



CERTIFICATE OF PROPERTY INSURANCE

DATE(MM/DD/YYYY)
10/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Table with PRODUCER and INSURED sections. PRODUCER: Russo Insurance Agency, 951 Reserve Dr., Ste. 160, Roseville, CA 95678. CONTACT NAME: Russo Insurance Agency, PHONE: 916-791-1901, FAX: 916-797-3388, E-MAIL ADDRESS: kevin@rickrussoinsurance.com. INSURED: Wildwood Homeowners Association, c/o The Weymouth Co., 4540 Florin Rd. Suite 253, Sacramento, CA 95823. INSURER(S) AFFORDING COVERAGE: Farmers Insurance Exchange.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 4088 Savannah Ln. Sacramento, CA 95823 (Sacramento County) 136 Units "Walls-In Coverage" Betterments & Improvements (E3418) Endorsement Included Inflation Guard: 8%

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE (MM/DD/YYYY), POLICY EXPIRATION DATE (MM/DD/YYYY), COVERED PROPERTY, LIMITS. Includes sections for PROPERTY, INLAND MARINE, and CRIME coverages.

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, maybe attached if more space is required) Management Covered as an Employee under Employee Dishonesty (Endorsement J6350) \*\*\* Water Deductible \$20,000 AOP Deductible \$10,000

CERTIFICATE HOLDER: The Weymouth Company, C/o Lisa Lindsay, 4540 Florin Road, Suite 253, Sacramento, CA 95823. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



## Important notice regarding Insurance for: Wildwood Homeowners Association

The purpose of this document is to:

1. Inform you regarding California law affecting insurance coverage for Wildwood Homeowners Association as well as you as an Owner.
2. **Notify you that should a covered loss occur to your home you may be personally responsible for the first \$20,000. This amount is in relationship to the deductible on the Association's Master policy.**
3. Provide you with information that will assist you in securing personal insurance. Doing so can lessen the financial impact you will face for damage to your home [See Exhibit 1].
4. Address basic coverage and exclusion provisions common in most insurance contracts.
5. Address loss prevention practices.
6. Provide information to assist you in ordering evidence of insurance for personal or mortgage company use.
7. Provide instructions on claim procedures and protocol.

### 1. Application Limits of Association's Insurance Coverage

- 1.1. Applies to Association and unit owner policies and supersedes anything to the contrary written in the CC&Rs (Covenants Conditions and Restrictions).
- 1.2. The Association's policy includes coverage for: "any fixtures, improvements, or betterments installed by a unit owner, or floor coverings, cabinets, heating and plumbing fixtures, paint, wall coverings, windows, and any item permanently attached to a unit."
- 1.3. When a covered cause of loss occurs the Association's policy of property insurance shall provide **primary coverage**. **The unit owner's insurance policy may be primary for the portion of the loss equal to the deductible amount on the Association's policy.**
- 1.4. If two or more owners suffer a loss in a single event, they may each be responsible for payment of a portion of the Association's deductible based on the percentage of loss they each suffered.
- 1.5. If an owner does not pay his/her share of the loss within 30 days after substantial completion, the Association may levy an assessment against the owner and place a lien on the unit.
- 1.6. If the unit owner has no insurance for a covered cause of loss, he/she may be personally responsible for the loss to the amount of the Association's policy deductible.

2. **The Association has a property deductible of \$20,000 for each water related occurrence and \$10,000 for all other perils. Payment for the deductible may become your responsibility when a covered cause of loss affecting your unit occurs. Payment of the deductible can and should be included with your insurance policy. Consult your insurance advisor regarding your coverage.**

IMPORTANT: The information contained herein is intended to be used solely for informational reference and as a general guideline. It confers no rights nor affirmatively or negatively amends, extends or alters coverage afforded by the policies referred to.



### 3. Personal Insurance:

Homeowners should maintain personal insurance coverage. We recommend a comprehensive review of your insurance with your licensed insurance advisor. **Exhibit 1** of this document provides a checklist of items that should be reviewed at that time.

