



January 13, 2012

111 MORGAN CONDOMINIUM ASSOCIATION  
111 SOUTH MORGAN AVENUE  
C/O FOSTER PREMIUM  
CHICAGO, IL 60607

RE: Risk Management PLUS+ Online® from Travelers Bond & Financial Products  
([www.rmplusonline.com](http://www.rmplusonline.com))

Thank you for choosing Travelers Bond & Financial Products for your insurance needs. Travelers is a market leader in providing management liability coverage that is in-synch with your community association. As your risks evolve, so do we through our ability to provide you with responsive risk management services.

Travelers Bond & Financial Products is pleased to provide you with Risk Management PLUS+ Online, the industry's most comprehensive program for mitigating your management liability exposures. The site includes risk management tools for the following coverage related exposures:

- Employment Practices Liability
- Fiduciary Liability
- Non-Profit Directors & Officers Liability
- Crime
- Kidnap and Ransom
- Identity Fraud Expense Reimbursement

Risk Management PLUS+ Online is a flexible, comprehensive loss prevention program specifically designed for Travelers Bond & Financial Products customers and is available to you at no additional cost. Included in the site is a library of articles, checklists and training on relevant risk mitigation topics for the management liability areas mentioned above.

Highlights of Risk Management PLUS+ Online services include:

- Web-based risk management training
- Weekly articles on current issues
- Model policies and forms for downloading or printing that cover major risks associated with the workplace

The attached Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

We strongly encourage you to take full advantage of this program. Once again, thank you for choosing Travelers Bond & Financial Products.

KDRM-LTR1 (06/08)

## Instructions for Registration & Orientation to Risk Management PLUS+ Online®

### *Registration for Site Administrators:*

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com).
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP140000 (**Please note there are 4 letters followed by 6 numbers in the code**)
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

### *Learning to Navigate the Site:*

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com). On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

## **POLICY DISCLOSURE NOTICE - TERRORISM RISK INSURANCE ACT OF 2002**

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the Federal Government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

Please note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and does not include any charge for the portion of losses covered by the Federal Government under the Act. The charge is no more than one percent of your premium.

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**Issuing Company: Travelers Casualty and Surety Company of America  
Policy Number: 104262501**



NON-PROFIT MANAGEMENT AND ORGANIZATION LIABILITY  
INSURANCE POLICY

DECLARATIONS

POLICY NO. 104262501

Travelers Casualty and Surety Company of America  
Hartford, CT 06183  
(Herein, the "Insurer")

**THIS IS A CLAIMS MADE AND REPORTED POLICY WITH DEFENSE COSTS INCLUDED IN THE LIMIT OF LIABILITY.  
PLEASE READ THE ENTIRE POLICY CAREFULLY.**

**NOTICE: THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE "INSUREDS" DURING THE "POLICY PERIOD" AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS "DEFENSE COSTS." ANY "DEFENSE COSTS" THAT ARE INCURRED SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION. THE INSURER SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY CLAIM AGAINST THE INSUREDS UNDER THIS POLICY.**

**ITEM 1. INSURED ORGANIZATION'S NAME and PRINCIPAL ADDRESS:**

111 MORGAN CONDOMINIUM ASSOCIATION  
111 SOUTH MORGAN AVENUE  
C/O FOSTER PREMIUM  
CHICAGO, IL 60607

**ITEM 2. POLICY PERIOD:**

(a) From February 17, 2010      (b) To February 17, 2013      at 12:01 a.m.  
Local Time both dates at the Principal Address stated in ITEM 1

**ITEM 3. LIMIT OF LIABILITY (Inclusive of Defense Costs):**

\$2,000,000.00 maximum aggregate Limit of Liability for all Claims first made in the Policy Period.

**ITEM 4. RETENTION:**

(a) No Retention shall apply to Non-Indemnified Loss  
(b)                  \$1,000.00 all Indemnified Loss.

**ITEM 5. PREMIUM:**

\$2,325.00 prepaid premium for the Policy Period.

**ITEM 6. PREMIUM FOR DISCOVERY PERIOD: \$1,743.75**

**ITEM 7. LENGTH OF DISCOVERY PERIOD: 365 days.**

**ITEM 8. NOTICE REQUIRED TO BE GIVEN TO THE INSURER SHALL BE ADDRESSED TO:**

Travelers Bond & Financial Products Claim  
One Tower Square, 2S2  
Hartford, CT 06183

**ITEM 9. PENDING AND PRIOR LITIGATION DATE: February 17, 2004**

**ITEM 10. ENDORSEMENTS ATTACHED AT ISSUANCE:**

ILT-1018 01-08, 72121 08-98, 70064 04-00, 70008 12-02, ILT-1067 01-08, 72023 01-03, 70003IL 09-99, 70002 08-98, 70007 02-02, 70004IL 04-00, 72047 08-96

These Declarations, the completed signed Application and their attachments and any materials submitted therewith, and Policy form 72001 (06/98) with Endorsements shall constitute the contract among the Insurer and the Insureds ("Policy").

