

**ENDORSEMENT  
NOT FOR PROFIT COMMUNITY ASSOCIATIONS**

**FOR USE WITH NON-PROFIT ORGANIZATION/ASSOCIATION PROFESSIONAL LIABILITY INSURANCE POLICY  
POLICY FORM No. G-11415-B (Ed. 5/87)**

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In consideration for the premium paid, it is agreed that the Policy is amended as follows:

1. Section IV, **Definitions**, is amended as follows:

a. Subsection E, the definition of LOSS, is amended by adding the following:

LOSS shall include punitive, exemplary or multiple damages, if insurable, to the fullest extent permitted by any applicable law.

b. Subsection D, the definition of WRONGFUL ACT, is amended by adding the following:

WRONGFUL ACT, as used in this definition, includes but is not limited to any:

- (I) WRONGFUL EMPLOYMENT PRACTICE;
- (II) WRONGFUL PERSONAL INJURY; and
- (III) PUBLISHER'S LIABILITY.

c. The following definitions are added:

Claim (capitalized or not in this Policy) means:

- 1. a civil, criminal or administrative proceeding,
  - 2. a written demand for monetary damages or non-monetary relief, or
  - 3. a proceeding before the Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency,
- against the ENTITY or any INSURED for their WRONGFUL ACT, including any appeal therefrom.

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POLICY NUMBER:

ISSUED TO:

EFFECTIVE DATE OF ENDORSEMENT:

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By Authorized Representative

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CONSTRUCTION DEFECT means any alleged or actual defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of (i) faulty or incorrect design or architectural plans, (ii) improper soil testing, (iii) inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence, (iv) the construction, manufacture or assembly of any tangible property, (v) the failure to provide construction related goods or services as represented or to pay for such goods or services, or (vi) the supervision of such activities.

FUNGI means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of fungi.

MICROBE means any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease including but not limited to spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of microbes.

PUBLISHER'S LIABILITY means defamation, including libel and slander; invasion of privacy; infringement of copyright or trademark or unauthorized use of title; and plagiarism or misappropriation of ideas.

SPECIFIED PERIL means aircraft or self propelled missiles; explosion; fire; lightning; flood, surface water, waves, tidal water, overflow of a body of water or spray from any of the foregoing, even if driven by wind; hail; leakage from fire equipment; mechanical breakdown; smoke; soil, subsoil or earth movement or subsidence; whether by earthquake, landslide, mudslide, volcanic eruption or other natural or man-made causes; or wind.

WRONGFUL EMPLOYMENT PRACTICE means any WRONGFUL ACT constituting or relating to:

- a. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
- b. employment-related misrepresentation;
- c. violation of any federal, state or local laws (whether common-law or statutory) concerning employment or discrimination in employment, including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866;
- d. sexual harassment or other unlawful harassment in the work place;

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- e. wrongful deprivation of career opportunity or failure to employ or promote;
- f. wrongful discipline of employees;
- g. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
- h. negligent evaluation of employees;
- i. failure to adopt adequate workplace or employment policies and procedures;
- j. employment-related defamation or invasion of privacy; or
- k. employment-related wrongful infliction of emotional distress.

WRONGFUL PERSONAL INJURY means false arrest, wrongful detention or imprisonment, malicious prosecution, discrimination, other than employment discrimination, and wrongful entry or eviction.

2. Section V, **Exclusions**, is amended as follows:

a. Exclusion E is deleted in its entirety and the following is inserted:

- E. based upon, directly or indirectly arising out of, or in any way involving any:
- (i) actual or alleged bodily injury, sickness, disease, or death of any person (except employment-related wrongful infliction of emotional distress in a claim for a WRONGFUL EMPLOYMENT PRACTICE),
  - (ii) actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of FUNGI or MICROBES; or the actual, alleged or threatened failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, assess the effects of or advise of the existence of any FUNGI or MICROBES. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the LOSSES claimed;
  - (iii) CONSTRUCTION DEFECT;
  - (iv) SPECIFIED PERIL (except that part of LOSS which constitutes defense costs in a CLAIM for such SPECIFIED PERIL); or
  - (v) damage to tangible property; loss of use, or destruction or deterioration of, any tangible property; or failure to supervise, repair or maintain tangible property. However, this exclusion shall not apply to that part of LOSS which constitutes defense costs in CLAIMS for (a) decisions by the board of the ENTITY or any

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committee thereof to impose assessments upon residents, unit owners or members of the ENTITY; or (b) decisions of the board of the ENTITY in approving or rejecting the request to make physical changes to the tangible property of the ENTITY, but in no event decisions relating to the execution or quality of such physical changes;

b. The following exclusions are added:

- L. made against the ENTITY or any of the INSUREDS in their capacity as a sponsor, builder or developer of the ENTITY, or based upon, directly or indirectly arising out of, or in any way involving any actual or alleged misconduct of a sponsor, builder or developer of the ENTITY, including but not limited to actual or alleged conflict of interest, self-dealing, or disputes concerning conversion, construction or development;
- M. based upon, directly or indirectly arising out of, or in any way involving a lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations, or the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state, local or common law; or
- N. based upon, directly or indirectly arising out of, or in any way involving any actual or alleged violation of (i) any law governing workers' compensation, unemployment insurance, social security, disability or similar law, (ii) the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), (iii) the Fair Labor Standards Act (except the Equal Pay Act), (iv) the National Labor Relations Act, (v) the Occupational Safety and Health Act of 1970 (OSHA), or (vi) any similar federal, state or local law. However, this exclusion shall not apply to any CLAIM for a WRONGFUL EMPLOYMENT PRACTICE based upon a claimant's exercise of a right pursuant to any such laws.

c. The following subsection is added to Section V, **Exclusions**:

The Insurer shall not be liable to make any payment for that portion of LOSS, other than defense costs, which constitutes:

- a. the cost of any non-monetary relief, including without limitation any costs associated with compliance with any injunctive relief of any kind or nature imposed by any judgment or settlement;
- b. the costs associated with providing any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act and any amendments thereto or any similar federal, state or local statute, regulation, or common laws; or

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c. medical or insurance benefits to which the claimant allegedly was entitled or would have been entitled had ENTITY or any SUBSIDIARY provided the claimant with a continuation or conversion of insurance; or

d. LOSS arising out of the failure to maintain or effect insurance.

3. The following section is added:

The estates, heirs, legal representatives, assigns and spouses of INSUREDS shall be considered INSUREDS; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns and spouses only for a CLAIM arising solely out of their status as such and, in the case of a spouse, where such CLAIM seeks damages from marital community property, jointly held property or property transferred from the INSURED to the spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign or spouse. All terms and conditions of this Policy, including without limitation the retention, applicable to LOSS incurred by the INSURED shall also apply to loss incurred by such estates, heirs, legal representatives, assigns and spouses.

4. Section IX, **General Conditions**, is amended at subsection (A), Cancellation or Non-Renewal, by adding the following to paragraph (1):

Any such notice from the INSURER to the ENTITY shall also be provided to its property manager, if specified on the Declarations, at the property manager's address, also specified on the Declarations.

All other provisions of this Policy shall remain unchanged.

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