



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 - CONDO/TOWNHOME PREMIER POLICY

Named Insured BAY POINT OWNERS ASSOCIATION
BAY POINT ON THE LAKE

Mailing Address PO BOX 9365
KALISPELL, MT 59904-2365

Policy Number 60704-51-61

Auditable

Policy Period From 07-24-2025
To 07-24-2026 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.

Your Agent Shaine Reece
Shaine Reece Ins Agency Inc
575 Sunset Blvd #102
Kalispell, MT 59901
(406) 752-9100

Policy Number: 60704-51-61

Effective Date: 07-24-2025

PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS				
The following coverages apply to the described locations and/or building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level.				
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	All	300 Bay Point Dr Whitefish, MT 59937-2154		
Coverage		Option	Valuation	Limit Of Insurance
Building			ERC	\$15,105,100
Business Personal Property (BPP)			RC	\$171,800
Accounts Receivables - On-Premises				\$5,000
Building - Automatic Increase Amount				8%
Building Ordinance Or Law - 1 (Undamaged Part)				Included
Building Ordinance Or Law - 2 (Demolition Cost)				\$303,800
Building Ordinance Or Law - 3 (Increased Cost)				\$303,735
Building Ordinance Or Law - Increased Period of Restoration				Included
Cosmetic Damage Exclusion				
Debris Removal				25% Of Loss + 10,000
Electronic Data Processing Equipment				\$10,000
Equipment Breakdown				Included
Equipment Breakdown - Ammonia Contamination				\$25,000
Equipment Breakdown - Drying Out Coverage				Included
Equipment Breakdown - Expediting Expenses				Included
Equipment Breakdown - Hazardous Substances				\$25,000
Equipment Breakdown - Water Damage				\$25,000
Exterior Building Glass				Included
Outdoor Property				\$5,000
Outdoor Property - Trees, Shrubs & Plants (Per Item)				\$5,000
Personal Effects				\$2,500
Specified Property				\$35,000
Valuable Paper And Records - On-Premises				\$5,000
Windstorm Or Hail Percentage/Fixed Dollar Deductible				1% Of Limit
Applies separately to:				
a. Each building that sustains loss or damage;				
b. Business Personal Property at each building that				

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PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS			
The following coverages apply to the described locations and/or building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level.			
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	All	300 Bay Point Dr Whitefish, MT 59937-2154	
Coverage	Option	Valuation	Limit Of Insurance
sustains loss or damage; and c. Business Personal Property in the open.			

Policy Number: 60704-51-61

Effective Date: 07-24-2025

PROPERTY, INLAND MARINE AND CRIME COVERAGE 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) section for coverages and limits specific to such location (premises).		
Base Coverage And Extensions	Limit of Insurance	Deductible/ Waiting Period
Accounts Receivables - Off-Premises	\$2,500	\$5,000
Association Fees And Extra Expense	\$100,000	
Back Up Of Sewers Or Drains	\$100,000	\$5,000
Crime Conviction Reward	\$5,000	None
Drone Aircraft - Direct Damage (per occurrence)	\$10,000	\$5,000
Drone Aircraft - Direct Damage (per item)	\$2,500	\$5,000
Employee Dishonesty	\$10,000	\$500
Fire Department Service Charge	\$25,000	None
Fire Extinguisher Systems Recharge Expense	\$5,000	None
Forgery And Alteration	\$2,500	\$5,000
Limited Biohazardous Substance Coverage - Per Occurrence	\$10,000	\$5,000
Limited Biohazardous Substance Coverage - Aggregate	\$20,000	\$5,000
Limited Cov. - Fungi Wet Rot Dry Rot & Bacteria - Aggregate	\$15,000	\$5,000
Master Key	\$10,000	None
Master Key - Per Lock	\$100	None
Money And Securities - Inside Premises	\$10,000	\$500
Money And Securities - Outside Premises	\$10,000	\$500
Money Orders And Counterfeit Paper Currency	\$1,000	\$5,000
Newly Acquired Or Constructed Property	\$250,000	\$5,000
Outdoor Signs	\$50,000	\$500
Outdoor Signs - Per Sign	\$25,000	\$500
Personal Property At Newly Acquired Premises	\$100,000	\$5,000
Personal Property Off Premises	\$5,000	\$5,000
Preferred Community Association Management - Crisis Response	\$50,000	None
Premises Boundary	100 Feet	
Preservation Of Property	30 Days	
Unit Owners - Included With Building	Included	\$5,000
Valuable Paper And Records - Off-Premises	\$2,500	\$5,000