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Countersigned By (if required)

CIRI 72000 (06/98)



## **IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

**Illinois Amendatory Endorsement**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

In consideration of the payment of premium, it is hereby understood and agreed that:

1. The Insurer may non-renew this Policy by mailing to the Parent Organization advance written notice of non-renewal sixty (60) days prior to the Policy Termination Date at the Parent Organization's last known mailing address and to the agent of record.
2. Section II(C), Defense Costs, is deleted and replaced with the following:

Defense Costs means that part of Loss consisting of reasonable costs, charges and expenses (including but not limited to attorney fees) incurred solely in defending or investigating Claims, including appeals therefrom. Defense Costs does not include salaries, wages, overhead or benefit expenses of any Insured or the Insurer.

3. Section III(C), Discovery Period, is deleted and replaced with the following:

**C. DISCOVERY PERIOD**

- 1) If the Insurer or the Parent Organization cancels or fails or refuses to renew this Policy for any reason, or if the Insurer offers renewal to the Parent Organization under terms and conditions less favorable to the Parent Organization than offered under this Policy ("Conditional Renewal"), then the Parent Organization shall have the right, on payment of the additional premium shown in Item 6 of the Declarations, to an extension of the coverage granted by this Policy for any Claim first made during the period of twelve (12) months following the Policy Termination Date, but only with respect to any actual or alleged Wrongful Act committed or allegedly committed before the Policy Termination Date.
  - 2) The right to purchase the Discovery Period shall terminate unless written notice of the election of the Discovery Period is received by the Insurer by certified mail, prepaid express courier or facsimile within thirty (30) days after the Policy Termination Date, together with full payment of the premium for the Discovery Period. In the event that such notice and premium payment are not so given to the Insurer, there shall be no right to purchase the Discovery Period at any later date.
  - 3) If the Discovery Period is purchased, the entire premium for the Discovery Period shall be deemed earned at its commencement.
  - 4) The purchase of the Discovery Period shall not increase or reinstate the maximum aggregate Limit of Liability set forth in Item 3 of the Declarations.
- 4) Section V.(C), is deleted and replaced with the following:

### **C. ACQUISITION OF PARENT ORGANIZATION**

If during the Policy Period (1) the Parent Organization is acquired by merger into or consolidation with another organization, or (2) another organization, or person or group of organizations and/or persons acting in concert acquires the ability to control or direct the Parent Organization's managerial decisions or to select a majority of its trustees or directors, then coverage under this Policy shall continue until termination of the Policy Period, but only with respect to Claims for Wrongful Acts taking place prior to such merger consolidation or acquisition. Upon the Insurer's receipt from the Insureds of notice of such merger, consolidation or acquisition, the Insurer shall promptly provide to the Parent Organization alternative quotations for a three-year and six-year extension of coverage (or any lesser periods which the Insureds may request) with respect to Claims for such prior Wrongful Acts. Any coverage extension pursuant to such quotations shall be conditioned upon: (1) the Insureds giving to the Insurer written notice during the Policy Period of their desire to elect such extended coverage, (2) any premium paid or to be paid under this Policy being deemed fully earned upon inception of such coverage extension, (3) payment during the Policy Period by the Insureds of any additional premium required by the Insurer.

The purchase of any such coverage extension shall not increase or reinstate the maximum aggregate Limit of Liability set forth in Item 3 of the Declarations.

The Parent Organization shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable together with such information as the Insurer may require.

- 5) Section V.(K) is deleted and replaced with the following:

### **K. OTHER INSURANCE**

Such insurance as is provided under this Policy shall apply only as excess over any other valid and collectible insurance. If determined that this Policy and another insurance policy shall apply as primary, the company shall not be liable under this Policy for a greater proportion of such Loss and claims expenses than the applicable Limit of Liability stated in the declaration bears to the total applicable limit of liability of all valid and collectible insurance against such Loss.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned Policy, except as expressly stated herein. This endorsement is part of such Policy and incorporated therein.

