

Thank You!

You are now part of the Berkley family.

Placing your insurance coverage with Berkley Assurance Company means you are covered by one of the nation's premier commercial property and casualty providers.

You can rest assured knowing you are covered by a company with strong financial ratings:

A.M. Best: A+ (Superior) Financial Size Category XV
Standard & Poor's: A+ (Strong)

Your policy is being managed by Verus Underwriting Managers, one of W.R. Berkley's team of 53 operating units. Our talented staff is committed to providing excellent customer service to our insureds.

To learn more about W.R. Berkley Corporation, please visit our website at www.wrberkley.com

Contact Information:

If you have general questions about your policy or coverage, please contact the Retail Agent from whom you purchased your policy.

Claims:

For Claims, please contact Verus Underwriting Managers:

Toll Free: 877.598.3787

Fax: 804.525.1362

email: newclaims@verusins.com

4820 Lake Brook Drive . Suite 200 . Glen Allen VA 23060



W. R. BERKLEY INSURANCE GROUPSM

NOTICE:

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 LINE" 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 FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE 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 CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.
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.
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. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND 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.

D-2 (Effective January 1, 2017)

PRIVACY NOTICE

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms; and/or
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from a consumer reporting agency; and/or
- Information we receive from inspection reports.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as insurance agents and/or brokers

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Policyholder Notice

Claims Reporting Instructions

In the event of any "occurrence" that may result in a claim against this policy you should immediately report the incident to your agent or to Verus Underwriting Managers. For more specific detail as to your reporting requirements please review the Conditions requirement contained in your policy that defines your "Duties in the Event of an Occurrence, Offense, Act, Error or Omission, Claim or Suit".

New claims can be reported by email, fax, mail or phone 24 hours a day, 7 days a week.

Email: NewClaims@verusins.com or VUMClaims@verusins.com

Fax: 804-525-1362

Mail: Verus Underwriting Managers

Attention: Claims Department

4820 Lake Brook Drive, Suite 200

Glen Allen, Virginia 23060

Phone: 804-525-1360

877-598-3787

BERKLEY ASSURANCE COMPANY

A Stock Corporation

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322
Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260

COMMERCIAL EXCESS LIABILITY DECLARATIONS

POLICY NUMBER: VUMC0164060

NEW

NAMED INSURED AND ADDRESS:

Timber Cove Home Association
22098 Lyons Court
Jenner, CA 95450

PRODUCER'S NAME AND ADDRESS:

CRC Insurance
50 California Street
Suite 2000
San Francisco, CA 94111

POLICY PERIOD: December 27, 2017 to December 27, 2018 at 12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMIT OF INSURANCE:

Each Occurrence	\$1,000,000
Aggregate Limit	\$1,000,000

SCHEDULE OF UNDERLYING INSURANCE:

Per form CEXC1001 Schedule of Underlying Insurance

THE FOLLOWING APPLY IN ADDITION TO THE POLICY PREMIUM SHOWN

DESCRIPTION OF BUSINESS:

FORM OF BUSINESS: Other

BUSINESS DESCRIPTION: Homes Association

STATE TAX **\$60.00**

STAMPING FEE **\$4.00**

PREMIUM:

Policy Premium	\$ 2,000	Total Premium is Minimum & Deposit
Terrorism Premium	\$ 0	Minimum Earned Premium: 25%
Total Shown is Payable at Inception	\$ 2,000	

FORMS AND ENDORSEMENTS (Other than applicable Forms and Endorsements shown elsewhere in the policy):

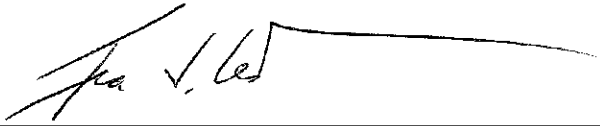
Forms and Endorsements applying to this Coverage Part and made a part of the policy at time of issue:
SEE SC-FORMS (10-17) — SCHEDULE OF FORMS AND ENDORSEMENTS.

NAME AND ADDRESS OF UNDERWRITING OFFICE:

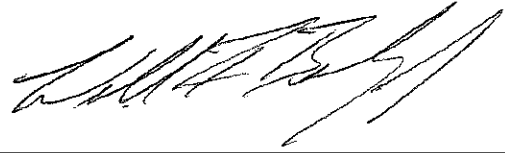
Verus Underwriting Managers
4820 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Phone: (804) 525-1360 See Claims Notice for Claims contact information.