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**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 Premium
300 Bay Point Dr Whitefish, MT 59937-2154	Condominiums / Townhomes Swimming Pool	8641 00097	Incl U	Included 1	Included	Included Included

Policy Number: 60704-51-61

Effective Date: 07-24-2025

LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE CONTINUED	
Coverage	Amount / Date
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)	\$75,000
Medical Expense (Each Person)	\$5,000
Pollution Exclusion - Hostile Fire Exception	Included
Preferred Community Association Management - Per Claim	\$1,000,000
Preferred Community Association Management - Aggregate	\$1,000,000
Directors and Officers Errors and Omissions Liability - Per Claim/Aggregate	Included
Third Party Discrimination and Employment Practices Liability - Per Claim/Aggregate	Included
Preferred Community Association Management - Self Insured Retention	\$1,000
Preferred Community Association Management - Retroactive Date	Date Established
Preferred Community Association Management - Prior Knowledge Date	07/24/2023

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Effective Date: 07-24-2025

Policy Forms And Endorsements Attached At Inception

Number	Title
25-2110	Notice - No Workers' Compensation Covg
25-6626ED1	PHN - Montana Defense Costs
25-6628ED1	Important Information About Your Renewal
25-8293ED1	MT Notice - Condo Policy Provisions
25-9200ED3	Farmers Privacy Notice
25-9565ED1	Notice Re Pref Community Assoc Mgmt Covg
56-5166ED5	Addl Conditions - Reciprocal Provisions
56-6192	Cyber Liability & Data Breach Dec
E0104-ED1	Business Liab Covg - Tenants Liability
E0119-ED5	Back Up Of Sewers And Overflow Of Drains
E0125-ED1	Lead Poisoning And Contamination Excl
E0147-ED1	War Liability Exclusion
E0224-ED3	Wind/Hail Percentage Ded
E2038-ED3	Conditional Exclusion Of Terrorism
E3015-ED2	Calculation Of Premium
E3024-ED3	Condominium Common Policy Conditions
E3037-ED1	No Covg-Certain Computer Related Losses
E3314-ED3	Condominium Liability Coverage Form
E3418-ED2	Condo Assoc Unit Covg End
E3422-ED3	Condominium Property Coverage Form
E3425-ED2	Loss Payable Provisions
E4009-ED4	Mold And Microorganism Exclusion
E6288-ED3	Exclusion - Conversion Projects
J6300-ED3	Disclosure - Terrorism Risk Ins Act
J6316-ED2	Excl Of Loss Due To Virus Or Bacteria
J6350-ED1	Employee Dishonesty - Property Manager
J6351-ED2	Limited Terrorism Exclusion
J6353-ED1	Change To Limits Of Insurance
J6612-ED2	Equipment Breakdown Coverage Endorsement
J6739-ED1	Two Or More Coverage Forms
J6829-ED1	Limited Coverage For Fungi And Bacteria
J6833-ED2	Condominium Premier Package End
J6849-ED2	Deductible Provisions
J7110-ED2	Exclusion Confidential Info
J7114-ED1	Removal Of Asbestos Exclusion
J7122-ED2	Loss Payment - Profit, Overhead & Fees
J7131-ED1	Dishonesty Excl-Tenant Vandal Excp
J7133-ED1	Limited Biohazardous Substance Cov
J7136-ED1	Pollution Exclusion - Expanded Exception
J7139-ED1	Bus Inc & Extra Exp - Partial Slowdown
J7144-ED1	Amendment Of Pers & Advertising Inj Covg

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Policy Forms And Endorsements Attached At Inception

Number	Title
J7158-ED1	Damage To Property Exclusion Revised
J7183-ED1	Limitation - Designated Premises/Project
J7222-ED1	Marijuana Exclusion
J7228-ED1	Drone Aircraft Coverage
J7230-ED1	Supplementary Payments
J7493-ED1	Windstorm & Hail Loss Cond Endorsement
J7495-ED1	Pref Community Association Mgmt Coverage
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
S7028-ED4	Montana Changes
S7033-ED1	Montana Changes
S7044-ED1	MT Cosmetic Damage Exclusion Endorsement
S7045-ED1	MT Changes - Defense Costs
S7051-ED1	Amending Membership Or Fee Provisions



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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 CLAIMS EXPENSES LIMIT 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 OR CLAIMS EXPENSES LIMIT HAS BEEN EXHAUSTED. PLEASE READ THE COVERAGE FORM CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

Named BAY POINT OWNERS ASSOCIATION
Insured BAY POINT ON THE LAKE

Policy Number 60704-51-61

Mailing PO BOX 9365
Address KALISPELL, MT 59904-2365

Policy From: 07-24-2025
Period To: 07-24-2026 12:01 A.M. Standard time at your mailing address shown above.

Retroactive Date: 07/24/2023

Continuity Date: 07/24/2023

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

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Coverage	Limit Of Insurance	Retention/Waiting Period
Aggregate Limit of Liability	\$50,000	
Claims Expenses Limit and Rentention	\$50,000	\$2,500
Insuring Agreement A - Information Security & Privacy Liability	\$50,000	\$2,500
Insuring Agreement B - Privacy Breach Response Services	\$50,000 / 10,000 Notified Individuals	\$2,500 / 100 Notified Individuals
Insuring Agreement C - Regulatory Defense & Penalties	\$25,000	\$2,500
Insuring Agreement D - Website Media Content Liability	\$50,000	\$2,500
Insuring Agreement E - PCI Fines, Expenses And Costs	\$20,000	\$2,500
Insuring Agreement F - Cyber Extortion	\$25,000	\$2,500
Insuring Agreement G - First Party Data Protection	\$25,000	\$2,500
Insuring Agreement H - First Party Network Business Interruption Income Loss/Extra Expense Rentention Waiting Period	\$25,000	\$2,500 12 hours

Policy Forms And Endorsements Attached At Inception

Number	Title
J7155-ED1 S7041-ED2	Cyber Liability Coverage Form Cyber Liab - MT Amendatory Endor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS COVERAGE FORM
CONDOMINIUM COVERAGE FORM

SCHEDULE*

Location No.	Windstorm or Hail Deductible Percentage (enter 1%, 2% or 5%)
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*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The Windstorm or Hail Deductible, as shown in the Schedule, applies to loss or damage to Covered Property caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of a Windstorm or Hail occurrence.

With respect to Covered Property at a location identified in the Schedule, no other deductible applies to Windstorm or Hail.

The Windstorm or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building or structure that sustains loss or damage;
2. The building or structure and to personal property in that building or structure, if both sustain loss or damage;
3. Personal property at each building or structure that sustains loss or damage.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Property is the highest percentage shown in the Schedule for any described premises.

EXAMPLE APPLICATION OF DEDUCTIBLE:

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the business personal property.

The Deductible is 2%.

Building

Step (1) : \$80,000 X 2% = \$1,600

Step (2) : $\$60,000 - \$1,600 = \$58,400$

Business Personal Property

Step (1) : $\$64,000 \times 2\% = \$1,280$

Step (2) : $\$40,000 - \$1,280 = \$38,720$

The most we will pay is $\$97,120$ ($\$58,400 + \$38,720$). The portion of the total loss that is not covered due to the application of the Deductible is $\$2,880$ ($\$1,600 + \$1,280$).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



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:

1. 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
2. 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.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



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.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



S7045
1st Edition

MONTANA CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the:

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

The following is added to Paragraph **1. Business Liability** of Paragraph **A. Coverages** under the applicable Liability Coverage Form and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM:

If we initially defend an insured or pay for an insured's defense but later determine that none of the claims, for which we provided a defense or defense costs, are covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



J7545
1st Edition

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
BUSINESS OWNERS COVERAGE FORM
BUSINESS OWNERS 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 BUSINESS OWNERS 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.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.