



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

CONFIRMATION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$0
Federal Share Of Terrorism Losses:	80%

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer.

Certified acts of terrorism coverage has been provided because either you have indicated to us or your agent that certified acts of terrorism coverage is desired or we have provided certified acts of terrorism coverage at no additional charge. If you have chosen to purchase certified acts of terrorism coverage, the premium charge is the amount shown in the Schedule of this notice.

If there is no premium shown above or the premium shown is \$0, there is no separate premium for the coverage during this policy period.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA POLICYHOLDER NOTICE 3 AAC 25.050

This policy is issued by a nonadmitted or surplus lines insurer. Insurance may only be purchased from nonadmitted insurers if the full amount, kind, or class of insurance cannot be obtained from insurers who are admitted to do business in the State of Alaska. Your broker or the surplus lines broker has determined that this was true on the date the policy was placed. Before issuing a renewal policy or extending this policy, remarketing is required. To avoid intentional or unintentional extension of coverage in the surplus lines market when an admitted market for that coverage exists, a nonadmitted insurer is prohibited from the automatic renewal or extension of a policy without remarketing by your broker or the surplus lines broker.

In order to comply with the Alaska Administrative Code, the following notice is given:

You are hereby notified that, under 3 AAC 25.050, your policy will terminate effective no later than the date and time of its expiration. We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation as required in AS 21.36.220. You may request through your broker that a new policy from the surplus lines broker be concurrent with the effective date of the termination of this policy.

You are also notified that a new policy, if issued by us, is subject to rerating, which may result in a premium increase of more than ten percent (10%). As required by 3 AAC 25.050, you are hereby notified that any subsequent policy issued by us may be subject to a ten percent (10%) or more increase in premium. The actual premium will be based upon rates that apply at the time a subsequent policy, if any, is issued and will be made available to you before the effective date of the new policy, or the date subsequent coverage is bound, whichever occurs first.



ISSUING COMPANY PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can't you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



EVANSTON INSURANCE COMPANY

TEXAS IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

EVANSTON INSURANCE COMPANY

To get information or file a complaint with your insurance company or HMO:

Call: Markel Legal Department

Toll-free: 1-800-507-7626

Online: www.markel.com

Email: legalregulatory@markel.com

Mail: 10275 West Higgins Rd, Suite 750, Rosemont, IL 60018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

EVANSTON INSURANCE COMPANY

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Markel Legal Department

Teléfono gratuito: 1-800-507-7626

Online: www.markel.com

Correo electrónico: legalregulatory@markel.com

Dirección postal: 10275 West Higgins Rd, Suite 750, Rosemont, IL 60018

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



EVANSTON INSURANCE COMPANY

INDIANA NOTICE TO POLICYHOLDERS REGARDING FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE

Questions regarding your policy or coverage should be directed to:

EVANSTON INSURANCE COMPANY
1-(800) 446-6671

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoj.



EVANSTON INSURANCE COMPANY

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES NOTICE (D-2)

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus lines” insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC – the National Association of Insurance Commissioners – is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain

more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.



EVANSTON INSURANCE COMPANY

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Evanston Insurance Company

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

A handwritten signature in cursive script that reads "Kathleen Anne Sturgeon".

Secretary

A handwritten signature in cursive script that reads "Ben W. Sales".

President



POLICY NUMBER: LORMKL0000001

RENEWAL OF POLICY: N/A

**PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY
INSURANCE MASTER POLICY DECLARATIONS**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE INSURER AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Master Policyholder name and address (No., Street, Town or City, State, Zip Code)		
The Real Estate Services Purchasing Association 1 N Franklin St Suite 3600 Chicago, IL 60606		

Policy term		
Effective Date:	03/01/2022	at 12:01 a.m. at the mailing address shown above.
Expiration Date:	03/01/2023	

Policy premium
See Certificate of Insurance

Deductible
See Certificate of Insurance

Limits Of Liability
See Certificate of Insurance

Producer Number, Name, and Address
Citadel Insurance Services LC 2600 W Executive Parkway Suite 500 Lehi, UT 84043

CLASSIFICATION AND PREMIUM

Premium Basis is per lease.	Total Advance Premium	\$	See Certificate of Insurance
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FORMS AND ENDORSEMENTS


See Forms Schedule MDIL 1001 08 10 attached.

Notices

Notices required to be provided to the Insurer under this Master Policy must be addressed to:

See Certificate of Insurance

THESE DECLARATIONS, TOGETHER WITH THE MASTER POLICY COVERAGE FORM, ENDORSEMENTS, AND NOTICES, IF ANY, COMPLETE THE ABOVE NUMBERED MASTER POLICY.

03/01/2022	
Countersignature Date	



EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

FORMS APPLICABLE TO ALL CERTIFICATES OF INSURANCE

MCCL 2000	02 22	Certificate of Insurance
MIL-TERR-1	05 20	Confirmation Of Certified Acts Of Terrorism Coverage - Terrorism Risk Insurance Act
MPIL 1004-AK	02 10	Alaska Policyholder Notice 3 AAC 25.050
MPIL 1007	01 20	Privacy Notice
MPIL 1009-TX	05 20	Texas Important Notice
MPIL 1024-IN	10 20	Indiana Notice To Policyholders Regarding Filing Complaints With The Department Of Insurance
MPIL 1039-CA	01 20	Important Notice - California Surplus Lines (D2)
MPIL 1083	04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MJIL 1000	08 10	Signature Page
MDCL 1000	03 22	Property Management Agreement Contractual Liability Insurance Master Policy Declarations
MECL 0001	03 22	Property Management Agreement Contractual Liability Insurance Master Policy
MIL 1219	09 20	Cap On Losses From Certified Acts Of Terrorism
MEIL 1200	02 20	Service Of Suit
MEIL 1200-CA	01 20	Service Of Suit - California
MECL 2300	03 22	Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data
MECL 2301	03 22	Exclusion - Communicable Disease
MIL 1214	09 17	Trade Or Economic Sanctions

FORMS APPLICABLE ONLY TO CERTIFICATES OF INSURANCE ISSUED IN THE STATE INDICATED

AK	MECL 2400	03 22	Alaska Changes - Cancellation
AR	MECL 2401	03 22	Arkansas Changes - Cancellation And Nonrenewal
CT	MECL 2402	03 22	Connecticut Changes - Cancellation And Nonrenewal
FL	MECL 2403	03 22	Florida Changes - Cancellation And Nonrenewal
GA	MECL 2404	03 22	Georgia Changes - Cancellation And Nonrenewal
IN	MECL 2405	03 22	Indiana Changes - Cancellation And Nonrenewal
IA	MECL 2406	03 22	Iowa Changes - Cancellation And Nonrenewal
LA	MECL 2407	03 22	Louisiana Changes - Cancellation And Nonrenewal
ME	MECL 2408	03 22	Maine Changes - Cancellation And Nonrenewal
MI	MECL 2409	03 22	Mississippi Changes - Cancellation And Nonrenewal
MT	MECL 2410	03 22	Montana Changes - Cancellation And Nonrenewal
NE	MECL 2411	03 22	Nebraska Changes - Cancellation And Nonrenewal
NV	MECL 2416	03 22	Nevada Changes - Cancellation And Nonrenewal
OK	MECL 2412	03 22	Oklahoma Changes - Cancellation And Nonrenewal
OK	IL 01 79	10 02	Oklahoma Notice
PA	MECL 2413	03 22	Pennsylvania Changes - Cancellation And Nonrenewal
SC	MECL 2414	03 22	South Carolina Changes - Cancellation And Nonrenewal
VT	MECL 2417	03 22	Vermont Changes - Cancellation And Nonrenewal
WY	MECL 2415	03 22	Wyoming Changes - Cancellation And Nonrenewal



EVANSTON INSURANCE COMPANY

PROPERTY MANAGEMENT AGREEMENT
CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

Various provisions in this Master Policy restrict coverage. Read the entire Master Policy carefully to determine rights, duties, and what is and is not covered. Throughout this Master Policy, the term Master Policyholder means the entity shown in the Declarations.

A 21 (twenty-one) day cooling off period applies from the commencement date shown in the **certificate of insurance** on the **property** provided the **certificate holder** has not made a claim. Please refer to Paragraph **D. Cancellation of Certificates** of Section GENERAL PROVISIONS.

INSURING AGREEMENT

Subject to the terms of this Master Policy, and in consideration of the premium specified in the **certificate of insurance**, **we** agree to indemnify the **certificate holder** for amounts the **certificate holder** becomes liable to pay the **property owner** for loss of **rent** pursuant to the **property management agreement** arising from one or more of the Insured Events described below; provided:

- A. The Insured Event occurs during the **period of insurance**;
- B. The loss of **rent** will be reduced through the use of any remaining **security deposit** after subtracting all **allowable releasing expenses** as provided for in the relevant **lease**;
- C. The **property** is managed full time by a **professional property management agent**;
- D. A **lease** is or has been in place with the **tenant** for an initial fixed term of no less than 6 (six) months;
- E. The **certificate holder** has liability for such amounts as set forth in the **property management agreement**; and
- F. The Master Policy will not pay more than the **certificate holder** would be legally entitled to recover from the **tenant** due to the **tenant's** non-compliance with or failure to satisfy the terms of their **lease**.

We will provide a **certificate of insurance** as evidence of insurance under this Master Policy for delivery to each **certificate holder**.

INSURED EVENTS

Insured Event means the following:

A. Tenant Skip (Lease Break)

The **tenant** vacates the **property** with or without providing the required notice in accordance with their **lease** or vacates at the end of their **lease** leaving unpaid **rent**.

B. Tenant Delinquency (Eviction Order Granted)

An **eviction order** for the termination of the **tenant's lease** on the grounds of **rent** arrears has been issued by a court following the **certificate holder's** successful eviction lawsuit.

If there is a filing error that requires the **eviction order** to be resubmitted, then the claim for loss of **rent** will be reduced by the amount of time that elapses between the first attempt and subsequent successful filing.

C. Tenant Delinquency (Writ of Possession)

A **writ of possession** order is served by the local sheriff, marshal, or constable after the **tenant** either fails to comply with the payment terms set forth in the **eviction order** or fails to vacate the **property** once the **eviction order** is posted.

D. Tenant Death (Sole Tenancy)

The death of the **tenant** prevents the **rent** from being paid. This coverage only applies if the **tenant** was the sole person listed in the **lease** at the time of the **tenant's** death.

E. Murder or Suicide

The death of a **tenant** by murder or suicide while they are at the **property** prevents the **rent** from being paid.

F. Untenantable (Tenant Damage to Contents)

The **property** becomes **untenantable** for a minimum period of 7 (seven) days due to **malicious damage** to contents caused by **tenant**, provided **we** have accepted **certificate holder's malicious damage** claim under the Additional Benefits section of this Master Policy.

Coverage will commence from the date the **property** became **untenantable** until the date 2 (two) weeks after the **property** becomes **tenantable** again, or when the Maximum Limit shown in the **certificate of insurance** is reached, whichever occurs first.

G. Untenantable (Tenant Damage to Building)

The **property** becomes **untenantable** for a minimum period of 7 (seven) days due to **malicious damage** to the building caused by the **tenant**, provided **we** have accepted **certificate holder's malicious damage** claim under the Additional Benefits section of this Master Policy.

Coverage will commence from the date the **property** became **untenantable** until the date 2 (two) weeks after the **property** becomes **tenantable** again, or when the Maximum Limit shown in the **certificate of insurance** is reached, whichever occurs first.

H. Victims of Violence

The **lease** is terminated by the **tenant** under the Right of Victims of Violence to Terminate Lease statute, or similar law, in the **certificate holder's** state during the **period of insurance**.

Coverage is subject to the **certificate holder's** receipt of a signed document by a court official or qualified third party as defined under the Right of Victims of Violence to Terminate Lease statute, or similar law providing evidence that the **tenant** or authorized occupant is a victim of domestic abuse as defined in the terms of the applicable statute or law of the state in which the **property** is located.

This Paragraph H. does not affect a **tenant's** obligation for **delinquent rent** or other amounts owed to **certificate holder** before the **lease** was terminated by the official documentation.

COVERAGE EXTENSIONS

A. Eviction Filing Fees and Eviction Defense Costs

Eviction filing fees and eviction defense costs that are incurred in relation to a covered claim but only if the costs incurred relate to an eviction lawsuit filed with a regulatory agency due to **delinquent rent**. The **certificate holder** cannot make a claim under this section if the costs were awarded against the **tenant** and were paid by the **tenant**.

B. Sheriff, Marshal, or Constable Fees

Sheriff, marshal, or constable fees that are incurred in relation to a covered claim as a direct result of engaging a sheriff, marshal, or constable for the purpose of evicting the **tenant**. The **certificate holder** cannot make a claim under this section if the costs were awarded against the **tenant** and were paid by the **tenant**.

ADDITIONAL BENEFITS

If the **certificate holder** has liability for the damages described below in accordance with the terms of the **property management agreement**, this Master Policy provides coverage for such loss.

A. Malicious Damage

Damages resulting from **malicious damage** to the **property**.

We may require the **certificate holder** to report **malicious damage** to the police as a crime or felony and they may wish to appoint a loss adjuster to inspect the damage being claimed as malicious.

B. Theft or Damage Due to Theft

Theft or damage due to theft.

C. Loss Due to Use of Digital Lock Boxes

Loss due to the use of a single use digital access code lock or digital **lock box** device attached to the **property** for the purposes of facilitating a "self-showing" to determine the **property's** suitability to lease.

Coverage is provided for theft, vandalism, or any person or persons taking possession of the **property** without permission who then require eviction.

To obtain coverage under this Paragraph **C.**, the **certificate holder** must provide evidence that the **certificate holder** obtained a copy of formal identification for each prospective **tenant** and that the access code is a one-time use only code. The use of static code locks or **lock boxes** where the code is unable to be changed between each "self-showing" **tenant** is a risk that is not covered by this Master Policy.

D. Service, Companion, or Emotional Support Animal

Damage caused by a **service, companion, or emotional support animal** that a qualified third party has determined to be providing a benefit to the **certificate holder's tenant** with a verifiable disability.

In the absence of documentation of a verifiable disability of the **certificate holder's tenant**, it will be determined that the animal causing the damage is a household pet for which there is no coverage under this Master Policy.

E. Re-keying of Locks

Costs for re-keying locks if the **tenant** has not returned the keys.

EXCLUSIONS

The following exclusions apply unless specifically stated elsewhere in this Master Policy.

This Master Policy does not apply to:

A. Any loss, damage, cost, or expense caused by or resulting from:

1. Accidental damage or loss;
2. Indirect loss or damage;
3. Interruption of business, except to the extent provided by this Master Policy;
4. Loss or damage or deterioration arising from any delay including but not limited to a delay in commencing or completing repairs, or a delay in re-leasing or re-marketing the **property**;
5. Loss in any way related to asbestos;
6. Actions or movements of the sea;
7. Wear and tear, or **poor housekeeping**;
8. Cost of storing **possessions**;
9. Rainwater;
10. Storm;
11. War;
12. Impact;
13. Lightning; or

14. Rent concessions.

- B. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from any loss that occurred prior to the effective date or after the expiration date of the **certificate of insurance**.
- C. Loss, damage, cost, expense, or other sum directly or indirectly caused by, resulting from, or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- D. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any:
 - 1. Government or sovereign power (de jure or de facto);
 - 2. Military, naval, or air force; or
 - 3. Agent or authority of any party specified in 1. or 2. above.
- E. Nuclear reaction or nuclear radiation or radioactive contamination, discharge, explosion, or use of any nuclear device, weapon, or material employing or involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act.
- F. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an event.
- G. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- H. Risks of contraband, or illegal transportation or trade.
- I. Any dishonest act, including but not limited to theft, committed alone or in collusion with others, at any time:
 - 1. By the **certificate holder** or any proprietor, partner, director, trustee, officer, or employee of the **certificate holder**; or
 - 2. By any person engaged by the **certificate holder** to do anything in connection with **property**.

This Master Policy affords coverage for acts of direct insured physical damage intentionally caused by any individual specified in 2. above, and done without the **certificate holder's** knowledge. In no event does this Master Policy cover loss by theft by any individual specified in 1. or 2. above.
- J. Lack of the following services:
 - 1. Incoming electricity, fuel, water, gas, steam, or refrigerant;
 - 2. Outgoing sewerage; or
 - 3. Incoming or outgoing voice, data or video.
- K. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 - 1. Faulty workmanship, material, construction, or design from any cause;
 - 2. Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice, or latent defect; or
 - 3. Settling, cracking, shrinking, bulging, or expansion of:
 - a. Foundations (including any pedestal, pad, platform, or other property supporting machinery);
 - b. Pavements;
 - c. Walls;
 - d. Ceilings; or
 - e. Roofs.

- L. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 1. Changes of temperature damage (except to machinery or equipment); or
 2. Changes in relative humidity damage, whether atmospheric or not.
- M. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from insect, vermin including, but not limited to, termites, bed bugs, and fleas, wildlife, or animals; however, this exclusion does not apply to service animals.
- N. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 1. Contamination including but not limited to the presence of pollution or hazardous material;
 2. Shrinkage;
 3. Changes in color, flavor, texture, or finish; or
 4. Loss or damage rising from the presence of lead-based paint.
- O. Any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
 This exclusion applies regardless of whether there is:
 1. Any physical loss or damage to **property**;
 2. Any insured peril or cause, whether or not contributing concurrently or in any sequence;
 3. Any loss of use, occupancy, or functionality; or
 4. Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
- P. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from a **property claims service (PCS) catastrophe event**.
- Q. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from **earth movement**.
- R. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from **flood**.
- S. The **certificate holder's** inability to rent the premises due to adverse **market conditions**. If none of the Insured Events has occurred and the conditions of the rental market dictate that a vacancy period will be sustained between tenancies, this Master Policy will not cover that loss.
- T. Alternate accommodation costs for the **tenant** as a result of the **property** becoming **untenantable** for any reason.
- U. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from the existence, presence, growth, proliferation, spread, or any activity of **fungi** or bacteria on or within a **property**.
- V. Any loss, damage, cost, expense, or other sum directly or indirectly in any way involving asbestos or asbestos-containing products.
- W. Any loss, damage, cost, expense, or other sum directly or indirectly in any way involving lead.
- X. Any loss, damage, cost, or expense arising out of the ownership, maintenance, use, or entrustment to others of any **unmanned aircraft**.
- Y. Any loss, damage, cost, or expense arising out of or in any way related to abuse, molestation, or exploitation in any form, whether threatened or actual, including but not limited to physical or sexual abuse, molestation, or exploitation.

INSURED LOCATION

The coverages under this Master Policy apply to the specified **property** as shown in the **certificate of insurance** on file with **us**.

LIMITS OF INSURANCE AND DEDUCTIBLE

A. Maximum Rental Limit and Maximum Duration

The maximum amount **we** will pay for any one Insured Event per **property** during the **policy period** will be the Maximum Rental Limit shown in the Limits Of Insurance and Deductibles section of the **certificate of insurance**, which is subject to the Maximum Duration period. In no event will the amount paid by **us** be:

1. Greater than the Maximum Rental Limit; or
2. For longer than the Maximum Duration time period shown in the **certificate of insurance**.

B. Coverage Extensions

All claims under the Coverage Extensions section are subject to the Maximum Limit shown in the **certificate of insurance** and aggregated each **policy period**. If the **certificate holder** makes multiple claims under Coverage Extensions, the maximum **we** will pay in any one **policy period** is the limit for this benefit shown on the **certificate of insurance**. If, for example, the **certificate holder** makes a claim for benefits in the amount of \$3,500 and the limit for this coverage is \$4,000, then the maximum the **we** will pay for a subsequent claim within the same **policy period** is an additional \$500.

C. Master Policy Combined Aggregate Limit Of Insurance

Regardless of the number of **certificates of insurance** issued, insureds, claims made, or Insured Events, the Master Policy Combined Aggregate Limit of Insurance shown in the **certificate of insurance** will be **our** maximum aggregate liability for the combined total of all payments under this Master Policy with the exception of payments made under the Additional Benefits section.

D. Deductibles

In each case of loss covered by this Master Policy, **we** will be liable only if the **certificate holder** sustains a loss in each Insured Event greater than the applicable **deductible** shown in the **certificate of insurance**. **We** will deduct the amount of the **deductible** before the application of the limits of liability. The **deductible** amount must be paid by the **certificate holder** and is not considered an **allowable re-leasing expense** to be deducted from the **security deposit**.

If two or more **deductibles** provided in this Master Policy apply to a single Insured Event, the total to be deducted will not exceed the largest **deductible** applicable, unless otherwise provided.

E. Additional Benefits Payments

Claims paid under the Additional Benefits Section will not reduce the Master Policy Limit of Liability shown in the **certificate of insurance**.

CONDITIONS

A. Arrears at Master Policy Commencement - Existing Tenancies

If the **tenant's rent** payments were in arrears as of the **rent due date** by 6 (six) days or more in the 2 (two) months immediately prior to the Master Policy Effective Date, then this Master Policy will not pay a claim for loss of **rent** from an Insured Event with respect to such **tenant**.

Once the **tenant** subsequently brings their **rent** out of arrears by paying their **rent** timely which means within 5 (five) days of the **rent due date** (excluding further grace periods) for 2 (two) consecutive months, this limitation will no longer apply to a future claim.

B. Outstanding Financial Obligations at Master Policy Commencement - New Tenant

When a new Master Policy is issued just prior to or at the beginning of a new **lease**, and if a new **tenant** is allowed to move into the **property** before all of their financial obligations have been met, then this Master Policy will not pay a claim for loss from an Insured Event with respect to such **tenant** until all such obligations are fulfilled. However, in no event will this Master Policy pay for loss from an Insured Event that occurs prior to the fulfillment of such **tenant's** financial obligations.

C. Claims for More Than One Insured Event

Where a claim is possible under more than one of the Insured Events, the **certificate holder** may only make a claim under one of those Insured Events for any one **rent** loss during the **period of insurance**.

D. Security Deposit

Claims settled under this Master Policy will be calculated on the basis that a **security deposit** equivalent to at least one month's **rent** has been collected, regardless of whether a **security deposit** totaling that amount has actually been collected.

In the event of loss of or damage to the **property** caused by the **tenant**, the **security deposit** will be used to minimize the loss. For example:

The **tenant security deposit** is to be applied first to **allowable re-leasing expenses**. Any portion of the **security deposit** remaining must be applied to unpaid **rent** before this Master Policy will provide coverage for loss of **rent**. If all of the **tenant's** unpaid obligations are covered by the **security deposit** at the end of the **lease**, then there is no covered loss. To demonstrate that the **security deposit** has been exhausted, evidence of expenditure is required including copies of all invoices.

E. Security Deposit Returned to Tenant

If the **certificate holder** decides to return the **security deposit** to the **tenant**, and a claim is made for loss of or damage to the **property** or **rent delinquency** that the **tenant** was obligated to pay, **we** will deem that amount self-insured by the **certificate holder** and subsequently reduce the amount **we** pay by the amount of the **security deposit** returned to the **tenant**.

Maintenance costs that the **certificate holder** elects to incur during or between tenancies that are not the legal obligation of the **tenant** are the sole responsibility of the **certificate holder**, are not to be deducted from the **security deposit**, and are not claimable.

Markup charges levied by the **certificate holder** for arranging cleaning or repairs remain the responsibility of the **certificate holder** to pay and are not claimable.

F. Delinquent Rent Notices or Eviction Orders

We may reduce or deny a **certificate holder's** loss of **rent** claim if the **certificate holder**:

1. Fails to issue written notices as prescribed by the laws or statutes of the state in which the **property** is located for payment of **delinquent rent**;
2. Fails to file for an **eviction order** due to **delinquent rent**; or
3. Fails to pursue a **writ of possession** if the **tenant** fails to make the scheduled **rent** payments in the **eviction order**, or fails to vacate the **property**.

If laws in the state in which the **property** is located allow a **certificate holder** to send formal notices advising the **tenant** that failure to pay outstanding **rent** may result in eviction, then the **certificate holder** must exercise those rights in accordance with the time period allowed. If the only process available to the **certificate holder** is to file for eviction when the **rent** is **delinquent**, then the **certificate holder** must file for eviction within 15 (fifteen) days of delinquency, not including any additional grace period. If the **certificate holder** does not file by the 15th (fifteenth) day, the claim will be reduced by the number of days by which the filing was delayed.

If the **certificate holder** makes a filing error which requires the eviction filing to be resubmitted, then the claim for loss of **rent** will be reduced by the amount of time that elapses between the first attempt and subsequent successful filing.

G. Failure to Repair and Re-lease

The **certificate holder** must demonstrate that the **certificate holder** initiated the necessary steps to return the **property** to the rental market within 7 days after the departure of the **tenant** or the date damage is discovered. If the **certificate holder** fails to do so, **we** will commence the loss of **rent** claim beginning on the date it would have been reasonable for the **certificate holder** to have repaired any damage and attempted to re-lease the **property**.

H. Delaying Repairs

If the **certificate holder** causes unreasonable delays in commencing or carrying out any repair or rebuilding work, **we** will reduce the rental income benefit to take into account any loss of **rent** that results from the **certificate holder's** delay.

Repairs must be carried out by a tradesperson who carries all applicable insurances and is appointed by the **certificate holder**.

I. Leases

All **leases**, including month to month, must be in writing.

LOSS OF RENT CALCULATION

If the **certificate holder** is liable for loss of **rent** as set forth in the **property management agreement**, loss of **rent** is calculated using either:

1. The monthly **rent** of the **tenant** in accordance with their current **lease**; or
2. The monthly **rent** sum stated on the **certificate of insurance**, whichever is less.

The amount payable will be calculated by determining the daily **rent** by multiplying the monthly **rent** by 12 (twelve) and dividing by 365 (three hundred sixty-five). This amount will then be multiplied by the number of weeks or days' loss of rent the **certificate holder** is entitled to collect.

This amount will then be reduced by any **security deposit** remaining after subtracting all **allowable re-leasing expenses**.

A claim will be calculated until earliest of the following:

1. The day before the **property** is re-leased;
2. The date the **lease** expires either naturally or by eviction;
3. The date the **certificate holder** withdraws the **property** from the rental market;
4. The date the **tenant** vacated if no effort is made to replace the **tenant**; or
5. The Expiration Date shown on the **certificate of insurance**.

Maintenance costs that the **certificate holder** voluntarily elects to incur, but are not the past **tenant's** obligation, are not to be deducted from the **security deposit** and must be paid for by the **certificate holder**. All markup charges levied by the **certificate holder's** agent for arranging repairs or cleaning are payable by the **certificate holder**.

The resulting amount, if it exceeds the limit indicated in the **certificate of insurance** that applies to the event being claimed, will then be reduced to that limit.

LOSS ADJUSTMENT AND SETTLEMENT

A. LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to the **certificate holder** named in an issued **certificate of insurance**.

B. VALUATION

If the **certificate holder** is liable for physical loss as set forth in the **property management agreement**, adjustment of the physical loss amount under Additional Benefits of this Master Policy will be computed as of the date of loss at the **property**, and for no more than the **certificate holder's** interest, subject to the following:

The loss amount will not exceed the lesser of the following:

1. All with due diligence and dispatch the cost:
 - a. To repair;
 - b. To rebuild or replace on the same site with new materials of like size, kind, and quality; or
 - c. In rebuilding, repairing, or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.

2. The **actual cash value** if:

- a. Such **property** is useless to the **certificate holder**; or
- b. The **certificate holder** elects not to repair or replace the **property** lost, damaged, or destroyed.

We will replace any items of personal property which are less than 10 (ten) years old with a new one if they cannot be economically repaired. For personal property items that are over 10 (ten) years old, **we** will pay the **certificate holder** the **actual cash value**.

C. CARPETS

We will only pay for repair or replacement of carpet in the room where damage occurs. This could include carpet within that room that is undamaged. However, **we** will not pay to repair or replace undamaged carpet in other rooms to achieve a match with the carpet repaired or replaced.

We will try to match carpet with the original materials, if that is not possible, **we** will reserve the right to use nearest equivalent or similar materials.

D. CURTAINS

We will only pay for repair or replacement of damaged curtains in the room where damage occurs. This could include curtains within that room that are undamaged. However, **we** will not pay to repair or replace undamaged curtains in other rooms to achieve a match with the curtains repaired or replaced.

We will try to match curtains with the original materials, if that is not possible, **we** will reserve the right to use nearest equivalent or similar materials.

E. FURNITURE COVERING

If the covering of an item of furniture cannot be repaired or replaced (or repairs have been unsuccessful), **we** will pay the **certificate holder** the replacement cost of the furniture. However:

1. For furniture that is more than 10 (ten) years old, **we** will pay the **certificate holder** the **actual cash value**, and
2. For any unsuccessful repairs, **we** will pay the replacement cost less any applicable **deductible**.

If the covering of an item of furniture cannot successfully be repaired or replaced and it forms part of a set (or suite), **we** will treat the entire set as a total loss.

LOSS CONDITIONS

A. REQUIREMENTS IN CASE OF LOSS

The **certificate holder** must:

1. Give notice as soon as possible after the **certificate holder** has been made aware of the loss.
2. Protect the **property** from further loss or damage.
3. Promptly separate the damaged and undamaged **property** and put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged, and undamaged **property** showing in detail the quantities, costs, **actual cash value**, replacement value, and amount of loss claimed.
4. Give a signed and sworn proof of loss or other documents requested to **us** within 90 (ninety) days after the loss, unless that time is extended in writing by **us**. The proof of loss must state the **certificate holder's** knowledge and belief as to:
 - a. The time and origin of the loss;
 - b. The **certificate holder's** interest and that of all others in the **property**; and
 - c. The **actual cash value** and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the **property**.

The documents **we** may request include, but are not limited to, the following:

- (1) A copy of the current **tenant's lease** and the **lease** for the new ongoing **tenant**;

- (2) A copy of the **tenant's** rental payment history if the claim involves loss of **rent, malicious damage**, or theft by the **tenant**;
- (3) Copies of any, written notices, **eviction orders**, and possession proceedings documents;
- (4) Evidence of dated, published advertising to demonstrate efforts to re-lease the **property**;
- (5) Proof of ownership, such as receipts, valuations, photographs, warranties, or instruction manuals, for items which have been stolen or damaged;
 - (a) Itemized quotes to repair or replace damaged items. If the Insurers have appointed an assessor, they can assist with sourcing quotes if required;
 - (b) Invoices to justify the cost of leasing expenses that were deducted from the **tenant's security deposit**;
 - (c) Copies of move-in/move-out and routine property inspection reports along with photographs or video evidence to support a claim for damages;
 - (d) Declination letters from other insurers;
 - (e) Documentation of verifiable service animal;
 - (f) Any other court issued documents, letters, claims, writ, or summons, in relation to a claim; and
 - (g) A copy of the police report for **malicious damage**, theft, or arson.

B. SUBROGATION

The **certificate holder** is required to cooperate in any subrogation proceedings. **We** may require from the **certificate holder** an assignment or other transfer of all rights of recovery against any party for loss to the extent of **our** payment.

If the **certificate holder** enters into an agreement with the **tenant** responsible for loss or damage to the **property** to accept a financial consideration as full settlement of the **tenant's** legal debt, the **certificate holder** has effectively prevented **us** from exercising **our** right to recovery. In such circumstances, **we** will consider that the **certificate holder** has elected to self-insure the loss and will not provide the **certificate holder** with coverage under this Master Policy.

Any recovery from subrogation proceedings, less costs incurred by **us** in such proceedings, will be payable to the **certificate holder** in the proportion that the amount of:

1. Any applicable **deductible**; and
2. Any provable uninsured loss;

bears to the entire provable loss amount.

If the **certificate holder** receives payment from a **tenant** for which the **certificate holder** has already received a claim benefit, then **certificate holder** must remit the amount to **us** after the deduction of:

1. Any applicable **deductible**; and
2. Any amount that was not claimable under the Master Policy for which the **tenant** was legally obligated to pay under the **lease**.

C. ARBITRATION

If the **certificate holder** and **we** fail to agree in whole or in part regarding any aspect of this Master Policy, each party shall, within 10 (ten) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall, before commencing the arbitration, select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the **certificate holder** and **we** shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire and the award in writing of any two, duly verified, shall determine the same.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

D. SUIT AGAINST US

No suit, action, or proceeding for the recovery of any claim will be sustained against **us** in any court of law or equity unless:

1. The **certificate holder** has fully complied with all the provisions of this Master Policy; and
2. Legal action is started within 12 (twelve) months after inception of the loss.

If, under the insurance laws of the jurisdiction in which the **property** is located, such 12 (twelve) months' limitation is invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

E. COLLECTION FROM OTHERS

We will not be liable for any loss to the extent that the **certificate holder** has collected for such loss from others.

F. CHOICE OF LAW

This Master Policy will be subject to the applicable state laws to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit clause endorsed to this Master Policy.

GENERAL PROVISIONS

A. ADDITIONAL INSURED INTERESTS

Additional insured interests are automatically added to this Master Policy as their interest may appear as additional named insured, lender, mortgagee, or loss payee in the **certificates of insurance** on file with **us**. Such interests become effective on the date shown in the **certificate of insurance** and will not amend, extend, or alter the terms, conditions, provisions, exclusions, and limits of cover of this Master Policy and in no event will provide coverage broader than that afforded the **certificate holder**.

B. TENANT SCREENING CRITERIA

The **certificate holder** must ensure that the **tenant** has been screened in a professional manner that is diligent and thorough and complies with all federal, state, and local laws including industry best practices.

C. CANCELLATION OF MASTER POLICY

This Master Policy may be canceled:

1. At any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect; or
2. By **us** by giving the Master Policyholder not less than:
 - a. 90 (ninety) days' written notice of cancellation; or
 - b. 10 (ten) days' written notice of cancellation if the Master Policyholder fails to remit, when due, payment of premium for this Master Policy.

Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.

Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.

D. CANCELLATION OF CERTIFICATES

The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may also be canceled:

1. At any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect; or
2. By **us** by giving the **certificate holder** not less than:
 - a. 90 (ninety) days' written notice of cancellation; or
 - b. 10 (ten) days' written notice of cancellation if the **certificate holder** fails to remit, when due, payment of premium for the **certificate of insurance**.

Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel a **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.

E. INSPECTIONS

We, at all reasonable times, will be permitted, but will not have the duty, to inspect the **property**.

Our:

1. Right to make inspections;
2. Making of inspections; or
3. Analysis, advice, or inspection report,

will not constitute an undertaking, on behalf or for the benefit of the **certificate holder** or others, to determine or warrant that the **property** is safe or healthful. **We** will have no liability to the **certificate holder** or any other person because of any such inspection or failure to inspect.

F. ACCESS TO RECORDS

The **certificate holder** must make available to **us** at all reasonable times, and **we**, through **our** designated representatives, will have the right to inspect and copy at **our** own expense, during the period of this Master Policy and thereafter, all books, papers, and other records of the **certificate holder** and the **certificate holder's** agents or brokers in connection with this Master Policy or the subject matter hereof.

G. PROVISIONS APPLICABLE TO SPECIFIC JURISDICTIONS

Any terms of this Master Policy that conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform with the minimum requirements of such statutes.

H. MISREPRESENTATION AND FRAUD

This entire Master Policy will be void if, whether before or after a loss, the Master Policyholder has:

1. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the Master Policyholder's interest;
2. Made any attempt to defraud **us**; or
3. Made any false swearing.

A **certificate of insurance** will be void, if, whether before or after a loss, the **certificate holder** has:

1. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the **certificate holder's** interest;
2. Made any attempt to defraud **us**; or
3. Made any false swearing.

I. OTHER INSURANCE

1. If there is any other insurance that would apply in the absence of this Master Policy, this Master Policy will apply only after such insurance whether collectible or not.

2. The **certificate holder** is permitted to have other insurance over any limits of cover specified elsewhere in this Master Policy without prejudice to this Master Policy. The existence of any such insurance will not reduce any limit of liability in this Master Policy. Any other insurance that would have provided primary coverage in the absence of this Master Policy will not be considered excess.
3. The **certificate holder** is permitted to have other insurance for all, or any part, of any **deductible** in this Master Policy.
4. The existence of such other insurance will not prejudice recovery under this Master Policy. If the limits of liability of such other insurance are greater than this Master Policy's applicable **deductible**, this Master Policy's insurance will apply only after such other insurance has been exhausted.
5. In the event this Master Policy is deemed to contribute with other insurance, the limit of liability applicable at each **property**, for purposes of such contribution with other insurers, will be the latest amount shown in the **certificate of insurance**.

J. MASTER POLICY MODIFICATION

The Master Policyholder and **we** may request changes to this Master Policy. This Master Policy can be changed only by endorsements issued by **us** and made a part of this Master Policy.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

1. Change any part of this Master Policy; or
2. Prevent **us** from asserting any rights under the provisions of this Master Policy.

K. CERTIFICATE OF INSURANCE MODIFICATION

The **certificate holder** and **we** may request changes to a **certificate of insurance**. A **certificate of insurance** can be changed only by endorsements issued by **us** and made a part of the **certificate of insurance**.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

1. Change any part of a **certificate of insurance**; or
2. Prevent **us** from asserting any rights under a **certificate of insurance**.

L. SALVAGE AND RECOVERIES

All salvages, recoveries, and payments recovered or received subsequent to a loss settlement under this Master Policy will be applied as if recovered or received prior to such settlement and all necessary adjustments will be made by the parties hereto.

M. REASONABLE CARE

If the **Certificate Holder** does not take reasonable care to:

1. Avoid the risk of injury to **tenants** and others;
2. Ensure that the **property** location does not have defects that may cause injury to any person at the time a **tenant** takes possession or that such defects identified at any other time are rectified promptly once they have been brought to the **certificate holder's** attention;
3. Maintain the **property** in a good state of repair;
4. Ensure that all building, maintenance, or repairs to the **property** are undertaken by appropriately licensed and qualified person(s); and
5. Comply with all statutory obligations, by-laws, and regulations imposed by any public authority for the safety of persons or property;

then **we** will not pay for loss, damage, liability, or injury to which such failure to take reasonable care contributes.

N. PREMIUM

The Master Policyholder is responsible for the payment of premiums to **us**. The **certificate holder** is responsible for the payment of applicable premiums to the Master Policyholder. The Master Policyholder will report to **us** the total number of **properties** covered under each **certificate of insurance** and will remit the premium to **us** based on that report.

O. UNOCCUPIED PROPERTIES

Once the **property** has been **unoccupied** for 60 (sixty) days, insurance coverage must be placed elsewhere within 15 (fifteen) days and the **certificate holder** must apply for a pro rata refund of premium and cancellation of coverage.

Regardless of whether the **certificate holder** applies for the cancellation, the Master Policy coverage will not apply after the **property** has been **unoccupied** for 75 (seventy-five) days.

DEFINITIONS

Some words and terms used in this Master Policy are defined. Wherever the following words or terms are used in this Master Policy, they mean what is set out below:

- A. Actual cash value** means the amount it would cost to repair or replace **property**, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
- B. Allowable re-leasing expenses** means expenses that the **tenant** is obligated to pay under their **lease** or the relevant **Landlord-Tenant Laws**.
Allowable re-leasing expenses include, but are not limited to:
 - 1. **Property** cleanup including rubbish removal;
 - 2. Advertising fees;
 - 3. Agent re-leasing fees; and
 - 4. Carpet cleaning.
- C. Certificate holder** means the entity that has enrolled and been accepted for coverage under a **certificate of insurance**.
- D. Certificate of insurance** means the Insurance Certificate issued to a **certificate holder** that provides proof of coverage under this Master Policy.
- E. Deductible** means the first amount of any claim, which the **certificate holder** contributes.
- F. Delinquent rent** means that portion of **rent** that **tenant** has failed to pay within 5 (five) days of the **rent due date**.
- G. Delinquent rent notice** means a formal notice prescribed by local statutes or laws advising the **tenant** that failure to pay outstanding **rent** may result in eviction.
- H. Earth movement** means earth movement such as, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling, or contracting of the earth.
- I. Eviction filing fees and eviction defense costs** means costs incurred relating to an eviction lawsuit where a claim or complaint has been filed with a court or regulatory agency due to **rent delinquency**.
- J. Eviction order** means an order granted by a court, issued after the landlord wins an eviction lawsuit against the **tenant**, typically requiring the **tenant** to meet a payment schedule set by the court to vacate the **property**.
- K. Flood** means rising waters, waves, tide, or tidal water, the release of water, the rising, overflowing, or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom, surface waters or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss.

- L. Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
- M. Landlord-Tenant Laws** means the part of common or statutory law that details the rights, duties, and responsibilities of landlords and **tenants** with respect to leasehold rental properties and may include elements of both real property law and contract law.
- N. Lease** means the documented lease contract in place between landlord and **tenant** that may, with consent after the lease expires, become a month-to-month tenancy, subject to the rental terms of the original lease.
- Lease** does not include verbal leases under any circumstances.
- O. Lock box** means a single use digital access code lock or digital lock box device attached to the **property** that allows prospective **tenants** to inspect vacant properties as a "self-showing" to determine the **property's** suitability to lease.
- Lock box** does not include static code locks or lock boxes with a static code.
- P. Malicious damage** means damage to the **property** that is deliberate, intentional, and motivated by spite, malice, or vindictiveness. It includes arson where the fire is intentionally started.
- Malicious damage** does not include:
1. Damage caused by the **certificate holder** or someone acting under the express consent of the **certificate holder** or the **certificate holder's** family;
 2. **Tenant** carelessness, neglect, unhygienic living habits, or **poor housekeeping**;
 3. Damage caused by children under the age of 12 (twelve) years;
 4. Damage caused by domestic pets;
 5. Scratching, denting, chipping, or scorching; or
 6. Damage as a result of repairs or attempted repairs carried out by the **tenant**.
- Q. Market conditions** means loss of **rent** incurred at the **property** for reasons unrelated to the tenancy, e.g. low vacancy rate in the market or unrealistic **rent** expectations by the **certificate holder**.
- R. Period of insurance** means the day following the **tenant's rent** "paid to" date through to when the **property** is released, the **tenant's lease** expires, or the applicable limit is reached, whichever occurs first.
- Period of insurance** does not include any additional time due to the **certificate holder's** inability to resume operations for any reason.
- Period of insurance** may not extend beyond the Expiration Date shown in the **certificate of insurance**.
- S. Policy period** means the time period between the Effective Date and Expiration Date shown on the **certificate of insurance**.
- T. Poor housekeeping** means poor housekeeping practices or neglect, such as unclean or unhygienic living habits, lack of care, failure to control pets, accumulation of rubbish, or failure to control children under the age of 18 (eighteen) years.
- U. Possessions** means items belonging to the **tenant** such as clothing, furniture, and white goods that the **certificate holder** is required to store for a period of time as described by **landlord-tenant laws**.
- V. Property** means the building and its contents at the address set out in the **certificate of insurance** which is:
1. Owned by the **property owner**;
 2. For use by the **tenant**;
 3. Primarily used as a residential rental; and
 4. Professionally managed by the **certificate holder**.

W. Property claims service (PCS) catastrophe event means catastrophes defined by the PCS as events that:

1. Cause USD 25 (twenty-five) million or more in direct insured losses to property; and
2. Affect a significant number of policyholders and insurers and are given a catastrophe serial number.

Catastrophes are classified and divided by name into fire - other, hurricane, utility service disruption, wind and thunderstorm, and winter storm. The types of insured perils that have caused insured losses deemed catastrophic by PCS include, without limitation, tornadoes, hurricanes, storms, floods, ice and snow, freezing, wind, water damage, hail, earthquakes, fires, explosions, terrorism, volcanic eruptions, workers compensation bodily injury, and civil disorders.

X. Professional property management agent means a person or business that manages rental property for its owners as a regular part of their business activity and does so under the terms of a **property management agreement** signed by both parties. Where the state requires it, the professional property management agent must have all required state licensing.

Y. Property management agreement means a Scheer Landlord Protection Agreement or similar agreement between the **certificate holder** and the **property owner** setting forth the rights and duties of the parties.

Z. Property owner means the legally registered owner of the **property**.

AA. Rent means the financial obligation of the **tenant** under the **lease** at the time of loss or damage subject to the maximum amount set out in the **certificate of insurance**.

BB. Rent concession means an inducement offered to a **tenant** to lease the **property**. The concession may be in the form of **rent-free period**, **rent holiday**, or a short-term reduction in **rent**.

CC. Rent due date means the first day that **rent** is due according to the **lease** and does not include any grace period.

DD. Security deposit means those monies paid by the **tenant** and held as a **security deposit** against damage or outstanding **rent**. This Master Policy assumes the collection of one month's **rent** as a **security deposit**.

EE. Service, companion, or emotional support animal means a support animal that a qualified third party has determined provides a benefit to an individual with a verifiable disability. **Service, companion, or emotional support animal** includes any animal individually trained to do work or perform tasks to meet the requirements of a disabled person, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or retrieving dropped items.

FF. Sheriff, marshal, or constable fees means costs incurred for a sheriff, marshal, or constable directly resulting from services for the purpose of evicting a **tenant**.

GG. Tenant means the person or persons named in the current **lease** who occupy the **property**.

HH. Tenantable means the condition of the **property** whereby such **property** could be reasonably and safely re-leased in its current condition without adversely affecting the amount of **rent** being sought.

II. Unmanned aircraft means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

JJ. Unoccupied means **property** that has not been occupied for 60 (sixty) days or more.

KK. Untenantable means the condition of the **property** that renders it unreasonable for the **professional property management agent** to attempt to re-lease the **property** until loss or damage claimable under this Master Policy has been repaired, replaced, or reinstated but does not include periods of elective maintenance or improvement.

LL. We, us, and our means the insurer issuing this Master Policy.

MM. Writ of possession means an order obtained from the local sheriff, marshal, or constable after the **tenant** either fails to comply with the payment arrangements set forth in the **eviction order** or fails to vacate the **property** once the **eviction order** is posted.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM (CASUALTY)

This endorsement modifies all commercial liability coverage included in the policy that is subject to Sec. 102, (12) of the federal Terrorism Risk Insurance Act of 2002, as amended:

A. Subject to Paragraphs **B.** and **C.** below, this policy provides coverage for certified acts of terrorism.

As used in this endorsement, certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:

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

B. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the insurer deductible under the Terrorism Risk Insurance Act has been met, the insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy, such as losses excluded by a nuclear hazard, war, or military action exclusion.

All other terms and conditions remain unchanged.

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation Of Master Policy

- a. This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.
- b. **We** may cancel this Master Policy by mailing to the Master Policyholder and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:
 - (1) 10 (ten) days before the effective date of cancellation if **we** cancel for:
 - (a) Conviction of the Master Policyholder of a crime having as one of its necessary elements an act increasing a hazard insured against; or
 - (b) Fraud or material misrepresentation by the Master Policyholder or a representative of the Master Policyholder in obtaining the insurance or by the Master Policyholder in pursuing a claim under this Master Policy; or
 - (2) 20 (twenty) days before the effective date of cancellation if **we** cancel for:
 - (a) Nonpayment of premium; or
 - (b) Failure or refusal of the Master Policyholder to provide the information necessary to confirm exposure or determine the policy premium; or
 - (3) 90 (ninety) days before the effective date of cancellation if **we** cancel for any other reason.
- c. **We** will mail **our** notice to the Master Policyholder's last known address and the last known address of the agent or broker of record.
- d. Notice of cancellation will state the effective date of cancellation. The Policy term will end on that date.
- e. If this Master Policy is canceled, **we** will return any premium refund due to the agent or broker of record, or directly to the Master Policyholder, or, if applicable, to the premium finance company. If:
 - (1) **We** cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:
 - (a) Nonpayment of premium;
 - (b) Conviction of the Master Policyholder of a crime having as one of its necessary elements an act increasing a hazard insured against;

(c) Discovery of fraud or material misrepresentation made by the Master Policyholder or a representative of the Master Policyholder in obtaining the insurance or by the Master Policyholder in pursuing a claim under the Master Policy; or

(d) Failure or refusal of the Master Policyholder to provide the information necessary to confirm exposure or determine the policy premium;

any unearned premium shall be returned or credited within 45 (forty-five) days after the cancellation notice is given; or

(2) The Master Policyholder cancels, the refund:

(a) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, **we** will not retain this cancellation fee if this policy is canceled:

(1) And rewritten with **us** or in **our** company group;

(2) At **our** request;

(3) Because the Master Policyholder no longer has a financial or insurable interest in the **property** or business operation that is the subject of this insurance; or

(4) After the first year for a prepaid policy written for a term of more than one year; or

(b) Will be returned or credited:

(1) By the effective date of cancellation; or

(2) Within 45 (forty-five) days the Master Policyholder's request to cancel;

whichever is later.

f. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.

2. Nonrenewal

The following is added and supersedes any provision to the contrary:

a. If **we** decide not to renew this Master Policy, **we** will mail written notice of nonrenewal, by first class mail, to the Master Policyholder and the agent or broker of record at least 45 (forty-five) days before:

(1) The expiration date; or

(2) The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

b. **We** need not mail notice of nonrenewal if:

(1) **We** have manifested in good faith **our** willingness to renew;

(2) The Master Policyholder has failed to pay any premium required for this Master Policy; or

(3) The Master Policyholder fails to pay the premium required for renewal of this Master Policy.

c. Any notice of nonrenewal will be mailed to the last known addresses of the Master Policyholder and the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

3. Notice Of Premium Or Coverage Changes On Renewal

If the premium to renew this Master Policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the Master Policyholder, **we** will mail written notice to Master Policyholder's last known address and the last known address of the agent or broker of record at least 45 (forty-five) days before:

a. The expiration date; or

- b. The anniversary date if this Master Policy has been written for more than one year or with no fixed expiration date.

B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation Of Certificate

- a. The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may be canceled at any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

- b. **We** may cancel this **certificate of insurance** by mailing to the **certificate holder** and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:

(1) 10 (ten) days before the effective date of cancellation if **we** cancel for:

- (a) Conviction of the **certificate holder** of a crime having as one of its necessary elements an act increasing a hazard insured against; or
- (b) Fraud or material misrepresentation by the **certificate holder** or a representative of the **certificate holder** in obtaining the insurance or by the **certificate holder** in pursuing a claim under this **certificate of insurance**; or

(2) 20 (twenty) days before the effective date of cancellation if **we** cancel for:

- (a) Nonpayment of premium; or
- (b) Failure or refusal of the **certificate holder** to provide the information necessary to confirm exposure or determine the premium; or

(3) 90 (ninety) days before the effective date of cancellation if **we** cancel for any other reason.

- c. **We** will mail **our** notice to the **certificate holder's** last known address and the last known address of the agent or broker of record.

d. Notice of cancellation will state the effective date of cancellation.

- e. If this **certificate of insurance** is canceled, **we** will return any premium refund due to the agent or broker of record, or directly to the **certificate holder**, or, if applicable, to the premium finance company. If:

(1) **We** cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:

- (a) Nonpayment of premium;
- (b) Conviction of the **certificate holder** of a crime having as one of its necessary elements an act increasing a hazard insured against;
- (c) Discovery of fraud or material misrepresentation made by the **certificate holder** or a representative of the **certificate holder** in obtaining the insurance or by the **certificate holder** in pursuing a claim under the **certificate of insurance**; or
- (d) Failure or refusal of the **certificate holder** to provide the information necessary to confirm exposure or determine the premium;

any unearned premium shall be returned or credited within 45 (forty-five) days after the cancellation notice is given; or

(2) The **certificate holder** cancels, the refund:

- (a) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, **we** will not retain this cancellation fee if this **certificate of insurance** is canceled:
 - (i) And rewritten with **us** or in **our** company group;
 - (ii) At **our** request;
 - (iii) Because the **certificate holder** no longer has a financial or insurable interest in the **property** or business operation that is the subject of this insurance; or
 - (iv) After the first year for a prepaid **certificate of insurance** written for a term of more than one year; or
- (b) Will be returned or credited:
 - (i) By the effective date of cancellation; or
 - (ii) Within 45 (forty-five) days of the **certificate holder's** request to cancel; whichever is later.

2. Nonrenewal

The following is added and supersedes any provision to the contrary:

- a. If **we** decide not to renew this **certificate of insurance**, **we** will mail written notice of nonrenewal, by first class mail, to the **certificate holder** and the agent or broker of record at least 45 (forty-five) days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this **certificate of insurance** has been written for more than one year or with no fixed expiration date.
- b. **We** need not mail notice of nonrenewal if:
 - (1) **We** have manifested in good faith **our** willingness to renew;
 - (2) The **certificate holder** has failed to pay any premium required for this **certificate of insurance**; or
 - (3) The **certificate holder** fails to pay the premium required for renewal of this **certificate of insurance**.
- c. Any notice of nonrenewal will be mailed to the last known addresses of the **certificate holder** and the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

3. Notice Of Premium Or Coverage Changes On Renewal

If the premium to renew this **certificate of insurance** increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the **certificate holder**, **we** will mail written notice to **certificate holder's** last known address and the last known address of the agent or broker of record as least 45 (forty-five) days before:

- a. The expiration date; or
- b. The anniversary date if this **certificate of insurance** has been written for more than one year or with no fixed expiration date.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect More Than 60 Days

If this Master Policy has been in effect more than 60 (sixty) days or is a renewal policy, **we** may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by the Master Policyholder or with the knowledge of the Master Policyholder in obtaining the policy, continuing the policy, or in presenting a claim under the Master Policy;
- c. The occurrence of a material change in the risk which substantially increases any hazard insured against after issuance of the Master Policy;
- d. Violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any **property** or its occupancy which substantially increases any hazard insured against under the Master Policy; or
- e. A material violation of a material provision of the Master Policy.

2. When We Do Not Renew

a. If **we** decide not to renew this Master Policy, **we** will mail to the Master Policyholder shown in the Declarations written notice of nonrenewal at least 60 (sixty) days before:

- (1) Its expiration date; or
- (2) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, **we** are not required to send this notice if nonrenewal is due to the Master Policyholder's failure to pay any premium required for renewal.

b. **We** will mail our notice to the Master Policyholder's mailing address last known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following are added to Paragraph **D.** Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect More Than 60 Days

If this **certificate of insurance** has been in effect more than 60 (sixty) days or is a renewal **certificate of insurance**, **we** may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;

- b. Fraud or material misrepresentation made by the **certificate holder** or with the knowledge of the **certificate holder** in obtaining the **certificate of insurance**, continuing the **certificate of insurance**, or in presenting a claim under the **certificate of insurance**;
- c. The occurrence of a material change in the risk which substantially increases any hazard insured against after issuance of the **certificate of insurance**;
- d. Violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any **property** or its occupancy which substantially increases any hazard insured against under the **certificate of insurance**; or
- e. A material violation of a material provision of the Master Policy.

2. When We Do Not Renew

- a. If **we** decide not to renew this **certificate of insurance**, **we** will mail to the **certificate holder** shown in the **certificate of insurance** written notice of nonrenewal at least 60 (sixty) days before:
 - (1) Its expiration date; or
 - (2) Its anniversary date, if it is a **certificate of insurance** written for a term of more than one year and with no fixed expiration date.

However, **we** are not required to send this notice if nonrenewal is due to the **certificate holder's** failure to pay any premium required for renewal.

- b. **We** will mail our notice to the **certificate holder's** mailing address last known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more or if this policy is a renewal policy, **we** may cancel this Master Policy by giving the Master Policyholder written notice of cancellation for one or more of the following reasons:

- a.** Nonpayment of premium
- b.** Conviction of a crime arising out of acts increasing the hazard insured against;
- c.** Discovery of fraud or material misrepresentation by the Master Policyholder in obtaining the policy or in perfecting any claim thereunder;
- d.** Discovery of any willful or reckless act or omission by the Master Policyholder increasing the hazard insured against; or
- e.** A determination by the Commissioner that continuation of the Master Policy would violate or place **us** in violation of the law.
- f.** Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.

We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described above.

If **we** cancel for nonpayment of premium, the Master Policyholder may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

If **we** cancel this Master Policy for one of the reasons specified above, Notice of cancellation will be delivered or sent by:

- (1)** Registered mail;
- (2)** Certified mail; or
- (3)** Mail evidenced by a United States Post Office certificate of mailing.

We will give notice to the Master Policyholder at the last mailing address known to **us**, and notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The Policy term will end on that date.

2. Return of Premium

If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a

pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.

3. Nonrenewal And Conditional Renewal

- a. If **we** decide not to renew this Master Policy, or to conditionally renew this Master Policy under terms or conditions less favorable to the insured than currently provided under this Master Policy, **we** will mail or deliver to the Master Policyholder a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 (sixty) days before the expiration date of this Master Policy. The notice will be sent to the Master Policyholder's address last known to us.
- b. If **we** conditionally renew this Master Policy under terms or conditions less favorable to the Master Policyholder than currently provided under this Master Policy, the conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
 - (1) Reduction in coverage limits;
 - (2) Coverage provisions added or revised that reduce coverage; or
 - (3) Increases in deductibles.
- c. Notice of nonrenewal or conditional renewal will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.If notice is mailed, proof of mailing is sufficient proof of notice.

However, **we** are not required to send notice of nonrenewal if nonrenewal is due to the Master Policyholder's failure to pay any advance premium required for renewal.

B. The following are added to Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect for 60 (sixty) days or more or if this **certificate of insurance** is a renewal, **we** may cancel this **certificate of insurance** by giving the **certificate holder** written notice of cancellation for one or more of the following reasons:

- a. Nonpayment of premium
- b. Conviction of a crime arising out of acts increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation by the **certificate holder** in obtaining the **certificate of insurance** or in perfecting any claim thereunder;
- d. Discovery of any willful or reckless act or omission by the **certificate holder** increasing the hazard insured against; or
- e. A determination by the Commissioner that continuation of the **certificate of insurance** would violate or place us in violation of the law.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.

We may not cancel policies in effect for 60 days or more or renewal **certificates of insurance** for any reason other than the reasons described above.

If **we** cancel for nonpayment of premium, the **certificate holder** may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

If **we** cancel this **certificate of insurance** for one of the reasons specified above, Notice of cancellation will be delivered or sent by:

- (1) Registered mail;
- (2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

We will give notice to the **certificate holder** at the last mailing address known to **us**, and notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The **policy period** will end on that date.

2. Return of Premium

If this **certificate of insurance** is canceled, **we** will send the **certificate holder** any premium refund due. Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel this **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.

3. Nonrenewal And Conditional Renewal

- a. If **we** decide not to renew this **certificate of insurance**, or to conditionally renew this **certificate of insurance** under terms or conditions less favorable to the insured than currently provided under this **certificate of insurance**, **we** will mail or deliver to the **certificate holder** a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 (sixty) days before the expiration date of this **certificate of insurance**. The notice will be sent to the **certificate holder's** address last known to us.
- b. If **we** conditionally renew this **certificate of insurance** under terms or conditions less favorable to the **certificate holder** than currently provided under this **certificate of insurance**, the conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
 - (1) Reduction in coverage limits;
 - (2) Coverage provisions added or revised that reduce coverage; or
 - (3) Increases in deductibles.
- c. Notice of nonrenewal or conditional renewal will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

However, **we** are not required to send notice of nonrenewal if nonrenewal is due to the **certificate holder's** failure to pay any advance premium required for renewal.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation By Master Policyholder

This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Master Policy In Effect For 90 Days Or Less

If this Master Policy has been in effect for 90 (ninety) days or less, **we** may cancel this Master Policy by mailing or delivering to the Master Policyholder written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- (2) 90 (ninety) days before the effective date of cancellation if **we** cancel for any other reason, except **we** may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by **us**.

b. Master Policy In Effect For More Than 90 Days

If this Master Policy has been in effect for more than 90 (ninety) days, **we** may cancel this Master Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The Master Policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by **us** within 90 (ninety) days of the effective date of coverage;
- (4) A substantial change in the risk covered by the Master Policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If **we** cancel this Master Policy for any of these reasons, **we** will mail or deliver to the Master Policyholder written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- (b) 45 (forty-five) days before the effective date of cancellation if **we** cancel for any of the other reasons stated in this Paragraph **b**.

3. **We** will mail or deliver **our** notice to the Master Policyholder at the last mailing address known to **us**.
 4. If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. If **we** cancel, the refund will be pro rata. If the Master Policyholder cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Master Policy is returned to **us**, **we** will mail the refund within 15 (fifteen) working days after the date cancellation takes effect.
 5. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.
 6. The cancellation will be effective even if **we** have not made or offered a refund.
 7. **Nonrenewal**
 - a. If **we** decide not to renew this Master Policy, **we** will mail or deliver to the Master Policyholder written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 (forty-five) days prior to the expiration of this Master Policy.
 - b. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder at the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation By Certificate Holder

The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may be canceled at any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Certificate In Effect For 90 Days Or Less

If this **certificate of insurance** has been in effect for 90 (ninety) days or less, **we** may cancel this **certificate of insurance** by mailing or delivering to the **certificate holder** written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- (2) 90 (ninety) days before the effective date of cancellation if **we** cancel for any other reason, except **we** may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by **us**.

b. Certificate In Effect For More Than 90 Days

If this **certificate of insurance** has been in effect for more than 90 (ninety) days, **we** may cancel this **certificate of insurance** only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The **certificate of insurance** was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by **us** within 90 (ninety) days of the effective date of coverage;
- (4) A substantial change in the risk covered by the **certificate of insurance**; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If **we** cancel this **certificate of insurance** for any of these reasons, **we** will mail or deliver to the **certificate holder** written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - (b) 90 (ninety) days before the effective date of cancellation if **we** cancel for any of the other reasons stated in this Paragraph **b**.
3. **We** will mail or deliver **our** notice to the **certificate holder** at the last mailing address known to **us**.
 4. If this **certificate of insurance** is canceled, **we** will send the **certificate holder** any premium refund due. If **we** cancel, the refund will be pro rata. If the **certificate holder** cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this **certificate of insurance** is returned to **us**, **we** will mail the refund within 15 working days after the date cancellation takes effect.
 5. The cancellation will be effective even if **we** have not made or offered a refund.
 6. **Nonrenewal**
 - a. If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver to the **certificate holder** written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 (forty-five) days prior to the expiration of this **certificate of insurance**.
 - b. Any notice of nonrenewal will be mailed or delivered to the **certificate holder** at the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or Less

If this Master Policy has been in effect for 60 (sixty) days or less, and is not a renewal with **us**, **we** may cancel this policy for any reason.

2. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect more than 60 (sixty) days or is a renewal policy, **we** may cancel for one or more of the following reasons:

- a. Nonpayment of premium; whether payable to **us** or to **our** agent;
2. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this Master Policy in obtaining this Master Policy, continuing this Master Policy or presenting a claim under this Master Policy;
3. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
4. Upon the violation of any of the material terms or conditions of this Master Policy by any person insured under this policy.

3. Nonrenewal

If **we** decide to:

1. Nonrenew this Master Policy; or
2. Increase current Master Policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

then **we** will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the Master Policyholder, at the last mailing address known to us, and **we** will mail or deliver notice at least 45 (forty-five) days before the expiration date of this Master Policy if we decide to nonrenew, increase the premium, or limit or restrict coverage.

B. The following are added to Paragraph **D.** Cancellation Of Certificate under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or Less

If this **certificate of insurance** has been in effect for 60 (sixty) days or less, and is not a renewal with **us**, **we** may cancel this **certificate of insurance** for any reason.

2. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect more than 60 (sixty) days or is a renewal **certificate of insurance**, **we** may cancel for one or more of the following reasons:

- a. Nonpayment of premium; whether payable to **us** or to our agent;
- b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this **certificate of insurance** in obtaining this **certificate of insurance**, continuing this **certificate of insurance** or presenting a claim under this **certificate of insurance**;
- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this **certificate of insurance** by any person insured under this **certificate of insurance**.

3. Nonrenewal

If **we** decide to:

- a. Nonrenew this **certificate of insurance**; or
- b. Increase current **certificate of insurance** premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- c. Change any policy provision which would limit or restrict coverage;

then **we** will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the **certificate holder**, at the last mailing address known to us, and **we** will mail or deliver notice at least 45 (forty-five) days before the expiration date of this **certificate of insurance** if we decide to nonrenew, increase the premium, or limit or restrict coverage.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following is added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation Of Master Policies In Effect 90 Days Or Less

If this Master Policy has been in effect for 90 (ninety) days or less, **we** may cancel this Master Policy by mailing to the Master Policyholder written notice of cancellation at least:

- a. 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- b. 20 (twenty) days before the effective date of cancellation if Master Policyholder has perpetrated a fraud or material misrepresentation on **us**; or
- c. 30 (thirty) days before the effective date of cancellation if **we** cancel for any other reason.

2. Cancellation Of Master Policies In Effect More Than 90 Days

If this Master Policy has been in effect for more than 90 (ninety) days, or is a renewal of a policy **we** issued, **we** may cancel this Master Policy, only for one or more of the reasons listed below, by mailing to the Master Policyholder written notice of cancellation at least:

- a. 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- b. 20 (twenty) days before the effective date of cancellation if the Master Policyholder has perpetrated a fraud or material misrepresentation on **us**; or
- c. 45 (forty-five) days before the effective date of cancellation if:
 - (1) There has been a substantial change in the scale of risk covered by this Master Policy;
 - (2) Reinsurance of the risk associated with this Master Policy has been canceled; or
 - (3) The Master Policyholder has failed to comply with reasonable safety recommendations.

3. Nonrenewal

a. If **we** elect not to renew this Master Policy, **we** will mail to the Master Policyholder written notice of nonrenewal at least 45 (forty-five) days before:

- (1) The expiration date of this Master Policy, if the Master Policy is written for a term of one year or less; or
- (2) The anniversary date of this Master Policy, if the Master Policy is written for a term of more than one year.

b. **We** will mail **our** notice to the Master Policyholder's last mailing address known to **us**. Proof of mailing will be sufficient proof of notice.

B. The following is added to Paragraph **D.** Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation Of Certificates Of Insurance In Effect 90 Days Or Less

If this **certificate of insurance** has been in effect for 90 (ninety) days or less, **we** may cancel this **certificate of insurance** by mailing to the **certificate holder** written notice of cancellation at least:

- a. 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- b. 20 (twenty) days before the effective date of cancellation if the **certificate holder** has perpetrated a fraud or material misrepresentation on **us**; or
- c. 30 days before the effective date of cancellation if **we** cancel for any other reason.

2. Cancellation Of Certificates Of Insurance In Effect More Than 90 Days

If this **certificate of insurance** has been in effect for more than 90 (ninety) days, or is a renewal of a **certificate of insurance** **we** issued, **we** may cancel this **certificate of insurance**, only for one or more of the reasons listed below, by mailing to the **certificate holder** written notice of cancellation at least:

- a. 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- b. 20 (twenty) days before the effective date of cancellation if the **certificate holder** has perpetrated a fraud or material misrepresentation on **us**; or
- c. 45 (forty-five) days before the effective date of cancellation if:
 - (1) There has been a substantial change in the scale of risk covered by the **certificate of insurance**;
 - (2) Reinsurance of the risk associated with the **certificate of insurance** has been canceled; or
 - (3) The **certificate holder** has failed to comply with reasonable safety recommendations.

3. Nonrenewal

- a. If **we** elect not to renew this **certificate of insurance**, **we** will mail to the **certificate holder** written notice of nonrenewal at least 45 (forty-five) days before:
 - (1) The expiration date of the **certificate of insurance**, if the **certificate of insurance** is written for a term of one year or less; or
 - (2) The anniversary date of the **certificate of insurance**, if the **certificate of insurance** is written for a term of more than one year.
- b. **We** will mail **our** notice to the **certificate holder's** last mailing address known to **us**. Proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation By Master Policyholder

This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. **We** may cancel this Master Policy, by mailing or delivering to the Master Policyholder and any loss payee written notice of cancellation at least:

- (1) 30 (thirty) days before the effective date of cancellation if **we** cancel due to loss of reinsurance coverage.
- (2) 10 (ten) days before the effective date of cancellation if **we** cancel for any other reasons.

b. Master Policy In Effect For 60 Days Or Less

If this Master Policy is a new policy and has been in effect for less than 60 (sixty) days, **we** may cancel for:

- (1) Loss of reinsurance, subject to Paragraph d. below; or
- (2) Any other reason.

c. Master Policy In Effect For More Than 60 Days

If this Master Policy has been in effect for 60 (sixty) days or more, or is a renewal of a policy **we** issued, **we** cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by or with the knowledge of the Master Policyholder in obtaining the Master Policy, when renewing the Master Policy, or in presenting a claim under the Master Policy.
- (3) Acts or omissions by the Master Policyholder that substantially change or increase the risk insured;
- (4) Determination by the Commissioner that the continuation of the Master Policy would jeopardize **our** solvency or would place **us** in violation of the insurance laws in this or any other state;
- (5) The Master Policyholder has acted in a manner which it knew or should have known was in violation or breach of a policy term or condition; or
- (6) Loss of reinsurance, subject to Paragraph d. below.

d. **We** may cancel due to loss of reinsurance which provides coverage to **us** for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. **We** will mail or deliver **our** notice to the Master Policyholder at the last mailing address known to **us**.
4. Notice of Cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation. The Policy term will end on that date.
5. If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. If **we** cancel, the refund will be pro rata. If the Master Policyholder cancels, the refund may be less than pro rata. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
7. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 months.

8. **Nonrenewal**

If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal, accompanied by the reason for nonrenewal to the Master Policyholder and any loss payee at least 45 (forty-five) days prior to the expiration of this Master Policy, except if:

- a. If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder and any loss payee at least 45 (forty-five) days before the expiration date of this Master Policy, except if:
 - (1) **We** have offered to issue a renewal policy; or
 - (2) The Master Policyholder has failed to pay a premium due or any advance premium required by **us** for renewal.
- b. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. **CANCELLATION OF CERTIFICATES**

1. **Cancellation By Certificate Holder**

The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may be canceled at any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. **Cancellation By Us**

a. **We** may cancel this **certificate of insurance**, by mailing or delivering to the **certificate holder** and any loss payee written notice of cancellation at least:

- (1) 30 (thirty) days before the effective date of cancellation if **we** cancel due to loss of reinsurance coverage.
- (2) 10 (ten) days before the effective date of cancellation if **we** cancel for any other reasons.

b. **Certificate In Effect For 60 Days Or Less**

If this **certificate of insurance** is new and has been in effect for less than 60 (sixty) days, **we** may cancel for:

- (1) Loss of reinsurance, subject to Paragraph d. below; or
- (2) Any other reason.

c. Certificate In Effect For More Than 60 Days

If this **certificate of insurance** has been in effect for 60 (sixty) days or more, or is a renewal of a **certificate of insurance** we issued, we cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by or with the knowledge of the **certificate holder** in obtaining the policy, when renewing the **certificate of insurance**, or in presenting a claim under the **certificate of insurance**.
- (3) Acts or omissions by the **certificate holder** that substantially change or increase the risk insured;
- (4) Determination by the Commissioner that the continuation of the **certificate of insurance** would jeopardize **our** solvency or would place **us** in violation of the insurance laws in this or any other state;
- (5) The **certificate holder** has acted in a manner which it knew or should have known was in violation or breach of a policy term or condition; or
- (6) Loss of reinsurance, subject to Paragraph **d.** below.

d. We may cancel due to loss of reinsurance which provides coverage to **us** for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver **our** notice to the **certificate holder** at the last mailing address known to **us**.
4. Notice of Cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation.
5. If this **certificate of insurance** is canceled, we will send the **certificate holder** any premium refund due. If we cancel, the refund will be pro rata. If the **certificate holder** cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
7. **Nonrenewal**

If we decide not to renew this **certificate of insurance**, we will mail or deliver written notice of nonrenewal, accompanied by the reason for nonrenewal to the **certificate holder** and any loss payee at least 45 (forty-five) days prior to the expiration of this **certificate of insurance**, except if:

- a. If we decide not to renew this **certificate of insurance**, we will mail or deliver written notice of nonrenewal to the **certificate of insurance** and any loss payee at least 45 (forty-five) days before the expiration date of this **certificate of insurance**, except if:
 - (1) We have offered to issue a renewal **certificate of insurance**; or
 - (2) The **certificate holder** has failed to pay a premium due or any advance premium required by **us** for renewal.
- b. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is amended as follows:

1. The following is added unless Paragraph A.2. of this endorsement applies:

Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this Master Policy has been in effect for fewer than 60 (sixty) days and is not a renewal of a policy **we** issued, **we** may cancel this Master Policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium:

We may cancel this Master Policy by mailing or delivering to the Master Policyholder written notice of cancellation at least 10 (ten) days before the effective date of cancellation.

(2) Cancellation for any other reason:

We may cancel this Master Policy by mailing or delivering to Master Policyholder written notice of cancellation at least 60 (sixty) days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more, or is a renewal of a policy **we** issued, **we** may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by the Master Policyholder or with the Master Policyholder's knowledge with the intent to deceive in obtaining the Master Policy, continuing the Master Policy, or in presenting a claim under the Master Policy;

(3) Activities or omissions by the Master Policyholder that change or increase any hazard insured against;

(4) Change in the risk that increases the risk of loss after **we** issued or renewed this Master Policy, including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this Master Policy would jeopardize **our** solvency or would place **us** in violation of the insurance laws of this or any other state;

(6) The Master Policyholder's violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph A.1.b. to the Master Policyholder at least:

(a) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or

(b) 30 (thirty) days before the effective date of cancellation if **we** cancel for a reason described in Paragraphs A.1.b.(2) through (7) above.

2. The following is added with respect to premium payments due on new and renewal policies, including installment payments:

Notice Of Cancellation

- a. If the Master Policyholder's premium payment check or other negotiable instrument is returned to **us** or **our** agent or a premium finance company because it is uncollectible for any reason, **we** may cancel the Master Policy subject to Paragraphs **2.b.** and **2.c.** below.
- b. **We** may cancel the Master Policy, effective from the date the premium payment was due, by sending the Master Policyholder written notice by certified mail, or by delivering such notice to the Master Policyholder, within 10 (ten) days of the date that **we** receive notice of the returned check or negotiable instrument.
- c. The cancellation notice will also advise the Master Policyholder that the Master Policy will be reinstated, effective from the date the premium payment was due, if the Master Policyholder presents to **us** a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 (ten) days of the date that the cancellation notice was sent.

3. The following is added:

Premium Refund – Master Policy

If this Master Policy is canceled, **we** will return any premium refund due, subject to Paragraphs **3.a.** through **3.e.** The cancellation will be effective even if **we** have not made or offered a refund.

- a. If **we** cancel, the refund will be pro rata.
- b. If the Master Policyholder cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- c. **We** will send the refund to the Master Policyholder unless Paragraph **3.d.** or **3.e.** applies.
- d. If **we** cancel based on Paragraph **A.2.** of this endorsement, **we** will return the premium due, if any, within 10 days after the expiration of the 10 (ten) day period referred to in **A.2.c.** If payment was advanced by the insurance agent, **we** will send the return premium directly to such payor.
- e. When return premium payment is sent to the agent of the Master Policyholder, **we** will provide notice to the Master Policyholder, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

4. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- a. If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder at least 60 (sixty) days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- b. **We** need not mail or deliver this notice if:
 - (1) **We** or another company within our insurance group have offered to issue a renewal Master Policy; or
 - (2) The Master Policyholder has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- c. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder at the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Such notice to the Master Policyholder shall include the Master Policyholder's loss run information for the period the Master Policy has been in force within, but not to exceed, the last three years of coverage.

B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is amended as follows

1. The following is added unless Paragraph **B.2.** of this endorsement applies:

Notice Of Cancellation

a. Cancellation Of Certificates of Insurance In Effect For Fewer Than 60 Days Which Are Not Renewals

If the **certificate of insurance** has been in effect for fewer than 60 (sixty) days and is not a renewal of a **certificate of insurance** we issued, **we** may cancel this **certificate of insurance** for any reason, subject to the following:

(1) Cancellation for nonpayment of **premium**:

We may cancel this **certificate of insurance** by mailing or delivering to the **certificate holder** written notice of cancellation at least 10 (ten) days before the effective date of cancellation.

(2) Cancellation for any other reason:

We may cancel this **certificate of insurance** by mailing or delivering to **certificate holder** written notice of cancellation at least 60 (sixty) days before the effective date of cancellation.

b. Cancellation Of Renewal Certificates of Insurance And New Certificates of Insurance In Effect For 60 Days Or More

If the **certificate of insurance** has been in effect for 60 (sixty) days or more, or is a renewal of a **certificate of insurance** we issued, **we** may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by the **certificate holder** or with the **certificate holder's** knowledge with the intent to deceive in obtaining the **certificate of insurance**, continuing the **certificate of insurance**, or in presenting a claim under the Master Policy;

(3) Activities or omissions by the **certificate holder** that change or increase any hazard insured against;

(4) Change in the risk that increases the risk of loss after **we** issued or renewed this **certificate of insurance**, including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this **certificate of insurance** would jeopardize **our** solvency or would place **us** in violation of the insurance laws of this or any other state;

(6) The **certificate holder's** violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **D.2.b.** to the **certificate holder** at least:

(a) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or

(b) 30 (thirty) days before the effective date of cancellation if **we** cancel for a reason described in Paragraphs **B.1.b.(2)** through **(7)** above.

2. The following is added with respect to premium payments due on new and renewal policies, including installment payments:

Notice Of Cancellation

a. If the **certificate holder's** premium payment check or other negotiable instrument is returned to **us** or **our** agent or a premium finance company because it is uncollectible for any reason, **we** may cancel the **certificate of insurance** subject to Paragraphs **2.b.** and **2.c.** below.

b. **We** may cancel the **certificate of insurance**, effective from the date the premium payment was due, by sending the **certificate holder** written notice by certified mail, or by delivering such notice to the **certificate holder**, within 10 (ten) days of the date that **we** receive notice of the returned check or negotiable instrument.

c. The cancellation notice will also advise the **certificate holder** that the **certificate of insurance** will be reinstated, effective from the date the premium payment was due, if the **certificate holder** presents to **us** a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 (ten) days of the date that the cancellation notice was sent.

3. The following is added:

Premium Refund – Certificate Of Insurance

If this **certificate of insurance** is canceled, **we** will return any premium refund due, subject to Paragraphs **3.a.** through **3.e.** The cancellation will be effective even if **we** have not made or offered a refund.

- a. If **we** cancel, the refund will be pro rata.
- b. If the **certificate holder** cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 (thirty) days after the effective date of cancellation.
- c. **We** will send the refund to the **certificate holder** unless Paragraph **3.d.** or **3.e.** applies.
- d. If **we** cancel based on Paragraph **B.2.** of this endorsement, **we** will return the premium due, if any, within 10 days after the expiration of the 10 (ten) day period referred to in **B.2.c.** If payment was advanced by the insurance agent, **we** will send the return premium directly to such payor.
- e. When return premium payment is sent to the agent of the **certificate holder**, **we** will provide notice to the **certificate holder**, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

4. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- a. If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver written notice of nonrenewal to the **certificate holder**, at least 60 (sixty) days before its expiration date, or its anniversary date if it is a **certificate of insurance** written for a term of more than one year or with no fixed expiration date.
- b. **We** need not mail or deliver this notice if:
 - (1) **We** or another company within our insurance group have offered to issue a renewal **certificate of insurance**; or
 - (2) The **certificate holder** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- c. Any notice of nonrenewal will be mailed or delivered to the **certificate holder**, at the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Such notice to the **certificate holder** shall include the **certificate holder's** loss run information for the period the **certificate of insurance** has been in force within, but not to exceed, the last three years of coverage.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more or if this Master Policy is a renewal policy, **we** may cancel this Master Policy for the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by the Master Policyholder or with the Master Policyholder's consent in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the Policy term. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation, or court decision;
- d. Failure to comply with reasonable loss control recommendations;
- e. Substantial breach of contractual duties, conditions, or warranties; or
- f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the Master Policy belongs will jeopardize **our** solvency or will place **us** in violation of the insurance laws of Maine or any other state.

2. Nonrenewal

If **we** decide not to renew this Master Policy, **we** will mail or deliver notice of nonrenewal to the Master Policyholder. Nonrenewal will not be effective prior to 30 (thirty) days after the receipt by the Master Policyholder of the notice of nonrenewal. A post office certificate of mailing to the Master Policyholder at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. The following are added to Paragraph C. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect for 60 (sixty) days or more or if this **certificate of insurance** is a renewal **certificate of insurance**, **we** may cancel this **certificate of insurance** for the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by the **certificate holder** or with the **certificate holder's** consent in obtaining the **certificate of insurance**, continuing the **certificate of insurance**, or in presenting a claim under the **certificate of insurance**;

- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the **policy period**. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation, or court decision;
- d. Failure to comply with reasonable loss control recommendations;
- e. Substantial breach of contractual duties, conditions, or warranties; or
- f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the Master Policy belongs will jeopardize **our** solvency or will place **us** in violation of the insurance laws of Maine or any other state.

2. Nonrenewal

If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver notice of nonrenewal to the **certificate holder**. Nonrenewal will not be effective prior to 30 (thirty) days after the receipt by the **certificate holder** of the notice of nonrenewal. A post office certificate of mailing to the **certificate holder** at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing conditions remain unchanged.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following is added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. If:
 - a. The Master Policyholder cancels this Master Policy, **we** will notify any named creditor loss payee.
 - b. **We** cancel this Master Policy, **we** will mail or deliver **our** written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the Master Policyholder, as stated in this Provision.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

2. Nonrenewal

- a. If the Master Policyholder does not renew this Master Policy, **we** will notify any named creditor loss payee.
- b. If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder and any named creditor loss payee, at least:
 - (1) 10 (ten) days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium;
or
 - (2) 30 (thirty) days before an anniversary date or the expiration date of the Master Policy, if the nonrenewal is for any other reason.

We will notify the Master Policyholder and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

3. The requirements for notification of cancellation or nonrenewal of this Master Policy, as stated in Paragraph **A.** above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this Master Policy, including any endorsement attached to this Master Policy.
4. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal of this Master Policy by providing **us** with a written release.

B. The following is added to Paragraph **D.** Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. If:
 - a. The **certificate holder** cancels this **certificate of insurance**, **we** will notify any named creditor loss payee.
 - b. **We** cancel this **certificate of insurance**, **we** will mail or deliver **our** written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the **certificate holder**, as stated in this Provision.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

2. Nonrenewal

- a. If the **certificate holder** does not renew this **certificate of insurance**, we will notify any named creditor loss payee.
- b. If we decide not to renew this **certificate of insurance**, we will mail or deliver written notice of nonrenewal to the **certificate holder** and any named creditor loss payee, at least:
 - (1) 10 (ten) days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium;
or
 - (2) 30 (thirty) days before an anniversary date or the expiration date of the **certificate of insurance**, if the nonrenewal is for any other reason.

We will notify the **certificate holder** and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

3. The requirements for notification of cancellation or nonrenewal of this **certificate of insurance**, as stated in Paragraph **D.** above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this **certificate of insurance**, including any endorsement attached to the **certificate of insurance**.
4. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal of the **certificate of insurance** by providing us with a written release.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation By Master Policyholder

This Master Policy may be cancelled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Midterm Cancellation

We may cancel this Master Policy based on the provisions below, by mailing or delivering written notice to the Master Policyholder at least 90 (ninety) days before the effective date of cancellation:

- (1) If this Master Policy has been in effect for less than 60 (sixty) days, except as provided in Paragraph (3) below, **we** may cancel for any reason.
- (2) If this Master Policy has been in effect for 60 (sixty) days or more, **we** may cancel this Master Policy prior to the expiration of the Policy term or prior to one year from the effective date of the Master Policy or renewal, whichever is less, only for one or more of the following reasons:
 - (a) Failure to pay a premium when due;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (d) Substantial breaches of contractual duties, conditions, or warranties;
 - (e) Determination by the Commissioner of Insurance that continuation of the Master Policy would place **us** in violation of the Montana Insurance Code;
 - (f) Financial impairment of **us**; or
 - (g) Such other reasons that are approved by the Commissioner of Insurance.
- (3) If this Master Policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, **we** may cancel this policy only for one or more of the reasons stated in Paragraph (2) above.

b. Anniversary Cancellation

We may cancel any policy with a Policy term of more than one year by mailing or delivering to the Master Policyholder written notice of cancellation at least 45 (forty five) days before the expiration date of the Master Policy. Such cancellation will be effective on the Expiration Date shown in the Declarations.

c. Return Of Premium

Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.

3. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.

4. Nonrenewal

- a. If **we** elect not to renew this Master Policy, **we** will mail or deliver to the Master Policyholder and agent, if any, a notice of intention not to renew at least 45 (forty five) days before the agreed expiration date.
- b. **We** need not mail or deliver this notice if:
 - (1) The Master Policyholder has purchased insurance elsewhere;
 - (2) The Master Policyholder has accepted replacement coverage;
 - (3) The Master Policyholder has requested or agreed to nonrenewal; or
 - (4) This Master Policy is expressly designated as nonrenewable.

- B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation By Certificate Holder

The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of **commencement date**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21-day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may also be canceled at any time at the **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Midterm Cancellation

We may cancel this certificate based on the provisions below, by mailing or delivering written notice to the **certificate holder** at least 90 (ninety) days before the effective date of cancellation:

- (1) If this **certificate of insurance** has been in effect for less than 60 (sixty) days, except as provided in Paragraph (3) below, **we** may cancel for any reason.
- (2) If this **certificate of insurance** has been in effect for 60 (sixty) days or more, **we** may cancel this certificate prior to the expiration of the agreed term or prior to one year from the effective date of the **certificate of insurance** or renewal, whichever is less, only for one or more of the following reasons:
 - (a) Failure to pay a premium when due;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (d) Substantial breaches of contractual duties, conditions, or warranties;
 - (e) Determination by the Commissioner of Insurance that continuation of the **certificate of insurance** would place us in violation of the Montana Insurance Code;
 - (f) Financial impairment of **us**; or
 - (g) Such other reasons that are approved by the Commissioner of Insurance.

(3) If this **certificate of insurance** has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, **we** may cancel this **certificate of insurance** only for one or more of the reasons stated in Paragraph (2) above.

b. Anniversary Cancellation

We may cancel any **certificate of insurance** with a term of more than one year by mailing or delivering to the **certificate holder** written notice of cancellation at least 45 (forty five) days before the agreed expiration date. Such cancellation will be effective on the Expiration Date shown on the Certificate Of Insurance.

c. Return Of Premium

Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel this **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.

3. Nonrenewal

a. If **we** elect not to renew this **certificate of insurance**, **we** will mail or deliver to the **certificate holder** and agent, if any, a notice of intention not to renew at least 45 (forty-five) days before the agreed expiration date.

b. **We** need not mail or deliver this notice if:

- (1) The **certificate holder** has purchased insurance elsewhere;
- (2) The **certificate holder** has accepted replacement coverage;
- (3) The **certificate holder** has requested or agreed to nonrenewal; or
- (4) This **certificate of insurance** is expressly designated as nonrenewable.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is amended to include the following:

1. Cancellation In Effect For 60 Days Or Less

If this Master Policy has been in effect for 60 (sixty) days or less, **we** may cancel this Master Policy for any reason.

2. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more or if this Master Policy is a renewal policy, **we** may cancel this Master Policy for the following reasons:

- a. Nonpayment of premium;
- b. The Master Policy was obtained through material misrepresentation;
- c. Any insured has submitted a fraudulent claim;
- d. Any insured has violated the terms and conditions of this Master Policy;
- e. The risk originally accepted has substantially increased;
- f. Certification to the Director of Insurance of **our** loss of reinsurance which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
- g. The determination by the Director of Insurance that the continuation of the Master Policy could place **us** in violation of the Nebraska Insurance Laws.

We will mail to the Master Policyholder a written notice of cancellation, stating the reasons for cancellation. **We** will mail our notice by registered mail, certified mail, first-class mail, or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the Master Policyholder's last mailing address known to **us**. If **we** mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

3. Nonrenewal

If **we** decide not to renew this Master Policy, **we** will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the Master Policyholder, at least 60 (sixty) days prior to the expiration date of this Master Policy.

Any notice of nonrenewal will be mailed by registered mail, certified mail, first-class mail, or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the Master Policyholder's last mailing address known to **us**. If **we** mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

B. Paragraph D. Cancellation Of Certificate under Section GENERAL PROVISIONS is amended to include the following:

1. Cancellation In Effect For 60 Days Or Less

If this **certificate of insurance** has been in effect for 60 (sixty) days or less, **we** may cancel this **certificate of insurance** for any reason.

2. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect for 60 (sixty) days or more or if this **certificate of insurance** is a renewal **certificate of insurance**, **we** may cancel this **certificate of insurance** for the following reasons:

- a. Nonpayment of premium;
- b. The **certificate of insurance** was obtained through material misrepresentation;
- c. Any insured has submitted a fraudulent claim;
- d. Any insured has violated the terms and conditions of this Master Policy;
- e. The risk originally accepted has substantially increased;
- f. Certification to the Director of Insurance of **our** loss of reinsurance which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
- g. The determination by the Director of Insurance that the continuation of the **certificate of insurance** could place **us** in violation of the Nebraska Insurance Laws.

We will mail to the **certificate holder** a written notice of cancellation, stating the reasons for cancellation. **We** will mail **our** notice by registered mail, certified mail, first-class mail, or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the **certificate holder's** last mailing address known to **us**. If **we** mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

NONRENEWAL CERTIFICATES

If **we** decide not to renew this policy, **we** will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the **certificate holder**, at least 60 (sixty) days prior to the expiration date of this Master Policy.

Any notice of nonrenewal will be mailed by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the **certificate holder's** last mailing address known to **us**. If **we** mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect More Than 45 Days

If this Master Policy has been in effect more than 45 (forty-five) days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by **us** unless it is based on at least one of the following reasons:

- a. Nonpayment of premium;
- b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- c. Discovery of willful or reckless acts or omissions by the Master Policyholder that increase any hazard insured against;
- d. The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- f. A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
- g. The conviction of the Master Policyholder of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- h. Loss of or substantial changes in applicable reinsurance.

2. Premium Or Coverage Changes

- a. If **we** elect to renew this Master Policy, **we** will give written notice of any premium increase, change in deductible, or reduction in limits or coverage to the Master Policyholder at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the Master Policyholder at least 45 (forty-five) days before:
 - (1) The expiration date of this Master Policy; or
 - (2) An anniversary date of this Master Policy, if it is written for a term longer than one year or with no fixed expiration date.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the Master Policyholder on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the Master Policyholder accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is not mailed or delivered at least 45 (forty-five) days before the expiration date or anniversary date of this Master Policy, the premium, deductible, limits, and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the Master Policyholder;

whichever occurs first.

If the Master Policyholder then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring Master Policy.

f. **We** will not provide notice of the following:

(1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;

(2) Changes which are based upon the altered nature or extent of the risk insured; or

(3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire.

3. Nonrenewal

a. If **we** elect not to renew this policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder written notice of nonrenewal at least 45 (forty-five) days before:

(1) Its expiration date; or

(2) Its anniversary date, if it is written for a term longer than one year or with no fixed expiration date.

b. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder at the last mailing address known to **us**.

c. If notice is mailed:

(1) It will be considered to have been given to the Master Policyholder on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is not mailed or delivered at least 45 (forty-five) days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. **We** will not provide notice of nonrenewal if:

(1) **We**, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) The Master Policyholder has have obtained replacement coverage or has agreed in writing to obtain replacement coverage.

f. If **we** have provided the required notice of nonrenewal as described in **B.3.a.** above, and thereafter extend the policy for a period of 90 days or less, **we** will not provide an additional nonrenewal notice with respect to the period of extension.

B. The following are added to Paragraph **D.** Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect More Than 45 Days

If this **certificate of insurance** has been in effect more than 45 (forty-five) days or after the effective date of a renewal of this **certificate of insurance**, no notice of cancellation will be issued by **us** unless it is based on at least one of the following reasons:

a. Nonpayment of premium;

b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

c. Discovery of willful or reckless acts or omissions by the **certificate holder** that increase any hazard insured against;

- d. The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- f. A determination by the Insurance Commissioner that the continuation of the **certificate of insurance** would place **us** in violation of the insurance laws of this state;
- g. The conviction of the **certificate holder** of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- h. Loss of or substantial changes in applicable reinsurance.

2. Premium Or Coverage Change

- a. If **we** elect to renew this **certificate of insurance**, **we** will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the **certificate holder**, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the **certificate holder** at least 45 (forty-five) days before:
 - (1) The expiration date of this **certificate of insurance**; or
 - (2) An anniversary date of this **certificate of insurance**, if it is written for a term longer than one year or with no fixed expiration date.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the **certificate holder** on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the **certificate holder** accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is not mailed or delivered at least 45 (forty-five) days before the expiration date or anniversary date of this **certificate of insurance**, the premium, deductible, limits, and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 (forty-five) days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the **certificate holder**;
 whichever occurs first.
 If the **certificate holder** then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring **certificate of insurance**.
- f. **We** will not provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured; or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

3. Nonrenewal

- a. If **we** elect not to renew this **certificate of insurance**, **we** will mail or deliver written notice of nonrenewal to the **certificate holder** written notice of nonrenewal at least 45 (forty-five) days before:
 - (1) Its expiration date; or
 - (2) Its anniversary date, if it is written for a term longer than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will be mailed or delivered to the **certificate holder** at the last mailing address known to **us**.

- c. If notice is mailed:
 - (1) It will be considered to have been given to the **certificate holder** on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is not mailed or delivered at least 45 (forty-five) days before the expiration date or an anniversary date of this **certificate of insurance**, coverage will remain in effect until 45 (forty-five) days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring **certificate of insurance**.
- e. **We** will not provide notice of nonrenewal if:
 - (1) **We**, or another company within the same insurance group, have offered to issue a renewal **certificate of insurance** or policy; or
 - (2) The **certificate holder** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- f. If **we** have provided the required notice of nonrenewal as described in **B.3.a.** above, and thereafter extend the policy for a period of 90 days or less, **we** will not provide an additional nonrenewal notice with respect to the period of extension.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following is added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more or if this Master Policy is a renewal policy, **we** may cancel this Master Policy only for one or more of the following reasons:

- a.** The Master Policyholder has made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 (fifteen) days before the effective date of cancellation.
- b.** The Master Policyholder has failed to pay a premium when due, whether the premium is payable directly to **us** or **our** agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 (fifteen) days before the effective date of cancellation.
- c.** A condition, factor, or loss experience material to insurability has changed substantially or a substantial condition, factor, or loss experience material to insurability has become known during the Policy term. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- e.** Material failure to comply with policy terms, conditions, or contractual duties. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- f.** Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.

This Master Policy may also be canceled from inception upon discovery that the policy was obtained through fraudulent statements, omissions, or concealment of facts material to the acceptance of the risk or to the hazard assumed by **us**.

If **we** cancel this Master Policy for one of the reasons specified above, **we** will cancel only in the following manner:

- (1)** **We** will mail or deliver our notice to the Master Policyholder's last mailing address known to **us**. Notice of cancellation will state the specific reasons for cancellation.
- (2)** Notice of cancellation will state the effective date of cancellation. The Policy term will end on that date.
- (3)** If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.
- (4)** If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

2. Nonrenewal

If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the Master Policyholder at least 60 (sixty) days before the expiration date of the Master Policy.

3. Increase Of Renewal Premium

If **we** increase the renewal premium, **we** will mail or deliver to the Master Policyholder written notice of **our** intent to increase the premium at least 30 (thirty) days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the Master Policyholder's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following is added to Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect for 60 (sixty) days or more or if this **certificate of insurance** is a renewal **certificate of insurance**, **we** may cancel this **certificate of insurance** only for one or more of the following reasons:

- a. The **certificate holder** has made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 (fifteen) days before the effective date of cancellation.
- b. The **certificate holder** has failed to pay a premium when due, whether the premium is payable directly to **us** or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 (fifteen) days before the effective date of cancellation.
- c. A condition, factor, or loss experience material to insurability has changed substantially or a substantial condition, factor, or loss experience material to insurability has become known during the **policy period**. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.

This **certificate of insurance** may also be canceled from inception upon discovery that the **certificate of insurance** was obtained through fraudulent statements, omissions, or concealment of facts material to the acceptance of the risk or to the hazard assumed by **us**.

If **we** cancel this **certificate of insurance** for one of the reasons specified above, **we** will cancel only in the following manner:

- (1) **We** will mail or deliver our notice to the **certificate holder's** last mailing address known to **us**. Notice of cancellation will state the specific reasons for cancellation.
- (2) Notice of cancellation will state the effective date of cancellation.
- (3) If this **certificate of insurance** is canceled, **we** will send the **certificate holder** any premium refund due. Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel this **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.
- (4) If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

2. Nonrenewal

If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the **certificate holder** at least 60 (sixty) days before the expiration date of the **certificate of insurance**.

3. Increase Of Renewal Premium

If **we** increase the renewal premium, **we** will mail or deliver to the **certificate holder** written notice of **our** intent to increase the premium at least 30 (thirty) days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the **certificate holder's** last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 120 Days Or More

If this Master Policy has been in effect for 120 (one hundred twenty) days or more or if this Master Policy is a renewal policy, **we** may cancel this Master Policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the Master Policy;
- c. Substantial change in the risk assumed, except to the extent that:
 - (1) **We** had notice of the risk within the first 120 days of the Policy term and this is not a renewal or continuation of a policy **we** issued; or
 - (2) **We** should reasonably have foreseen the change or contemplated the risk in writing the Master Policy;
- d. Substantial breaches of contractual duties, conditions or warranties; or
- e. Substantial breach of contractual duties, conditions or warranties; or
- f. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the Master Policy would imperil our solvency or place **us** in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item **f.**, we will notify the Commissioner, in writing, at least 60 (sixty) days prior to such cancellation and the Commissioner will, within 30 (thirty) days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

2. Nonrenewal

- a. **We** will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
- b. If **we** decide not to renew this Master Policy, **we** will:
 - (1) Mail or deliver written notice of nonrenewal to the Master Policyholder and agent, if any, before:
 - (a) The expiration date of this Master Policy, if the policy is written for a term of one year or less; or
 - (b) An anniversary date of this Master Policy, if the policy is written for a term of more than one year or for an indefinite term; and
 - (2) Provide at least 60 (sixty) days' notice of nonrenewal.
- c. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

d. Any notice of nonrenewal will state the precise reason for nonrenewal.

B. The following are added to Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 120 Days Or More

If this **certificate of insurance** has been in effect for 120 (one hundred twenty) days or more or if this **certificate of insurance** is a renewal policy, **we** may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the **certificate of insurance**;
- c. Substantial change in the risk assumed, except to the extent that:
 - (1) **We** had notice of the risk within the first 120 days of the **policy period** and this is not a renewal or continuation of a **certificate of insurance we** issued; or
 - (2) **We** should reasonably have foreseen the change or contemplated the risk in writing the **certificate of insurance**;
- d. Substantial breaches of contractual duties, conditions, or warranties; or
- e. Substantial breach of contractual duties, conditions, or warranties; or
- f. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the **certificate of insurance** would imperil our solvency or place **us** in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item f., we will notify the Commissioner, in writing, at least 60 (sixty) days prior to such cancellation and the Commissioner will, within 30 (thirty) days of such notification, approve or disapprove such action.

g. Any notice of cancellation will state the precise reason for cancellation.

2. Nonrenewal

- a. **We** will not refuse to renew a **certificate of insurance** issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
- b. If **we** decide not to renew this **certificate of insurance**, **we** will:
 - (1) Mail or deliver written notice of nonrenewal to the **certificate holder** and agent, if any, before:
 - (a) The expiration date of this **certificate of insurance**, if the is written for a term of one year or less; or
 - (b) An anniversary date of this **certificate of insurance**, if the **certificate of insurance** is written for a term of more than one year or for an indefinite term; and
 - (2) Provide at least 60 (sixty) days' notice of nonrenewal.
- c. Any notice of nonrenewal will be mailed or delivered to the **certificate holder's** and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Any notice of nonrenewal will state the precise reason for nonrenewal.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL CONDITIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation By Master Policyholder

This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Less Than 60 Days

If this Master Policy has been in effect for less than 60 (sixty) days, **we** may cancel this Master Policy by mailing or delivering to the Master Policyholder written notice of cancellation at least:

- (1) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- (2) 30 (thirty) days before the effective date of cancellation if **we** cancel for any other reason.

b. In Effect More Than 60 Days

If this Master Policy has been in effect for 60 (sixty) days or more, or if this Master Policy is a renewal of a policy **we** issued, **we** may cancel this Master Policy only for one or more of the following reasons:

- (1) Nonpayment of premium.
- (2) Material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the Master Policy.
- (3) Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the Master Policy.
- (4) Substantial breaches of contractual duties, conditions or warranties.

If **we** cancel, **we** will mail or deliver to the Master Policyholder and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

- (a) 10 (ten) days before the effective date of cancellation if cancellation is nonpayment of premium; or
- (b) 45 (forty-five) days before the effective date of cancellation if cancellation is for the reasons stated in (3) and (4) above.

3. Any unearned premium will be refunded to Master Policyholder prior to the effective date of cancellation.
4. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 months.

5. Nonrenewal

- a. If **we** decide not to renew this policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder and the agent, if any, at least 45 (forty-five) days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
- b. Notice of nonrenewal will state the reason for nonrenewal.
- c. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder's and agent's last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraph C. Cancellation Of Certificates under Section GENERAL CONDITIONS is replaced by the following:

C. CANCELLATION OF CERTIFICATES

1. Cancellation By Certificate Holder

- a. The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21-day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.
- b. This **certificate of insurance** may be canceled at any time at the **certificate holder's** request by surrendering this **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Less Than 60 Days

If this **certificate of insurance** has been in effect for less than 60 (sixty) days, **we** may cancel this **certificate of insurance** by mailing or delivering to the **certificate holder** written notice of cancellation at least:

- (1) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- (2) 30 (thirty) days before the effective date of cancellation if **we** cancel for any other reason.

b. In Effect More Than 60 Days

If this **certificate of insurance** has been in effect for 60 (sixty) days or more, or if this **certificate of insurance** is a renewal of a **certificate of insurance** we issued, we may cancel this **certificate of insurance** only for one or more of the following reasons:

- (1) Nonpayment of premium.
- (2) Material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the **certificate of insurance**.
- (3) Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the **certificate of insurance**.
- (4) Substantial breaches of contractual duties, conditions, or warranties.

If **we** cancel, **we** will mail or deliver to the **certificate holder** and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

- (a) 10 (ten) days before the effective date of cancellation if cancellation is nonpayment of premium; or
- (b) 45 (forty-five) days before the effective date of cancellation if cancellation is for the reasons stated in (3) and (4) above.

3. Any unearned premium will be refunded to **certificate holder** prior to the effective date of cancellation.

4. Nonrenewal

- a. If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver written notice of nonrenewal to the **certificate holder** and the agent, if any, at least 45 (forty-five) days before:

- (1) The expiration date; or
 - (2) The anniversary date if this is a continuous **certificate of insurance**.
- b. Notice of nonrenewal will state the reason for nonrenewal.
 - c. Any notice of nonrenewal will be mailed or delivered to the **certificate holder's** and agent's last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation Of Master Policy

- a. This Master Policy may be canceled by the Master Policyholder by mailing to **us** advance written notice of cancellation.
- b. **We** may cancel this Master Policy by mailing to the Master Policyholder, at the Master Policyholder's last mailing address known to **us**, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- c. If **we** cancel for:
 - (1) Nonpayment of premium, **we** will mail the notice at least 10 (ten) days prior to the effective date of cancellation.
 - (2) A reason other than nonpayment of premium, **we** will mail the notice at least:
 - (a) 30 (thirty) days prior to the effective date of cancellation if the Master Policy has been in effect for 60 (sixty) days or less.
 - (b) 60 (sixty) days prior to the effective date of cancellation if the Master Policy has been in effect for more than 60 (sixty) days.
- d. If the Master Policy has been in effect for more than 60 (sixty) days, **we** may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The Master Policy was obtained through a material misrepresentation;
 - (3) Any **certificate holder** has violated any of the terms and conditions of the Master Policy;
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to **us** 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 Master Policy could place **us** in violation of the insurance laws of this state.
 - (7) Notification of cancellation will also be sent to the Master Policyholder's broker, if known, or agent of record, if known.
 - (8) Notice of cancellation will state the effective date of cancellation. The Policy term will end on that date.

(9) If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. If **we** cancel, the refund will be pro rata. If the Master Policyholder cancels, the refund will be less than pro rata. The cancellation will be effective even if **we** have not offered a refund.

- e. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by us before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each certificate of insurance expires, but in no case for a period longer than 12 months.

2. Nonrenewal Of Master Policy

If **we** decide not to renew or continue this Master Policy, **we** will mail the Master Policyholder written notice, stating the reason for nonrenewal, at least 60 (sixty) days before the end of the Policy term. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to the Master Policyholder's broker, if known, or agent of record, if known. If **we** offer to renew or continue and the Master Policyholder does not accept, this Master Policy will terminate at the end of the current Policy term. Failure to pay the required renewal or continuation premium when due shall mean that the Master Policyholder has not accepted **our** offer.

If **we** fail to mail proper written notice of nonrenewal and the Master Policyholder obtains other insurance, this Master Policy will end on the effective date of that insurance.

- B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation Of Certificate

- a. The **certificate of insurance** may be canceled by the **certificate holder** by mailing to **us** advance written notice of cancellation.
- b. **We** may cancel the **certificate of insurance** by mailing to the **certificate holder**, at the **certificate holder's** last mailing address known to **us**, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- c. If **we** cancel for:
 - (1) Nonpayment of premium, **we** will mail the notice at least 10 (ten) days prior to the effective date of cancellation.
 - (2) A reason other than nonpayment of premium, **we** will mail the notice at least:
 - (a) 30 (thirty) days prior to the effective date of cancellation if the **certificate of insurance** has been in effect for 60 (sixty) days or less.
 - (b) 60 (sixty) days prior to the effective date of cancellation if the **certificate of insurance** has been in effect for more than 60 (sixty) days.
- d. If the **certificate of insurance** has been in effect for more than 60 (sixty) days, **we** may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The **certificate of insurance** was obtained through a material misrepresentation;
 - (3) The **certificate holder** has violated any of the terms and conditions of the **certificate of insurance**;
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to **us** 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 **certificate of insurance** could place **us** in violation of the insurance laws of this state.
 - (7) Notification of cancellation will also be sent to the **certificate holder's** broker, if known, or agent of record, if known.
 - (8) Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.

(9) If this **certificate of insurance** is canceled, **we** will send the **certificate holder** any premium refund due. If **we** cancel, the refund will be pro rata. If the **certificate holder** cancels, the refund will be less than pro rata. The cancellation will be effective even if **we** have not offered a refund.

2. **Nonrenewal Of Certificate**

If **we** decide not to renew or continue this **certificate of insurance**, **we** will mail the **certificate holder** written notice, stating the reason for nonrenewal, at least 60 (sixty) days before the end of the **policy period**. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to the **certificate holder's** broker, if known, or agent of record, if known. If **we** offer to renew or continue and the **certificate holder** does not accept, the **certificate of insurance** will terminate at the end of the current **policy period**. Failure to pay the required renewal or continuation premium when due shall mean that the **certificate holder** has not accepted **our** offer.

If **we** fail to mail proper written notice of nonrenewal and the **certificate holder** obtains other insurance, this **certificate of insurance** will end on the effective date of that insurance.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation Of Master Policy

- a. This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.
- b. This Master Policy may be cancelled by **us** by giving the Master Policyholder not less than:
 - (1) 90 (ninety) days' written notice of cancellation; or
 - (2) 10 (ten) days' written notice of cancellation if the Master Policyholder fails to remit, when due, payment of premium for this Master Policy.
- c. If cancellation is for nonpayment of premium, written notice may be sent by certificate mailing or certified mail. If cancellation is for any reason other than nonpayment of premium written notice must be sent by certified mail. Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the Master Policyholder at the Master Policyholder's last mailing address known to **us**.
- d. If this Master Policy has been in effect for 60 (sixty) days or more, or if this is a renewal of a policy **we** issued, **we** may cancel this Master Policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation affecting this Master Policy or in the presentation of claims under this Master Policy;
 - (3) Violation of any provisions of this Master Policy; or
 - (4) Substantial increase in hazard, provided **we** have secured approval for the cancellation from the Commissioner of Insurance.
- e. Notice of cancellation will state the effective date of cancellation. The Policy term will end on that date.
- f. Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** to the Master Policyholder as soon as practicable.
- g. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 months.

2. When We Decide Not To Renew

We may elect not to renew this Master Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the Master Policyholder's last mailing address known to **us**. **We** will mail or deliver this notice at least 45 (forty-five) days before the:

- a. Expiration of the Master Policy; or
- b. Anniversary date of this Master Policy if this Master Policy has been written for a term of more than one year.

This provision does not apply:

- (1) If **we** have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If the Master Policyholder does not pay any advance premium required by **us** for renewal; or
- (4) If any property covered in this Master Policy is insured under any other insurance policy.

3. Renewal

If **we**:

- a. Elect to renew this Master Policy; and
- b. Have the necessary information to issue a renewal policy,

We will confirm in writing at least 45 (forty-five) days before it expires our intention to renew this Master Policy and the premium at which this Master Policy will be renewed.

If **we** do not comply with the provisions of Paragraphs 1. and 2., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired Master Policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner, whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 (forty-five) days after **we** confirm renewal coverage and premium. If you accept this renewal Master Policy, Paragraphs 2.a and 2.b. do not apply.

B. Paragraphs D. Cancellation Of Certificates is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation of Certificate

- a. The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21-day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.
- b. **Certificates of insurance** may also be canceled:
 - (1) At any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect; or
 - (2) By **us** by giving the **certificate holder** not less than:
 - (a) 90 (ninety) days' written notice of cancellation; or
 - (b) 10 (ten) days' written notice of cancellation if the **certificate holder** fails to remit, when due, payment of premium for the **certificate of insurance**.
- c. If cancellation is for nonpayment of premium, written notice may be sent by certificate mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by

certified mail. Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the **certificate holder** at the **certificate holder's** last mailing address known to **us**.

- d. If this **certificate of insurance** has been in effect for 60 (sixty) days or more, or if this is a renewal of a **certificate of insurance** we issued, **we** may cancel this **certificate of insurance** only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation affecting this **certificate of insurance** or in the presentation of claims under this **certificate of insurance**;
 - (3) Violation of any provisions of this Master Policy; or
 - (4) Substantial increase in hazard, provided **we** have secured approval for the cancellation from the Commissioner of Insurance.
- e. Notice of cancellation will state the effective date of cancellation.
- f. Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel this **certificate of insurance**. Return of any unearned premium will be made by **us** to the **certificate holder** as soon as practicable.

2. When We Decide Not To Renew

We may elect not to renew this **certificate of insurance** by mailing, by certified mail, or delivering written notice of nonrenewal to the **certificate holder's** last mailing address known to **us**. **We** will mail or deliver this notice at least 45 (forty-five) days before the:

- a. Expiration of the **certificate of insurance**; or
- b. Anniversary date of this **certificate of insurance** if this **certificate of insurance** has been written for a term of more than one year.

This provision does not apply:

- (1) If **we** have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If the **certificate holder** does not pay any advance premium required by **us** for renewal; or
- (4) If any **property** covered in this **certificate of insurance** is insured under any other insurance policy.

3. Renewal

If **we**:

- a. Elect to renew this **certificate of insurance**; and
- b. Have the necessary information to issue a renewal **certificate of insurance**,

We will confirm in writing at least 45 (forty-five) days before it expires our intention to renew this **certificate of insurance** and the premium at which this **certificate of insurance** will be renewed.

If **we** do not comply with the provisions of Paragraphs 1. and 2., the **certificate holder** will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired **certificate of insurance**; or
 - (2) In effect on the expiration date, that have been approved by the Commissioner,
- whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 (forty-five) days after **we** confirm renewal coverage and premium. If you accept this renewal **certificate of insurance**, Paragraphs 2.a and 2.b. do not apply.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT - CALIFORNIA

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Valarie Jonas, Markel, 201 California Street, Suite 1450, San Francisco, CA 94111 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as to whom the said officer is authorized to mail such process or a true copy thereof.

Pursuant to Section 1772, et seq., of the California Insurance Code, a surplus line insurer may be sued upon any cause of action arising in this state under any surplus line insurance contract made by it, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Sections 1610 to 1620, inclusive.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT AND ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following exclusion is added to the Section EXCLUSIONS:

This Master Policy does not apply to:

Cyber Incident And Electronic Data

1. Any loss, damage, cost, or expense caused directly or indirectly by any of the following:
 - a. A **cyber incident**;
 - b. Theft or the transfer of property arising out of a **cyber incident**;
 - c. Any action taken in controlling, preventing, suppressing, or remediating a **cyber incident**; or
 - d. Any partial or total unavailability or failure, or series of related partial failures, to access, process, use, or operate any **computer system**.
2. Any loss, loss of use, damage, destruction, distortion, erasure, corruption, reduction in functionality, repair, replacement, restoration, or reproduction of **electronic data** arising out of a **cyber incident**.

This exclusion applies regardless of:

- a. Any other cause or event that contributes concurrently or in any sequence to the loss;
 - b. Any provision or endorsement to the contrary and supersedes any conflicting language in this Master Policy;
 - c. Actual, imminent, or suspected loss or damage;
 - d. **Electronic data** or **computer systems** owned, leased, or operated by an insured or any other party;
 - e. Amounts pertaining to the value of **electronic data**;
 - f. Acts, costs, or expenses to sue, labor and travel for, in, and about the defense, safeguarding, and recovery of property, including **computer systems** or **electronic data**; or
 - g. Legal costs, expenses, or fees.
- B. The following definitions are added with respect to this endorsement:

Computer system means any information technology or operational technology, including computers, any software and code residing on such computers, network equipment, hardware, firmware, mainframes, servers, electronic products or components, peripheral devices, data storage devices, and any associated devices or equipment (including computers, hardware, software, and input and output devices which are part of an industrial control system, including a supervisory control and data acquisition (SCADA) system) owned or operated by the insured or any other party.

Cyber incident means:

- a. The unauthorized access or use of a **computer system** or **electronic data** by any means including, but not limited to, malicious code, virus, malware, or ransomware, regardless of time and place;

- b. A threat or hoax, or a series of connected threats involving access to, processing of, use of, or operation of any **computer system**; or
- c. Any error or omission or series of related errors or omissions involving access to, processing of, use of, or operation of any **computer system**.

Electronic data means facts, concepts, and information converted to a form usable for communications, interpretation, or processing by electronic and electromechanical data processing, or electronically controlled equipment, and includes programs, software, and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such equipment.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.