### 4. Basic coverage and exclusion provisions in the Association's Master Insurance policy:

**4.1** The Association's policy includes "special form" property coverage for perils such as fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice and snow, collapse, sudden and accidental discharge of water or overflow from plumbing or appliances, and frozen pipes inside a unit.

**4.2** Common exclusions: Many insurance companies will not cover water damage resulting from a frozen pipe if adequate heating is not maintained in the unit. Therefore, it is imperative that heat is maintained or that pipes are drained when a unit is unoccupied for an extended period. If your home has fire protection provided by a residential sprinkler system the insurance policy can deny a claim if the sprinkler system is not active at the time a fire occurs. Notify the insurance company any time impairment occurs or for maintenance that lasts over 48 hours.

**4.2.1** No coverage is provided for: earthquake, earth movement, landslide, wear and tear, deterioration, or flood, (flood is often defined as water penetrating the building envelope from an outside source). This can include items such as a sprinkling system or other water lines located outside the physical building structure. Damage by insects or animals, mold/fungus, removal of asbestos, settling or cracking of foundations, walls or pipes may also be excluded. **There is no coverage for damage caused by continuous or repeated seepage or leakage of water occurring over a period, usually defined as 14 days. This includes appliances, plumbing and leaking around shower, bathtub, toilet or sink.** The insurance contract contains full details on coverage, limitations, and exclusions. Consult with your advisor regarding unique perils that may impact your property.

### 5. Loss Prevention:

To reduce the likelihood of damage to your home and possible damage to a neighbor's home the following are a few "loss prevention" measures that should be followed:

When your home will be **unoccupied** for more than a few days:

- Turn off the water to the inside of your home and drain the lines by opening faucets.
- Turn your water heater to "vacation" setting if you have one.
- Leave the heat on to 55 degrees in the winter to avoid freezing. In Summer months leave air-conditioning on to 80 degrees to avoid melting, warping, etc.

#### **Routine Considerations:**

- ✓ Washing machine water supply should be turned off after each use.
- ✓ Have clothes dryer vents checked and cleaned on an annual basis. Always remove lint from the filter after each use.
- ✓ Keep smoke alarms in good working condition.
- ✓ Make certain that downspouts are moving water away from the structure rather than toward it.
- ✓ Watch for sprinkler heads or water lines in the landscape area that are broken or not functioning properly. Repair or correction should immediately be brought to the attention of a board member or the community manager.
- ✓ Consult with a professional when unable to remedy unusual persistent odor, or when events occur that seem to suggest appliances or other home equipment are near the end of their lifespan.
- ✓ Have a trusted neighbor or family member periodically check your home while you are away.

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## 6. Information to assist you ordering evidence of insurance:

- 6.1 To obtain a certificate of insurance, please visit [www.eoidirect.com](http://www.eoidirect.com). After creating an account, click on "Evidence of Insurance" to search for the association and make the order. Those without internet access may also contact the help desk at (877) 456-3643 to make their order over the phone with a representative, available from 7AM-6PM (MT), Monday to Friday.

## 7. Claim protocol:

- 7.1 **Claims** for a covered cause of loss, within the following amounts, should be handled as follows:
- 7.2. **\$0 to \$20,000 for water losses and \$10,000 for all other perils may be the unit owner's sole responsibility.** Cost of cleanup and repair would be paid out of pocket or from personal insurance coverage. Claims under \$20,000 for water losses and \$10,000 for all other perils will not be filed against the Association policy unless circumstance dictates otherwise.
- 7.3 Claims over \$20,000 for water losses and \$10,000 for all other perils should be submitted to the Association's policy.
- 7.4 When a loss Occurs:
1. Take action to prevent further damage to your home. For example, it may be necessary to call an emergency restoration company to start water extraction if water damage has occurred inside your home. The next step contact:
  2. Contact your own insurance company and report the damage to your home.
  3. Contact a Board member or the Community Manager regarding the damage.
  4. If individuals above are not available contact a member of our staff 916.791.1901.
- Please note that we will only submit claims to the insurance company after approval from the Board or the Community Manager has been received. Only in rare situations will we do otherwise.

