be Completed	
ENDT. NO. G-144233-F 01/08	Policy NO. 0251185143

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy		
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT	

G1442332

Authorized Representative

Page 2 of 2 G-144233-F(Ed.01/08)

CANCELLATION AND NONRENEWAL ENDORSEMENT - COLORADO

In consideration of the premium paid for this Policy, it is agreed that the **General Terms & Conditions** are amended as follows:

Section VIII., CANCELLATION is deleted in its entirety and replaced with the following:

VIII. Cancellation/Nonrenewal

Cancellation by the Named Entity

The **Named Entity** has the right to cancel this Policy at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective.

- 2. Cancellation by the Insurer
 - a. The Insurer has the right to cancel the Named Entity's Policy at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. All notices shall be mailed to the Named Entity at the last mailing address known to the Insurer.
 - b. After the **Named Entity's** Policy has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:
 - (1) Nonpayment;
 - (2) Policy obtained through material misrepresentation;
 - (3) The risk originally accepted has measurably increased.

The Insurer must mail notice of cancellation at least forty-five (45) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium the notice will specify that as the reason for cancellation. All notices shall be mailed to the **Named Entity** at the last mailing address known to the Insurer.



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

04 Must be Completed	
ENDT. NO. G-145127-A05 06/03	POLICY NO. 0251185143

Complete Only When This Endorsement Is Not Prepared with the Policy		
or is Not to be Effective with the Policy		
ISSUED TO	EFFECTIVE DATE OF	
	THIS ENDORSEMENT	

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Authorized Representative

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Entity's** Policy effective on any Policy anniversary date. All notices of non-renewal must be mailed to the **Named Entity** at the last mailing address known to the Insurer, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

4. Changes

If the renewal of the **Named Entity's** Policy will be subject to an increase in premium or a reduction in coverage, the Insurer will provide written notice to the **Named Entity** of its intention to increase premium or reduce coverage, including the reason, at the last mailing address known to the Insurer at least forty-five (45) days before the effective date.

Any decrease in coverage must be based on one or more of the following reasons:

- a. non-payment of premium;
- b. a false statement knowingly made by the **Named Entity Insureds** on the application for insurance; or,
- c. a substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of this Policy unless the **Named Entity** has notified the Insurer of the change and the Insurer accepts such change.

All other provisions of the Policy remain unchanged.



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

04 Must be	Completed
ENDT. NO. G-145127-A05 06/03	POLICY NO. 0251185143

Complete Only When This Endorsement Is Not Prepared with the Policy		
or is Not to be Effective with the Policy		
ISSUED TO	EFFECTIVE DATE OF	
	THIS ENDORSEMENT	

1127CO2

Authorized Representative

AMENDATORY CHANGES - COLORADO

In consideration of the premium paid for this Policy, it is agreed that the **Association Liability Coverage Part** is amended as follows:

Section II., **DEFINITIONS**, paragraph 4 is deleted in its entirety and replaced with the following:

- 4. Loss means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest) and **Defense Costs** for which the **Named Entity Insureds** are legally obligated to pay on account of a covered **Claim**. Loss shall not include:
 - a. criminal or civil fines or penalties imposed by law;
 - b. taxes:
 - c. any amounts for which there is no legal recourse against the Named Entity Insureds; or
 - d. matters which are uninsurable under the law pursuant to which this Policy is construed.

All other provisions of the Policy remain unchanged.



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

05 Must be	Completed
ENDT. NO. G-145129-A05 06/03	POLICY NO. 0251185143

Complete Only When This Endorsement Is Not Prepared with the Policy		
or is Not to be Effective with the Policy		
ISSUED TO	EFFECTIVE DATE OF	
	THIS ENDORSEMENT	

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Authorized Representative



BI-LATERAL OPTIONAL EXTENDED REPORTING PERIOD

In consideration of the premium paid for this Policy, it is agreed that the **General Terms & Conditions**, Section III. **EXTENDED REPORTING PERIOD/DISCOVERY**, paragraph 2 is deleted in its entirety and replaced with the following:

- 2. If the **Named Entity** cancels or non-renews or the Insurer non-renews this Policy, the **Named Entity** shall have the right to purchase, upon payment of an additional premium equal to 100% of the annualized **Policy Premium**, an extension of this Policy for a period of 12 months immediately following the end of the automatic Extended Reporting Period, but only with respect to;
 - a. under the Liability Coverage Part, any Wrongful Act committed before the earlier of the end of the Policy Period or the effective date of any Change in Status;
 - b. under the **Crime Coverage Part**, loss sustained completely prior to the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**, which is discovered by the **Named Entity** no later than one year from the date of that termination or cancellation.

This period shall be referred to as the optional Extended Reporting Period.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

Must be Completed	
ENDT. NO.	POLICY NO.
GSL11876XX (1/09)	0251185143

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy		
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT	

GSL11876

REMOVE SPECIFIED PERIL

In consideration of the premium paid for this Policy, it is agreed that the Liability Coverage Part is amended as follows:

- 1. Section II. **DEFINITIONS**, Definition 7., **Specified Peril** is deleted in its entirety.
- 2. Section **III. EXCLUSIONS**, Paragraph 1., <u>Exclusions Applicable to All Loss</u>, subparagraph (4) **Specified Peril**, is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

07 Must be Completed	
ENDT. NO.	POLICY NO.
GSL8393 (12-06)	0251185143

Complete Only When This Endorsement Is Not Prepared with the Policy		
or is Not to be Effective with the Policy		
ISSUED TO	EFFECTIVE DATE OF	
	THIS ENDORSEMENT	

G8393 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE AND CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Wherever used in this endorsement: 1) "We" means the Insurer listed on the policy declarations page; and 2) "Your" means the Named Insured listed on the policy declarations page.

This endorsement modifies insurance provided under "your" policy.

The changes set forth below are applicable only to those Coverage Parts included within the scope of this endorsement. The Coverage Parts included within the scope of this endorsement are indicated by "Yes" as included. If neither "yes" nor "no" is designated for a Coverage Part, such Coverage Part is not included.

Included	Form Number	Coverage Part	Premium
Yes	G-145171-A	Association Liability	\$0
No	G-145172-A	Commercial Crime	n/a

This policy provides coverage for losses arising from "Certified Acts of Terrorism" subject to all other terms and conditions of this policy.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and "we" have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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



This endorsement forms a part of the policy. It is subject to the same inception date, unless otherwise stated. This endorsement expires concurrently with said policy.

08 Must be Completed	
ENDT. NO. GSL3886 01/08	Policy NO. 0251185143

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Authorized Representative

Page 1 of 1

GSL3886 (Ed. 01/08)

GSL3886

CNA INSURANCE COMPANIES