

State Farm Fire and Casualty Company
 A Stock Company With Home Offices in Bloomington, Illinois

Po Box 2915
 Bloomington IL 61702-2915

Named Insured

9L-16-3532-FB06 F M

BAYWOOD ESTATES CONDOMINIUM
 ASSOCIATION
 C/O WESTERN RESERVE PROP MGT
 1703 BROOKPARK RD
 CLEVELAND OH 44109-5836

RENEWAL DECLARATIONS

Policy Number	95-B7-Y162-7	
Policy Period	Effective Date	Expiration Date
12 Months	SEP 21 2024	SEP 21 2025
The policy period begins and ends at 12:01 am standard time at your mailing address as shown.		

Entity: CONDOMINIUM

COMMERCIAL LIABILITY UMBRELLA POLICY

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

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	\$ 1,000,000
Coverage L - Business Liability (Annual Aggregate)	\$ 1,000,000
Self-Insured Retention	\$ 10,000

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

Forms & Endorsements		Policy Premium	\$ 195.00
Commercial Liab Umb Policy	CU-2100		
*Policy Endorsement	CU-2474.3		
*Terrorism Insurance Cov Notice	FE-6999.3		
*Amendatory Endorsement	CU-2235.1		
Exclusion - Lead Poisoning	CU-2339		
Amendment of Who Is an Insured	CU-2384		
Amend Occurrence Definition	CU-2478		

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

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WILLIAM A LAMB INS AGENCY INC
 (216) 591-1976

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

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

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

Participating Policy

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

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

Lynne M. Yowell
Secretary

Michael J. Tyson
President

IMPORTANT NOTICE

Regarding Changes to Your Policy

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

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

- **LIABILITY DEFINITIONS: Paragraph 18. Personal and Advertising Injury:**
 - Infringement of another's patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.
- **BUSINESS LIABILITY EXCLUSIONS: Paragraph 20. Personal and Advertising Injury:**
 - Damages from infringement of another's patent, trademark, or trade secret continue to be specifically excluded under this policy.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

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

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

BUSINESS LIABILITY is amended as follows:

1. **Business Liability Exclusions**
 - a. The following is added to Paragraph 3. **Liquor Liability:**
This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

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

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

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

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph a. or b. above.

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

- c. Paragraphs 20.b. and 20.c. under **Personal And Advertising Injury** are replaced by the following:
 - b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.
 - c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period.
- d. The last paragraph of 20.h. under **Personal And Advertising Injury** is replaced by the following:

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

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

21. Recording and Distribution of Material

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

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or

- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.

2. WHO IS AN INSURED

- a. Paragraph 1.c. is deleted.
- b. Paragraphs 2.b.(1) and (6) are replaced by the following:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto", including any person or entity employed by such owner or person or entity from whom you hire or borrow such "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above.
- c. Paragraph 3. is replaced by the following:
 - 3. Any other person or organization who is insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
 - a. Subject to Limits Of Insurance, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of that insured is the amount of insurance:
 - (1) Required by the contract or agreement, less any amounts payable by any "underlying insurance", or
 - (2) Available under the applicable limits of insurance shown in the Declarations; whichever is less.
 - b. The coverage provided by this insurance for such insureds:
 - (1) Will not be broader than coverage provided by the "underlying insurance"; and
 - (2) Is subject to all the coverage limitations found in the "underlying insurance" other than the Limits Of Insurance.

3. LIABILITY CONDITIONS

- a. Paragraph 1. is replaced by the following:

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for taxable costs, prejudgment and postjudgment interest and disbursements. In no event will this provision increase our liability beyond the applicable Limits of Insurance shown in the Declarations.

b. Paragraph 6. is replaced by the following:

6. Other Insurance

a. This insurance is excess over, and will not contribute with any of the other insurance or "self-insured retentions", whether primary, excess, contingent, or any other basis. This condition will not apply to insurance specifically written as excess over this policy.

When this insurance is excess over other insurance or "self-insured retention", we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance or "self-insured retention", we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance or "self-insured retention" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

c. Paragraph 19.c. under **Premiums** is replaced by the following:

c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- (1) Paid to us prior to the anniversary date; and
- (2) Determined in accordance with Paragraph b.

Our forms then in effect will apply.

d. The following are added:

Our Rights Regarding Claim Information

a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.

b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:

- (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
- (2) Using any of the items described in Paragraph b.(1) above; or
- (3) Retaining:
 - (a) Any of the items in Paragraph b.(1) above; or
 - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.

c. We may disclose any of the items in Paragraph b.(1) above and any of the information described in Paragraph b.(3)(b) above:

- (1) To enable performance of our business functions;
- (2) To meet our reporting obligations to insurance regulators;
- (3) To meet our reporting obligations to insurance data consolidators;
- (4) To meet other obligations required by law; and
- (5) As otherwise permitted by law.

d. Our rights under Paragraphs a., b., and c. above shall not be impaired by any:

- (1) Authorization related to any claim submitted under this policy; or
- (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

4. LIABILITY DEFINITIONS

a. Paragraph 2. is replaced by the following:

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

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

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

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

All other policy provisions apply.

CU-2474.3

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

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

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

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

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

FE-6999.3

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IMPORTANT NOTICE

Regarding Changes to Your Policy

CU-2235.1 AMENDATORY ENDORSEMENT (Ohio) is added to your State Farm® policy and replaces CU-2235 AMENDATORY ENDORSEMENT (Ohio).

Editorial changes have been made to the following provisions:

- **LIABILITY CONDITIONS, Cancellation**
- **LIABILITY CONDITIONS, When We Do Not Renew**
- **LIABILITY CONDITIONS, Conditional Renewal**

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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AMENDATORY ENDORSEMENT (Ohio)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. BUSINESS LIABILITY

The following is added to **Business Liability Exclusions**:

Punitive or Exemplary Damages

Punitive or exemplary damages, or attorney fees associated with these damages.

2. The following is added to **LIABILITY CONDITIONS**:

Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation Of Policies In Effect For:

(1) 90 Days Or Less:

If this policy has been in effect for 90 days or less and is not a renewal with us, we may cancel this policy by providing to the first Named Insured notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days:

(a) If this policy has been in effect for more than 90 days or is a renewal with us, we may cancel this policy only for one or more of the following reasons:

- i. Nonpayment of premium;
- ii. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

- iii. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
 - iv. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
 - v. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
 - vi. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
 - vii. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
- (b) If we cancel, we will provide to the first Named Insured notice of cancellation at least:
- i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - ii. 30 days before the effective date of cancellation if we cancel for any other allowable reason.
- (c) Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days notice of cancellation.
- c. Notice of cancellation will state the policy number, date of the notice, explanation of the reason for cancellation and the effective date of cancellation. The policy period will end on that date.
 - d. We will provide notice in accordance with Ohio law.
 - e. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - f. If this policy insured more than one Named Insured:
 - (1) The first Named Insured may affect cancellation for the account of all insureds; and
 - (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

When We Do Not Renew

If we decide not to renew this policy, we will provide to the first Named Insured shown in the Declarations notice of the nonrenewal in accordance with Ohio law, at least 30 days before the expiration date.

Conditional Renewal

If we decide to conditional renew this policy upon a substantial increase in premium, we will provide a notice of our intent in accordance with Ohio law, to the first Named Insured and agent, if any, at least 30 days before the expiration date of this policy. If the first Named Insured accepts the increased premium, such change is effective immediately following the expiration of the Named Insured's coverage then in effect.

All other policy provisions apply.

CU-2235.1

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