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Authorized Representative

**AMENDED DEFINITION OF INSURED TO INCLUDE PROPERTY MANAGER**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

In consideration of the payment of premium:

1. Section II. **DEFINITIONS**, sub-paragraph **G. Insured** is amended to include:
  - a. any independent management organization under a written contractual agreement solely with the **Insured Organization** (a "Property Manager") and
  - b. any director, officer or employee of a Property Manager

but only while performing property management services for the **Insured Organization** which are enumerated in such written contractual agreement.
2. Section **IV. EXCLUSIONS** is amended by adding the following:

brought or maintained by or on behalf of the **Insured Organization** against any **Insured** added pursuant to paragraph 1 of this endorsement;
3. If any **Claim** made against a Property Manager or any director, officer or employee thereof gives rise to coverage both under this Policy and under any other liability policy of similar insurance issued by the Insurer or any of its affiliates, the Insurer's maximum aggregate limit of liability under all such policies for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed \$1,000,000.00 subject to the remaining Limits of Liability of such policies.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the inception date stated in Item 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the inception of the policy.

Accepted by:

\_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

**ISSUED BY:** Travelers Casualty and Surety Company of America

**POLICY NO:** 104262501

**ISSUED TO:** 111 MORGAN CONDOMINIUM ASSOCIATION

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

**CLAIMS AGAINST BUILDER/DEVELOPER**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

In consideration of the premium charged,

1. For purposes of this endorsement, the following terms have the following meanings:
  - a. "Builder/Developer Board Member" means any person appointed or elected to serve on the board of directors of the **Parent Organization** by the builder, developer or sponsor of the **Parent Organization**, and who was both a director or officer of the **Parent Organization** and a director, officer, employee or agent of such builder, developer, or sponsor of the **Parent Organization**;
  - b. "Policy Year" means each year of the **Policy Period** beginning with the **Policy Inception Date** and ending one year thereafter and each successive year until canceled or non-renewed.
2. The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any Builder/Developer Board Member after the end of the Policy Year in which such Builder/Developer Board Member ceases to serve on the board of directors of the **Parent Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the inception date stated in Item 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the inception of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

**ISSUED BY: Travelers Casualty and Surety Company of America**

**POLICY NO: 104262501**

**ISSUED TO: 111 MORGAN CONDOMINIUM ASSOCIATION**

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

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT**

It is agreed that:

1. The following section is added to this Policy:

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

If aggregate insured losses attributable to **Certified Acts of Terrorism** exceed \$100 billion in a program year (January 1 through December 31) and the insurer issuing this Policy has met the deductible under the Terrorism Risk Insurance Act:

- a. the insurer will not be responsible for the payment of any portion of the amount of such losses that exceeds \$100 billion; and
- b. insured losses up to \$100 billion will be subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

2. The following is added to the Definitions section of this Policy:

**“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:

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

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_

On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY: Travelers Casualty and Surety Company of America

POLICY NO: 104262501

ISSUED TO: 111 MORGAN CONDOMINIUM ASSOCIATION

**DELETION OF AMENDED OPERATION OF RETENTION WORDING**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

In consideration of the payment of the premium, Section V. **GENERAL CONDITIONS AND LIMITATIONS.** A. **LIMIT OF LIABILITY AND RETENTION.** 5) and 6) are deleted from the Policy and any endorsement thereto.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the inception date stated in Item 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the inception of the policy.

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Authorized Representative

**MULTI - YEAR POLICY PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

In consideration of the payment of the premium:

1. Section II. **DEFINITIONS** is amended to include the following:

Policy Year means, within the Policy Period, the period of one year following the Policy Inception Date of this Policy or any anniversary thereof, or if the time between the Policy Inception Date or any anniversary and the Policy Termination Date of the Policy is less than one year, such lesser period.

2. Section III. **EXTENSIONS C. DISCOVERY PERIOD**, sub-paragraph 4) is deleted and replaced in its entirety by the following:

4) The Discovery Period, if purchased, shall be treated as part of the last Policy Year prior to the inception of the Discovery Period and not an additional period. The Limit of Liability in respects to Claims made during the Discovery Period shall be part of, and not in addition to the applicable maximum Limit of Liability for Claims made or deemed made during such last Policy Year.

3. Section V. **GENERAL CONDITIONS AND LIMITATIONS**, A. **LIMIT OF LIABILITY AND RETENTION** sub-paragraph 1) is deleted in its entirety and replaced by the following:

**A. LIMIT OF LIABILITY AND RETENTION**

1) The Insurer shall pay Loss in excess of the applicable Retention set forth in Item 4 of the Declarations up to the maximum aggregate Limit of Liability set forth in Item 3 of the Declarations for all Claims made or deemed made during the applicable single Policy Year.

4. Section V. **GENERAL CONDITIONS AND LIMITATIONS**, A. **LIMIT OF LIABILITY AND RETENTION** sub-paragraph 8) is deleted in its entirety and replaced by the following:

**A. LIMIT OF LIABILITY AND RETENTION**

8) The amount set forth in Item 3 of the Declarations shall be the maximum aggregate Limit of Liability of the Insurer for all Loss from all Claims or Related Claims made or deemed to be made during any single Policy Year, regardless of the time of payment by the Insurer.

5. Section V. **GENERAL CONDITIONS AND LIMITATIONS**, B. **NOTICE**, sub-paragraph 2) is deleted and replace by the following:
  - 2) If during the Policy Period the Insureds shall become aware of any Wrongful Act which may subsequently give rise to a Claim and shall give written notice to the Insurer as soon as practicable during the Policy Period or Discovery Period (if applicable), then any Claim subsequently made against the Insureds arising out of such Wrongful Act shall be deemed to have been made during the Policy Year in which such written notice was made by the Insured. Such notice must articulate the full particulars as to the nature of the potential Claim, the date of the Wrongful Act, the persons involved and the reasons for anticipating a Claim.
6. Section V. **GENERAL CONDITIONS AND LIMITATIONS**, F. **CANCELLATION** sub-paragraph 1) is deleted in its entirety and replaced by the following:
  - 1) The Insurer may cancel this policy by mailing to the Parent Organization written notice stating the reasons for cancellation.
    - a. If the Insurer cancels for nonpayment of premium, the Insurer will mail the notice at least 10 days prior to the effective date of cancellation.
    - b. If the Insurer cancels for a reason other than nonpayment of premium, the Insurer will mail the notice at least 60 days prior to the effective date of cancellation.
  - 1.a) If this Policy has been in effect for more than 60 days, the Insurer may cancel only for one or more of the following reasons:
    1. Nonpayment of premium;
    2. The Policy was obtained through a material misrepresentation;
    3. Any Insured has violated any of the terms and conditions of the Policy;
    4. The risk originally accepted has measurably increased;
    5. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to the Insurer for all or a substantial part of the underlying risk insured; or
    6. A determination by the Director of Insurance that the continuation of the Policy could place the Insurer in violation of the insurance laws of this State.
  - 1.b) Notice of cancellation will state the effective date of cancellation. The Policy period will end on that date.
7. The phrase “the Policy Period” in **ITEM 3. LIMIT OF LIABILITY** of the Declarations is deleted and replaced by the phrase “a Policy Year”:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above mentioned Policy, except as expressly stated herein. This endorsement is part of such Policy and incorporated therein.

This endorsement is effective at the inception date stated in Item 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the Policy or is to be effective on a date other than the inception of the Policy.

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Authorized Representative

**ISSUED BY:** Travelers Casualty and Surety Company of America

**POLICY NO: 104262501**

**ISSUED TO: 111 MORGAN CONDOMINIUM ASSOCIATION**

**PREMIUM INSTALLMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

It is agreed that the premium for the **Policy Period** shown in Item 2. of the declarations is  
**\$2,325.00**, payable from inception of Policy in equal annual installments of **\$0.00**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the inception date stated in Item 2 of the Declarations or effective at 12:01 A.M. on  
, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the inception of the policy.

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Authorized Representative

**ISSUED BY: Travelers Casualty and Surety Company of America**

**POLICY NO: 104262501**

**ISSUED TO: 111 MORGAN CONDOMINIUM ASSOCIATION**

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

**AMENDED BI/PD EXCLUSION**

In consideration of the payment of the premium:

1. Section **IV. EXCLUSIONS** 1) is deleted and replaced by the following:

1) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving bodily injury, sickness, mental anguish, emotional distress, disease or death of any person, provided, that this exclusion shall not apply to allegations of mental anguish or emotional distress if and only to the extent that such allegations are made as part of a **Claim for Wrongful Employment Practices**;

2. Section **IV. EXCLUSIONS** is amended by adding the following exclusion:

for or arising out of any damage, destruction, loss of use or deterioration of any tangible property including without limitation, construction defects, whether or not as a result of faulty or incorrect design or architectural plans, improper soil testing, inadequate or insufficient protection from soil and/or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, or the supervision of actual construction, manufacturing or assembly of any tangible property;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

\_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

**NON-PROFIT CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

In consideration of the payment of the premium:

1. Section I. **INSURING AGREEMENTS A. Liability Coverage** is deleted in its entirety and replaced by the following:
  - A. The Insurer will pay on behalf of the **Insureds Loss** up to the available maximum aggregate Limit of Liability set forth in Item 3 of the Declarations which is incurred by the **Insureds** as the result of any **Claim** first made against the **Insureds** during the **Policy Period** or the **Discovery Period**, if purchased, for a **Wrongful Act**.
2. Section II. **DEFINITIONS B. "Claim"** sub-paragraph 1) is deleted in its entirety and replaced by the following:
  - 1) a written demand for monetary or non-monetary relief;
3. Section II. **DEFINITIONS J. "Loss"** is deleted in its entirety and replaced by the following:
  - J) **Loss** means the total amount excess of the applicable Retention which any **Insured** becomes legally obligated to pay as the result of all **Claims** first made against any **Insured** during the **Policy Period** for **Wrongful Acts** including, but not limited to, damages, judgments, settlements and **Defense Costs**. **Loss** does not include (1) the multiple portion of any multiple damage award, (2) criminal or civil fines or penalties imposed by law, (3) taxes, (4) any amount not indemnified by the **Insured Organization** for which the **Insured** is absolved from payment by reason of any covenant, agreement or court order, and (5) matters uninsurable under the law pursuant to which this Policy is construed.
4. Section IV. **EXCLUSIONS 6)** is deleted in it entirety.

5. Section IV. **EXCLUSIONS** 9) is deleted in its entirety and replaced by the following:
- 9) for liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the **Insured** under any such contract or agreement; provided however, this exclusion shall not apply to (a) the Insurer's duty to defend and to pay **Defense Costs** regarding such **Claim**; (b) the extent the **Insured** would have been liable in the absence of such contract or agreement; or (c) the extent the **Claim** is a **Claim for Wrongful Employment Practices**;
6. The Insurer shall not be liable to make any payment for **Loss**, other than **Defense Costs**, in connection with any **Claim** made against any of the **Insureds** which constitute costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodations under, or otherwise comply with, the Americans with Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations thereunder, or any related or similar law or regulation.
7. Section V. **GENERAL CONDITIONS AND LIMITATIONS**, **B. NOTICE**, sub-paragraph 1) is deleted in its entirety and replaced by the following:
- 1) If during the **Policy Period** or **Discovery Period**, if purchased, any **Claim** is first made against any **Insured**, the **Insureds** as a condition precedent to their right to be reimbursed under this Policy, shall give to the Insurer written notice of any such **Claim** as soon as practicable. The **Insured** shall give the Insurer such information and cooperation as it may reasonably require.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the inception date stated in Item 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the inception of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

**NUCLEAR BROAD FORM EXCLUSION**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

A. This Policy does not apply:

1. **To Loss**

- a. with respect to which an Insured under this Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or any of their successors, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. resulting from the Hazardous Properties of Nuclear Material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any Agency thereof with any person organization; or
2. **To Loss** resulting from the Hazardous Properties of Nuclear Material, if

- a. the Nuclear Material (i) is at any Nuclear Facility owned by, or operated by or on behalf of an **Insured** (ii) has been discharged or dispersed therefrom;
- b. the Nuclear Material is contained in Spent Fuel or Waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
- c. the **Loss** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility, but if such Nuclear Facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to **Loss** to such Nuclear Facility and any property thereat.

B. As used in this Endorsement:

1. "Hazardous Properties" include radioactive, toxic or explosive properties.
2. "Nuclear Material" means Source Material, Special Nuclear Material or Byproduct Material.
3. "Source Material," "Special Nuclear Material" and "Byproduct Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

4. "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a Nuclear Reactor.
5. "Waste" means any waste material (a) containing Byproduct Material other than the tailing or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its Source Material content and (b) resulting from the operation by any person or organization of any Nuclear Facility included within the definition of Nuclear Facility under paragraph (a) or (b) thereof.
6. "Nuclear Facility" means
  - a. any Nuclear Reactor;
  - b. any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing Spent Fuel, or (iii) handling, processing or packaging Waste;
  - c. any equipment or device used for the processing, fabricating or alloying of Special Nuclear Material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of Waste and includes the site on which any of the foregoing is located, all operation conducted on such site and all premises used for such operations.
7. "Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
8. "**Insured**" means the **Insured Organization** and shall also mean the **Insured Persons**.
9. "**Loss**" includes all forms of radioactive contamination of property.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the inception date stated in Item 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the inception of the policy.

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Authorized Representative