**A loss that involves your personal property, extra living expenses, personal liability, loss assessment, etc. should be submitted to your insurance carrier. Neither the Association nor the Association's insurer is responsible for these items.**

Payment for claims made on the Association's Insurance policy will be payable to the Association not to an individual homeowner.

Please note that the coverage and procedures outlined in this letter apply to your current insurance program, prepared by Russo Insurance Agency. If the association changes agents we recommended that these procedures be reevaluated.

We recommend that you take time to review this information and audit your insurance coverage for compliance. We **strongly** suggest reviewing these documents with your insurance representative to facilitate securing the appropriate insurance coverage for your specific situation.

If you feel your current insurance coverage needs to be reviewed, you may contact our office and ask for a member of our personal insurance team to assist you.

When corresponding with us, please reference **Wildwood Homeowners Association** as the community you live in.

Personal Regards,

A handwritten signature in black ink that appears to read 'Rick Russo'.

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Exhibit 1. – Personal insurance checklist

1.	<b>Policy type - HO-6 form</b> (commonly referred to as a condominium owners policy). Not an HO-3 homeowner policy or an HO-4 renter's policy.
2.	<b>Coverage A (Dwelling coverage)</b> We recommend a limit of <b>*\$20,000</b> to account for claims that are less than the Association's deductible.
3.	<b>Personal Property</b> Coverage - Consult with your insurance advisor.
4.	<b>Personal Liability</b> - Consult with your personal insurance advisor. You may want to inquire regarding umbrella liability coverage.
5.	<b>Loss of Use Coverage &amp; Additional Living Expenses</b> (In the event your unit is uninhabitable due to a covered loss).
6.	<b>Loss Assessment</b> – Consider a minimum of \$20,000 or higher.
7.	<b>Loss of Rents</b> – Is your unit a rental? If so, this coverage should be purchased. Note that form numbers will change, i.e., DP-6 rather than HO-6. Form # and name varies by company.
8.	Any other riders such as <b>Valuable Articles</b> , i.e., jewelry, art, collectibles, etc. Consult your insurance advisor.
9.	<b>Other Endorsements</b> your insurance advisor may recommend.
10.	<b>Earthquake</b> coverage for your dwelling & contents, earthquake loss assessment, etc. <b>NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION.</b> Consult your insurance advisor. <a href="http://CommunityQuake.com">CommunityQuake.com</a> is a resource that we provide for those who may have difficulty securing EQ coverage on their home.
11.	<b>Flood Insurance</b> to cover against outside water penetrating the building envelope. <b>NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION.</b> Consult your insurance advisor.
12.	<b>Inventory</b> – When a loss occurs you are responsible for proving your loss. For example, if you have a television destroyed in a fire you will need to show documentation proving the kind and quality. You won't get a 60" inch big screen unless you have evidence the TV was 60" not 26". The same applies with the types of finishes in your home. You won't be given granite if the home was originally built with laminate countertops and you have no proof of an upgrade. Consult with your personal insurance advisor for recommendations on handling this based on your personal situation.

**Please note that we strongly advise the deductible amount on your personal policy be low enough that you can comfortably pay this should a covered loss occur. Deductible amounts for an HO6 policy can be as low as \$250, the most common being \$500 to \$1,000. A higher deductible will lower your insurance cost but it also increases your out-of-pocket expense when a claim occurs. Take time now and on an annual basis to review your personal insurance with a trusted insurance advisor. He/she will be able to provide counsel concerning what insurance coverage and deductible amounts are right for you.**

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

## **CONDOMINIUM ASSOCIATION UNIT COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### CONDOMINIUM PROPERTY COVERAGE FORM

Item **a.** under **A. 2. Property Not Covered** in the CONDOMINIUM PROPERTY COVERAGE FORM is deleted in its entirety. Item **A.1. a. (6)** under **1. Covered Property** is added as follows:

**(6)** Any of the following types of property contained within a residential unit:

- (a)** Fixtures, improvements and alterations that are a part of the building or structure; and
- (b)** Permanently installed appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

However, the most we will pay for loss or damage to the property in Paragraph **(6)(a)** and **(b)** above in any one occurrence is the Limit of Insurance shown in the Declarations for Buildings.