THESE DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND ANY ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

IN WITNESS WHEREOF, Berkley Assurance Company designated herein has extended and attested these presents.



Ira S. Lederman
Secretary



W. Robert Berkley, Jr.
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SCHEDULE OF UNDERLYING INSURANCE

The limits shown below reflect your underlying limits. We attach over only those lines of coverage (A, B, C or D) where underlying limits are shown. Coverage afforded under this policy is subject to all forms, endorsements, exclusions, definitions, terms and conditions of the underlying policy.

Type of Policy	Limits of Liability
A. COMMERCIAL GENERAL LIABILITY - OCCURRENCE:	
Company: Berkley Assurance Company	
Policy No: VUMC0164040	
Effective Date: 12/27/2017	Expiration Date: 12/27/2018
Each Occurrence Limit	\$ 1,000,000
General Aggregate Limit (Other than Products/Completed Operations)	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
B. AUTOMOBILE LIABILITY: N/A	
Company:	
Policy No:	
Effective Date:	Expiration Date:
CSL	\$ Each Accident
Hired/Non-Owned Limit	\$ Each Accident
C. EMPLOYER'S LIABILITY: N/A	
Company:	
Policy No:	
Effective Date:	Expiration Date:
Employers Liability – Bodily Injury by Accident	\$ Each Accident
Employers Liability – Bodily Injury by Disease	\$ Aggregate Limit
Employers Liability – Bodily Injury by Disease	\$ Each Employee

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: VUMC0164060
Named Insured: Timber Cove Home Association

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY AT INCEPTION:

FORM NUMBER	FORM TITLE
VUM 99 40 02 17	Policy Cover Page 2017
CEXC 10 03 (10-17)	Commercial Excess Liability Declarations
CEXC 10 01 (10-17)	Schedule of Underlying Insurance
SC-FORMS (11-10)	Schedule of Forms and Endorsements
CEXC 10 00 08 14	Commercial Excess Liability Policy
VUM SOS CA 01 16	Service of Suit - California
VUM 99 32 01 16	Minimum Earned Premium

COMMERCIAL EXCESS LIABILITY POLICY

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

In consideration of the payment of the premium, the Company, in reliance upon the covenants, warranties, representations and mutual agreements set forth herein and in the "Underlying Insurance", and subject to all the terms and conditions of this policy, hereby agrees with the Insured as follows:

Section 1 - Insuring Agreements

1. The Company hereby agrees to pay on behalf of the Insured that portion of "Ultimate Net Loss" in excess of the limits of "Underlying Insurance" as shown in the Schedule of "Underlying Insurance", but only up to an amount not exceeding the Company's Limit of Liability as show in the Declarations. Except for the Terms, Definitions, Conditions and Exclusions of this policy, the coverage provided by this policy will follow the "Underlying Insurance" policy as shown in the Schedule of "Underlying Insurance". In no event will this policy grant broader coverage than that provided by the most restrictive policy included in the "Underlying Insurance".
2. The inclusion or addition hereunder of more than one Insured will not increase the Company's Limit of Liability beyond that set forth in the Declarations.
3. If "Underlying Insurance" provides for any sublimit of liability, this policy will not apply in excess of such sublimit.
4. This insurance applies to "Ultimate Net Loss" that takes place in the "Coverage Territory".

Section 2 - Definitions

1. "Each Annual Period"

The term "Each Annual Period" will mean consecutive period of one year commencing from the inception date of this policy.

2. "Ultimate Net Loss"

The term "Ultimate Net Loss" will mean all sums which the Insured will become legally obligated to pay as damages, including interest thereon, whether by reason of adjudication or settlement because of injury or damage, after making deductions of all recoveries and for other valid and collectible insurance, excepting however the policy(ies) of the underlying insurer(s). "Ultimate Net Loss" will exclude all interest accruing after entry of judgment, costs, and expenses, except with the consent of the Company.

3. "Underlying Insurance"

The term "Underlying Insurance" will mean the policy or policies listed in the Schedule of "Underlying Insurance".

4. "Coverage Territory"

The "Coverage Territory" will be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a claim or suit for damages within the "Coverage Territory" must be brought within the United States of America.

Payments under this policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Section 3 - Conditions

1. Premium

The Insured will pay premium to the Company as specified in the Declarations.

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement. If any additional premium charge is made to the "Underlying Insurance", during the policy period or if there is an increase in the risk assumed by us, our premium may be adjusted accordingly.

2. Duties in the Event of Accident, Occurrence, Claim or Suit

Any Insured must see to it that we:

- a. are notified as soon as practicable of any accident or occurrence which may result in a claim or suit which may involve this policy or any "Underlying Insurance";
- b. receive notice of the claim or suit as soon as practicable. Notice will include:
 - 1) how, when and where the accident or occurrence took place;
 - 2) the Insured's name and address;
 - 3) the names and addresses of any injured persons and witnesses; and
 - 4) the nature and location of any injury or damage arising out of the accident or occurrence.
- c. are assisted, upon our request, in the enforcement of any right against any person or organization which may be liable to any Insured because of injury or damage to which this insurance may apply; and
- d. receive the Insured's full cooperation in the investigation, adjustment, settlement or defense of any claim or suit.

In addition, it is a requirement of this policy that:

- e. the Insured not make any admission of liability;
- f. no Insured will, except at their own cost, voluntarily make a payment, agree to settle any claim, assume any obligation, or incur any costs, charges or expenses for investigation or defense of any claim, other than for first aid, without our written consent;
- g. any Insured immediately send us copies of any demands, notices, summonses or legal papers received in connection with a claim or suit involving any Insured; if legal proceedings are begun, the Insured will forward to the Company a copy of each pleading or document received by the Insured or the Insured's representatives, together with copies of reports or investigations made by the Insured or the Insured's representatives with respect to such proceedings.

3. Defense

The Company will not be required to assume the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against the Insured or your underlying carrier or both, but will have the right and be given the opportunity to be associated in the investigation, adjustment, settlement or defense and trial of any such claim, suit or proceeding relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. The Company may also settle any claim or suit, which in the opinion of the Company, may create liability on the part of the Company under the terms of this policy.

If the Company avails itself of the right and opportunity to associate in the investigation, adjustment, settlement or defense of a claim the Company will do so at its own expense but not after the limits of this policy are exhausted. Court costs and interest, if incurred with the consent of the Company, will be borne by the Company and other interested parties in the proportion that each party's share of the "Ultimate Net Loss" bears to the total amount of "Ultimate Net Loss" sustained by all interested parties.

4. Cancellation

This policy may be canceled by the Named Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation will be effective. This policy may be canceled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when such cancellation will be effective; provided that the date of such cancellation by the Company will not be less than ten (10) days from the date of the notice of cancellation for non-payment of the premium or thirty (30) days from the date of the notice of cancellation for any reason other than non-payment of the premium. The mailing of notice as aforesaid will be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice, either by the Named Insured or by the Company, will be equivalent to mailing.

This policy will terminate immediately upon the termination of any "Underlying Insurance", whether by the Insured or by the issuer of the "Underlying Insurance". Notice of cancellation or non-renewal of all or part of the "Underlying Insurance" duly given by any such insurer will serve as notice of the cancellation or non-renewal of this policy by the Company.

The Insured first named in the Declarations is authorized to act on behalf of all Named Insureds and other Insureds with respect to the giving and receiving of notice of cancellation and to be receiving of any return premium that may become payable under this policy.

If the Named Insured cancels, earned premium will be computed in accordance with the short rate table and procedure in use for this policy. If the Company cancels, earned premium will be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. In the event of cancellation by the Named Insured, earned premium will in no case be less than the Policy Minimum Premium stated in the Declarations.

5. Maintenance of and Changes to "Underlying Insurance"

The limits of the "Underlying Insurance" will be maintained in full effect during the currency of this policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein by paying or by having been held liable to pay for damages for accident(s) or occurrence(s), whichever is applicable, during "Each Annual Period" of this Policy. Failure of the Insured to comply with the foregoing will not invalidate this policy, but in the event of such failure, the Company will be liable only to the extent that it would have been held liable had the Insured complied therewith.

The Company will only be liable under this policy in the event of reduction or exhaustion of all of the limits of the "Underlying Insurance" and any other valid and collectible insurance by payment in connection with claim(s), and the Company will in no event drop down for any reason whatsoever including, but not limited to: (a) any exhaustion of a sublimit of any "Underlying Insurance"; or (b) uncollectibility, in whole or in part, of any "Underlying Insurance" whether due to financial impairment or insolvency, liquidation, or for any other reason; or (c) failure of the Insured to maintain any "Underlying Insurance". The risk of any gaps in coverage or uncollectibility for any reason is expressly retained by the Insured, and is not assumed or insured by the Company.

As a condition precedent to coverage under this policy, the Insured will give to the Company written notice and full particulars of: (a) cancellation of any "Underlying Insurance"; (b) reduction and/or exhaustion of the limit(s) of the "Underlying Insurance"; (c) additional or return premium in connection with any "Underlying Insurance"; (d) any changes to the "Underlying Insurance" by rewrite, endorsement or otherwise; and (e) the initiation of any receivership, liquidation, dissolution, rehabilitation or similar proceeding by any regulatory authority or any other person or entity against the issuing company of any "Underlying Insurance". Such notice will be sent to the Company immediately upon receipt of such notice by any Insured.

In the event of any changes to any "Underlying Insurance" during the policy period, this policy will become subject to any such changes upon the effective date of the changes in the "Underlying Insurance" only if and to the extent that consent of the Company is expressly endorsed hereon and provided that the Insured will pay any additional premium reasonably required by the Company for such changes.

6. Cooperation

The Insured will give the Company information and cooperation as the Company may reasonably require.

7. Subrogation and Recoveries

In the event of any payment under this policy, the Company will be subrogated to all of the Insured's rights of recovery against any person or organization, and the Insured will execute and deliver all instruments and papers and do whatever else may be necessary to secure such rights.

Any amount recovered after payment under this policy will be apportioned in the inverse order of payment to the extent of actual payment. The expenses of such recovery proceedings will be apportioned in the same ratio as the recoveries.

8. Assignment

This policy and any and all rights hereunder are not assignable without the prior written consent of the Company.

9. Legal Actions Against Us

There will be no right of action against us under this insurance unless:

- a. You have complied with all the terms of this policy; and
- b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

10. Other Insurance

If other insurance applies to an "Ultimate Net Loss" that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

11. When "Ultimate Net Loss" is Payable

Coverage under this policy will not apply unless and until the Insured or the Insured's "Underlying Insurance" is obligated to pay the full amount of the "Underlying Insurance".

When the amount of "Ultimate Net Loss" has finally been determined, we will promptly pay on behalf of the Insured the amount of "Ultimate Net Loss" falling within the terms of this policy.

12. Bankruptcy or Insolvency

- a. The bankruptcy, insolvency or inability to pay of any Insured, or of any Insured's estate, will not relieve us of our obligation to pay damages covered by this Policy.
- b. In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this Policy will not replace such "Underlying Insurance", but will apply as if all the limits of any "Underlying Insurance" are fully available and collectible.

13. Service of Suit

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may

be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder, arising out of this Policy.

Section 4 - Exclusions

This Policy will not apply:

1. To "Ultimate Net Loss":
 - a. arising out of or contributed to in any way by the actual, alleged or threatened discharge, dispersal, release, migration, escape, or seepage of pollutants; or
 - b. any loss, cost or expense arising out of any:
 - 1) request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - 2) claim or suit whether by or on behalf of any governmental authority or any other entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of pollutants.

As used in this exclusion, pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes material, to be recycled, reconditioned, reclaimed or disposed of.

2. To "Ultimate Net Loss" arising out of or in connection with:
 - a. asbestos or asbestos-related material(s), regardless of whether used, manufactured, sold, handled, maintained, repaired, removed, disposed of, transported, distributed, installed by, or in any way connected with the Insured; or
 - b. the existence of asbestos, in any goods, products, materials, storage devices, containers, wrappings, packaging, warehouses, buildings, or other structures of any kind, or any part thereof; or
 - c. any goods or products which are damaged, contaminated, or otherwise affected by asbestos or any asbestos-related materials(s), lead or silica dust; or
 - d. asbestos abatement activities, including clean-up, repair, or any other corrective measures which are occasioned by the existence of asbestos in any land, soil, water or watercourses, the atmosphere and/or building(s), whether voluntarily undertaken or required by any governmental body or other entity to eliminate asbestos material(s), lead or silica dust; or
 - e. any supervision, instructions, recommendations, warnings, or advice given or which should have been given, and any obligation to share damages with or repay someone else who must pay damages in connection with a, b, c, or d above.
3. To "Ultimate Net Loss" arising out of any claim or claims made by or against the Insured with respect to any uninsured/underinsured motorist or automobile no fault or first party personal injury law.
4. To "Ultimate Net Loss" arising out of the Employee Retirement Income Security Act of 1974 (ERISA) as now or hereafter amended or any similar state or other governmental law.
5. To "Ultimate Net Loss" arising out of or that results from any consequence, direct or indirect, due to war, whether or not declared, or any act or condition incident to war. War includes invasion, act of a foreign enemy, hostilities, civil war, insurrection, rebellion, military or usurped power, strike, riot, civil commotion, revolution, or acts of terrorism.
6. To "Ultimate Net Loss":

- a. with respect to which an Insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. arising out of "hazardous properties" of "nuclear material" and with respect to which:
 - 1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or by any law amendatory thereof; or
 - 2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- c. arising out of "hazardous properties" of "nuclear material" if:
 - 1) the "nuclear material"
 - a) is at any "nuclear facility" owned by, or operated by or on behalf of an Insured, or
 - b) has been discharged or dispersed therefrom;
 - 2) the "nuclear material" is contained in "spent fuel" or "waste" at any time process, handled, used, possessed, stored, transported, or disposed of by or on behalf of an Insured; or
 - 3) the bodily injury or property damage arises out of the furnishing by an Insured of services material, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if any such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies to "Property Damage" to such nuclear facility any property threat.

As used in this exclusion:

"hazardous properties" includes radioactive, toxic or explosive properties;

"nuclear material" means "source material," "special nuclear material" or "byproduct material";

"source material," "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material:

- a) containing byproduct material, and
- b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph a) or b) below:

"nuclear facility" means:

- a) any "nuclear reactor";
- b) any equipment or device designed or used for:
 - 1) separating the isotopes or uranium or plutonium,
 - 2) processing or utilizing spent fuel, or
 - 3) handling, processing or packaging "waste";
- c) any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d) any structure, basin, excavation premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property Damage" includes all forms of radioactive contamination of property.

- 7. To "Ultimate Net Loss" arising out of or in connection with punitive or exemplary damages, in whatever form assessed.

SERVICE OF SUIT - CALIFORNIA

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his 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 you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

The Company may be sued upon any cause of action arising in the State of California upon any policy issued by it, or any evidence of insurance issued or delivered by a surplus lines broker, pursuant to the procedures of Sections 1610 to 1620 of the Insurance Code. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of our rights to select a forum or court, including any of the federal courts of the United States.

It is further agreed that service of process in such suit may be made upon Vivian Imperial, in care of CT Corporation System, 818 West Seventh St., Suite 930, Los Angeles, CA 90017 and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROFESSIONAL COVERAGE FORM CLAIMS-MADE
COMMERCIAL EXCESS LIABILITY
COMMERCIAL EXCESS PROPERTY INSURANCE COVERAGE
COMMERCIAL GENERAL LIABILITY COVERAGE
COMMERCIAL INLAND MARINE COVERAGE
COMMERCIAL PROPERTY COVERAGE
ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE
EXCESS PROFESSIONAL LIABILITY POLICY
GARAGE COVERAGE
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED
LONG TERM CARE FACILITIES – PROFESSIONAL LIABILITY COVERAGE PART
OWNERS CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE
RAILROAD PROTECTIVE LIABILITY COVERAGE
REAL ESTATE SERVICES ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE

This endorsement sets forth the minimum earned premium for the policy which is calculated in accordance with the following:

1. The minimum premium for the policy period is \$2,000 of the total policy premium as shown on the Declarations plus any premium adjustment due to endorsements and any additional premium developed by premium audit; and
2. Audits that result in a return premium will not reduce the minimum premium as stated in 1. above; and
3. If the insured cancels this policy and the policy is not subject to premium audit, the return premium will be 90% of the unearned policy premium. In no event, however, will the company retain less than 25% of the minimum premium as stated in 1. above.; and
4. If the insured cancels this policy and the policy is subject to premium audit, the earned premium will be determined by the final audit. In no event, however, will the company retain less than 25% of the minimum premium as stated in 1. above; and
5. If the company cancels the policy for any reason other than for non-payment of premium, the insured will be returned the full amount of the unearned premium without any minimum premium restrictions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number: 01

POLICY NUMBER VUMC0164060	POLICY CHANGES EFFECTIVE 12/27/2017	COMPANY Berkley Assurance Company, A+ XV (Non-Admitted)
NAMED INSURED Timber Cove Home Association		AUTHORIZED REPRESENTATIVE Dale H. Pilkington
COVERAGE PARTS AFFECTED Excess General Liability Occurrence General Liability - Occurrence		
CHANGES		
In consideration of an additional premium of \$900, it is hereby understood and agreed that the Limit of Insurance is increased as follows:		
Each Occurrence:	\$2,000,000	
Aggregate Limit:	\$2,000,000	
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.		



Authorized Representative