

Po Box 2915
Bloomington IL 61702-2915

Named Insured

9L-05-6664-FC10 F M

EDGEWATER EAST CONDOMINIUMS
OF HARTFORD OWNERS
ASSOCIATION INC
223 FIFTH ST
HARTFORD WI 53027-1645

RENEWAL DECLARATIONS

Policy Number	99-E3-8285-2	
Policy Period	Effective Date	Expiration Date
12 Months	SEP 28 2023	SEP 28 2024
The policy period begins and ends at 12:01 am standard time at your mailing address as shown.		

Entity: CONDOMINIUM ASSOCIATION

COMMERCIAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	\$ 2,000,000
Coverage L - Business Liability (Annual Aggregate)	\$ 2,000,000
Self-Insured Retention	\$ 10,000

Required Underlying Insurance Schedule		
Coverage	Minimum Underlying Limits	
Business Liability	Bodily Injury (Per Occurrence)	\$ 500,000
	Bodily Injury (Annual Aggregate)	\$ 1,000,000
	Property Damage (Per Occurrence and Annual Aggregate)	\$ 100,000
	--or--	
Employers Non-Owned Auto Liability	Bodily Injury and Property Damage (Per Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	\$ 500,000 / \$ 500,000
	Property Damage (Each Accident)	\$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	\$ 500,000

Forms & Endorsements	Policy Premium	\$ 515.00
Commercial Umb Coverage Form		
*Policy Endorsement		
*Amendatory Endorsement		
*Terrorism Insurance Cov Notice		
Exclusion-Lead Poisoning		
Amendment of Who Is an Insured		

* New Form Attached Other limits and exclusions may apply - refer to your policy

Continued from Front

Required Underlying Insurance Schedule		
Coverage		Minimum Underlying Limits
Hired Auto Liability	Bodily Injury and Property Damage (Each Occurrence)	\$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	\$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	\$ 500,000 / \$ 500,000
	Property Damage (Each Accident)	\$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	\$ 500,000

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youall
Secretary

Michael J. Tigron
President

IMPORTANT NOTICE

Regarding Changes to Your Policy

CU-2474.3 POLICY ENDORSEMENT is added to your State Farm® policy and replaces CU-2474.1 POLICY ENDORSEMENT.

The following changes to your policy are effective with this policy term:

- **SECTION II – DEFINITIONS: Paragraph 18. Personal and Advertising Injury:**
 - Infringement of another’s patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.
- **SECTION II – EXCLUSIONS: Paragraph 17. Personal and Advertising Injury:**
 - Damages from infringement of another’s patent, trademark, or trade secret continue to be specifically excluded under this policy.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM TABLE OF CONTENTS is amended as follows:

- 1. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
- 2. The title Recording And Distribution Of Material Or Information In Violation Of Law is changed to Recording And Distribution Of Material.

BUSINESS LIABILITY is amended as follows:

1. Business Liability Exclusions

- a. The following is added to Paragraph 3. Liquor Liability:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the “occurrence” which caused the “bodily injury” or

“property damage” involved that which is described in Paragraph 3.a.

- b. Paragraph 19. Electronic Data is replaced by the following:

19. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

 - a. Damages arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
 - b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph **a.** or **b.** above.

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

- c.** Paragraphs **20.b.** and **20.c.** under **Personal And Advertising Injury** are replaced by the following:

b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.

c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period.

- d.** The last paragraph of **20.h.** under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;

- e.** Paragraph **21. Recording And Distribution Of Material Or Information In Violation Of Law** is replaced by the following:

21. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b.** Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph **a.** above, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c.** Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs **a.** or **b.** above.

2. WHO IS AN INSURED

- a.** Paragraph **1.c.** is deleted.
- b.** Paragraphs **2.b.(1)** and **(6)** are replaced by the following:

(1) The owner or anyone else from whom you hire or borrow a "covered auto", including any person or entity employed by such owner or person or entity from whom you hire or borrow such "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.

(6) "Employees" with respect to "bodily injury" to:

(a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph **(a)** above.

- c.** Paragraph **3.** is replaced by the following:

3. Any other person or organization who is insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

- a. Subject to Limits Of Insurance, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of that insured is the amount of insurance:
 - (1) Required by the contract or agreement, less any amounts payable by any “underlying insurance”, or
 - (2) Available under the applicable limits of insurance shown in the Declarations;whichever is less.
- b. The coverage provided by this insurance for such insureds:
 - (1) Will not be broader than coverage provided by the “underlying insurance”; and
 - (2) Is subject to all the coverage limitations found in the “underlying insurance” other than the Limits Of Insurance.

3. LIABILITY CONDITIONS

- a. Paragraph 1. is replaced by the following:
 - 1. Appeals
If the “underlying insurer” or insured elects not to appeal a judgment in excess of the “retained limit”, we may do so at our own expense. We will be liable for taxable costs, prejudgment and postjudgment interest and disbursements. In no event will this provision increase our liability beyond the applicable Limits of Insurance shown in the Declarations.
- b. Paragraph 6. is replaced by the following:
 - 6. Other Insurance
 - a. This insurance is excess over, and will not contribute with any of the other insurance or “self-insured retentions”, whether primary, excess, contingent, or any other basis. This condition will not apply to insurance specifically written as excess over this policy.

When this insurance is excess over other insurance or “self-insured retention”, we will have no duty to defend the insured against any “suit” if

any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

- b. When this insurance is excess over other insurance or “self-insured retention”, we will pay only our share of the “ultimate net loss” that exceeds the sum of:
 - (1) The total amount that all such other insurance or “self-insured retention” would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.
- c. Paragraph 19.c. under **Premiums** is replaced by the following:
 - c. Unless otherwise provided by an alternative payment plan in effect with “State Farm Companies”, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - (1) Paid to us prior to the anniversary date; and
 - (2) Determined in accordance with Paragraph b.Our forms then in effect will apply.
- d. The following are added:
 - Our Rights Regarding Claim Information**
 - a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.
 - b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:
 - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;

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- (2) Using any of the items described in Paragraph **b.(1)** above; or
- (3) Retaining:
 - (a) Any of the items in Paragraph **b.(1)** above; or
 - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:
 - (1) To enable performance of our business functions;
 - (2) To meet our reporting obligations to insurance regulators;
 - (3) To meet our reporting obligations to insurance data consolidators;
 - (4) To meet other obligations required by law; and
 - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:
 - (1) Authorization related to any claim submitted under this policy; or

- (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

4. LIABILITY DEFINITIONS

- a. Paragraph **2.** is replaced by the following:
 - 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- b. The following is added to Paragraph **16.** "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

All other policy provisions apply.

CU-2474.3

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IMPORTANT NOTICE

Regarding Changes to Your Policy

CU-2249.1 AMENDATORY ENDORSEMENT (Wisconsin) is added to your State Farm® policy and replaces CU-2249 AMENDATORY ENDORSEMENT (Wisconsin).

Editorial changes have been made to the following provisions:

- LIABILITY CONDITIONS, Cancellation
- LIABILITY CONDITIONS, When We Do Not Renew
- LIABILITY CONDITIONS, Renewal With Altered Terms

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT (Wisconsin)

This endorsement modifies insurance provided under the following
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. WHO IS AN INSURED is amended as follows:

- a. Paragraph 2.b.(3) is replaced by the following:

(3) Someone using a “covered auto” while he or she is working in a business of selling, repairing, servicing, storing or parking “autos” unless that business is yours.

However, we will provide liability coverage to such person if there is no other valid and collectible insurance available to respond for damages for which that insured is legally responsible at limits equal to or greater than the statutory minimum limit of liability specified by WIS. STAT. Section 344.01 (2) (am). This applies whether such insurance is primary, excess or contingent. We will provide such coverage up to the statutory minimum limit of liability. The statutory minimum limit for each “occurrence” is \$115,000 for “bodily injury” and “property damage”.
- b. Paragraph 2.b.(6) does not apply if the “bodily injury” results from the use of a “covered auto” you do not own or lease.

2. LIABILITY CONDITIONS is amended as follows:

- a. Paragraph 3. is replaced by the following:

3. Concealment, Misrepresentation Or Fraud:

- a. This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - (1) This policy; or
 - (2) A claim under this policy.
- b. No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this policy affects our obligation under this policy unless:
 - (1) We rely on it and it is either material or made with intent to deceive; or
 - (2) The facts misrepresented or falsely warranted contribute to the loss.
- c. No failure of a condition before the loss and no breach of a promissory warranty affect our obligation under this policy unless such failure or breach:
 - (1) Exists at the time of the loss; and
 - (2) Either increases the risk at the time of the loss or contributes to the loss.

- d. The provisions of this condition do not apply to nonpayment of premium. If we elect to rescind this policy, we will notify the insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.
 - b. Paragraph 5. **Legal Action Against Us** does not apply.
 - c. Paragraph 9. is replaced by the following:
 - 9. **Transfer Of Rights Of Recovery Against Others To Us**
 - In the event of any payment under this policy, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.
 - d. The following is added to Paragraph 14. **Changes:**

If one of our agents knows of a fact that breaches a condition of this policy, we will be considered to have knowledge of this same fact if:

 - (1) The agent knows of this fact at the time the policy is issued or an application is made; or
 - (2) The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this policy and is known to the agent prior to loss shall not void the policy or prevent a recovery in the event of loss.
 - e. Paragraph 17. is replaced by the following:
 - 17. **Conformity To State Law**
 - Any provision of this policy that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.
3. The following **LIABILITY CONDITIONS** are added:
- Cancellation**
- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 - b. We may cancel this policy by providing to the first Named Insured notice of cancellation at least 10 days before the effective date of cancellation.
 - (1) If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.
 - (2) If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (a) The policy was obtained by material misrepresentation;
- (b) There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- (c) There have been substantial breaches of contractual duties, conditions or warranties; or
- (d) Nonpayment of premium.

The notice of cancellation will state the reason for cancellation.

- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If this policy insured more than one Named Insured:
 - (1) The first Named Insured may affect cancellation for the account of all insureds; and
 - (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

Rescission

- a. We may rescind this policy because of the following:
 - (1) Misrepresentation made by you or on your behalf in the negotiation for or procurement of this policy, if the person knew or should have known that the representation was false;
 - (2) Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this policy;
 - (3) Failure of a condition before a loss if such failure exists at the time of loss; or
 - (4) Breach of a promissory warranty if such breach exists at the time of loss.
- b. We may not rescind this policy:
 - (1) For the reasons in Paragraphs a.(1) and a.(2) above, unless:
 - (a) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

- (b) The facts misrepresented or falsely warranted contribute to the loss.
- (2) For the reasons in Paragraphs a.(3) and a.(4) above, unless such failure or breach:
 - (a) Increases the risk at the time of loss; or
 - (b) Contributes to the loss.
- c. If we decide to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

When We Do Not Renew

- a. If we decide not to renew this policy, for any reason, we will provide to the first Named Insured shown in the Declarations notice of nonrenewal at least 60 days before the expiration date of this policy. Our notice will state the reason for nonrenewal.
- b. We need not provide the notice if:
 - (1) You have insured elsewhere;
 - (2) You have accepted replacement coverage;
 - (3) You have requested or agreed to nonrenewal of this policy; or
 - (4) This policy is expressly designated as nonrenewable.
- c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:
 - (1) Provided you notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

- (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

Renewal With Altered Terms

- a. If we decide to renew this policy but on less favorable terms or at higher premiums, we will provide notice of the new terms or premiums to the first Named Insured at least 60 days prior to the renewal date.
- b. If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was provided. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60 day period, in accordance with the Cancellation Condition added above. If the first Named Insured elects to cancel the renewal policy during the 60 day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.
- c. We need not provide this notice if the only change adverse to you is a premium increase that:
 - (1) Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
 - (2) Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

All other policy provisions apply.

CU-2249.1

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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