## EMPLOYEE DISHONESTY - PROPERTY MANAGER

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement modifies insurance provided under the following:

### CONDOMINIUM PROPERTY COVERAGE FORM

A. Paragraph G.5.j. under **Optional Coverages - Employee Dishonesty** is deleted and replaced by the following:

- j. With respect to coverage provided under this Optional Coverage, "employee" means any natural person who receives compensation for working in your regular service in the ordinary course of your business.
  - (1) "Employee" also includes your directors and officers, whether compensated or not.
  - (2) "Employee" additionally includes any natural person acting solely as an employee of a real estate property management firm while that person is performing real estate management duties for the named insured.
  - (3) "Employee" does not include any broker, consignee, contractor or other agent or representative of the same general character (other than a property management company). Additionally, "employee" does not include any director or trustee of the real estate property management firm except while performing acts within the scope of the usual duties of its' employee.

**Employee Dishonesty** coverage does not apply when any Association director, officer or managers is performing duties outside the scope of his or her normal duties as an Association director, officer or manager for the Named Insured.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2021

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATIONS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Russo Insurance Agency 951 Reserve Dr., Ste. 160 Roseville, CA 95678	<b>CONTACT NAME:</b> Russo Insurance Agency <b>PHONE (A/C, No, Ext):</b> 916-791-1901 <b>E-MAIL ADDRESS:</b> kevin@rickrussoinsurance.com	<b>FAX (A/C, No):</b> 916-797-3388
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Wildwood Homeowners Association c/o The Weymouth Company 4540 Florin Rd. #253 Sacramento, CA 95823	<b>INSURER A:</b> Farmers Insurance Exchange	
	<b>INSURER B:</b> Greenwich Insurance Company	
	<b>INSURER C:</b> Farmers Mid-Century Insurance	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		60441-47-59	10/08/2021	10/08/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 75,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		60441-47-59	10/08/2021	10/08/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$ 0			PPP7466465	10/08/2021	10/08/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		B09455912	10/08/2021	10/08/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Directors & Officers Liability	Y		60441-47-59	10/08/2021	10/08/2022	Limit:	\$1,000,000
							Deductible:	\$1,000

### DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Planned Unit Development Located at: 4088 Savannah Ln. Sacramento, CA 95823

Separation of Insureds (E3314) Endorsement Included

Management Named as Additional Insured


\*Waiver of Subrogation as per CC&Rs\*

### CERTIFICATE HOLDER

### CANCELLATION

The Weymouth Company  
 c/o Lisa Lindsay  
 4540 Florin Rd. #253  
 Sacramento, CA 95823

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  




THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

CONDOMINIUM POLICY

### **SCHEDULE\***

**Designation of Premises (Part Leased to You):**

4088 SAVANNAH LN, SACRAMENTO, CA 95823

**Name of Person or Organization (Additional Insured):**

THE WEYMOUTH COMPANY

\*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A.** The following is added to Paragraph **C. WHO IS AN INSURED** in the Condominium Liability Coverage Form:

**6.** The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

**B.** The following exclusions are added:

This insurance does not apply to:

- 1.** Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.
- 2.** Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Schedule.

# CONDOMINIUM LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning.

Refer to Section **F - LIABILITY AND MEDICAL EXPENSES DEFINITIONS**.

## A. COVERAGES

### 1. BUSINESS LIABILITY

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. We may at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Coverage Extension - Supplementary Payments**.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (b) The "bodily injury" or "property damage" occurs during the policy period.
- (c) Prior to the policy period, no insured listed under Paragraph **C.1. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **C.1. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an occurrence or claim,

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - (a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - (b) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting