



301 E. Fourth Street, Cincinnati, OH 45202

ExecProsm
DECLARATIONS
for
Community Association Solution
Insurance Policy

NOTE: Defense Within Limits – This is a claims made policy; please read it carefully. Costs of Defense IF incurred by the Insured or IF such coverage is amended by endorsement to this Policy shall reduce the applicable Limit of Liability available to pay judgments or settlements and shall also be applied against the applicable Retention. The Insurer has the right and duty to defend any Claim covered by this Policy.

MONTANA SPECIFIC DISCLOSURE: DEFENSE WITHIN LIMITS: The amount of money available under the policy to pay settlements or judgements will be reduced and may be exhausted by defense expenses, including but not limited to fees paid to attorneys to defend you.

Insurance is afforded by the company indicated below:

[X] Great American Insurance Company

Policy Number: EPPE195207

Policy Form Number: D26100-G

Item 1. Name of Organization: ANNECY HOMEOWNERS ASSOCIATION
Physical Address: 6853 E INGRAM CR
City, State, Zip Code: MESA, AZ 85207
Attn: Executive Director/President

Item 2. Policy Period: From 2/11/2026 To 2/11/2027
(Both dates at 12:01 a.m. Standard Time at the address of the Organization as stated in Item 1)

Item 3. (a) \$1,000,000 Limit of Liability for each Policy Year:
(b) \$150,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).

Item 4. Retentions:
Insuring Agreement A: \$ 0 Each Claim
Insuring Agreements B and/or C: \$1,000 Each Claim

Item 5. Premium: Payable as follows:
\$945

Item 6. Endorsements Attached:
D26301 D26740 D26801 (2) DTCOV IL7324

Item 7. Notices: All notices required to be given to the Insurer under this Policy shall be addressed to:
Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666
1-800-869-9965
e-mail: eldclaims@gaig.com

Item 8. Prior & Pending Litigation Date: 2/11/2019

These Declarations along with the completed and signed Proposal Form and Community Association Solution Insurance Policy, shall constitute the contract between the Insureds and the Insurer.

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.



ARIZONA AMENDATORY ENDORSEMENT

In compliance with the insurance regulations of the state of Arizona, the following provisions are added to the Policy. In the event that a similar provision is already contained in the Policy, the provisions of this endorsement shall take precedence over such similar provision.

1. The Policy may be cancelled by the **Organization** at any time by written notice to the **Insurer** or by surrender of this Policy to the **Insurer**.
2. Cancellation of Policies in Effect for less than 60 days.

The **Insurer** may cancel this Policy by mailing or delivering to the **Organization** written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation of Policies in Effect for 60 days or more.

If this Policy has been in effect for 60 days or more or if this Policy is a renewal of a policy issued by the **Insurer**, then the **Insurer** may cancel this Policy only for one or more of the following reasons:

- a. The **Organization** failed to pay a premium when due. Notice of cancellation will be mailed at least 10 days before the effective date of cancellation.
- b. Conviction of an **Insured** arising out of acts which increases the hazard insured against. Notice of Cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- c. A condition or factor material to insurability has changed substantially or a substantial condition or factor or material to insurability has become known during the Policy period except to the extent that the **Insurer** should have reasonably foreseen the change or contemplated the risk in writing the contract. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation

Insured: ANNECY HOMEOWNERS ASSOCIATION

Policy Period: 2/11/2026 to Policy Expiration

Policy Number: E195207

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 2/11/2026

ARIZONA AMENDATORY ENDORSEMENT

- d. This Policy may also be cancelled upon discovery that the Policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by the Insurer. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - e. Material failure to comply with Policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - f. Loss of reinsurance or substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - g. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - h. The **Insured** made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
4. Notice of Cancellation
- If the **Insurer** cancels this Policy based on one or more of the above reasons, the **Insurer** will mail by certified mail to the **Organization**, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. The **Insurer** will mail this notice to the last mailing addresses known to the **Insurer** at least 60 days before the effective date of cancellation.
5. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.



ARIZONA AMENDATORY ENDORSEMENT

6. The following are added and supersede any provisions to the contrary:

NONRENEWAL

- a. If the **Insurer** decided not to renew this Policy, the **Insurer** will by certified mail to the entity named in Item 1 of the Declarations Page, and mail to the agent, if any, written notice of nonrenewal. The **Insurer** will mail this notice to the last mailing address known at least 60 days prior to the expiration date of the Policy.
 - 1. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 2. If either one of the following occurs, the **Insurer** is not required to provide written notice of nonrenewal:
 - 3. The **Insurer** or a company within the same insurance group has offered to issue a renewal policy; or
 - 4. The **Insured** has obtained replacement coverage or agreed in writing to do so.

7. RENEWAL

- a. If the **Insurer** elects to renew this Policy and the renewal is subject to any of the following:
 - 1. Increase in premium;
 - 2. Change in deductible;
 - 3. Reduction in limits of insurance; or
 - 4. Substantial reduction in coverage;

The **Insurer** will mail or deliver written notice of the change(s) to the **Organization**, at the last mailing address known to the **Insurer** at least 60 days before the anniversary or expiration date of the Policy.

- b. If renewal is subject to any condition described in a.1. through a.4. above, and the **Insurer** fails to provide notice sixty (60) days before the anniversary or expiration date of this Policy, the following procedures apply:

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



ARIZONA AMENDATORY ENDORSEMENT

The present Policy will remain in effect until the earlier of the following:

1. Sixty (60) days after the date of mailing or deliver of the notice; or
 2. The effective date of replacement coverage obtained by the **Organization**
- c. If the **Organization** elects not to renew, any earned premium for the period of extension of the terminated Policy will be calculated pro rata at the lower of the following rates;
1. The rates applicable to the terminated Policy; or
 2. The rates presently in effect.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.



**DATA SECURITY WRONGFUL ACTS AND PRIVACY
WRONGFUL ACTS COVERAGE ENDORSEMENT**

Solely for purposes of coverage provided by this endorsement, it is understood and agreed that the following changes are made to the Policy:

THIRD PARTY COVERAGE

Section I. is deleted and replaced with the following:

Section I. Insuring Agreements

- A. If during the **Policy Period** or the **Discovery Period** any **Claim**, including a **Regulatory Action**, is first made against any **Insured Persons** for a **Data Security Wrongful Act** or a **Privacy Wrongful Act**, the **Insurer** shall pay on behalf of the **Insured Persons**, **Loss** and **Costs of Defense** resulting from such **Claim**, except for any **Loss** and **Costs of Defense** which the **Organization** or any **Subsidiary** actually pays as indemnification.
- B. If during the **Policy Period** or the **Discovery Period** any **Claim**, including a **Regulatory Action**, is first made against any **Insured Persons** for a **Data Security Wrongful Act** or a **Privacy Wrongful Act** the **Insurer** shall pay on behalf of the **Organization**, **Subsidiary** or **Property Manager**, **Loss** and **Costs of Defense** resulting from such **Claim**, but only to the extent the **Organization** or any **Subsidiary** is required or permitted by law to indemnify the **Insured Persons**.
- C. If during the **Policy Period** or the **Discovery Period** any **Claim**, including a **Regulatory Action**, is first made against the **Organization**, **Subsidiary** or **Property Manager** for a **Data Security Wrongful Act** or a **Privacy Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary**, **Loss** and **Costs of Defense** resulting from such **Claim**.

The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of such **Claim** are groundless, false or fraudulent.

FIRST PARTY COVERAGE FOR ORGANIZATION AND SUBSIDIARIES

Section VIII. is amended by the addition of the following:

D. Privacy Event Expenses Provision

The **Insurer** shall reimburse or pay on behalf of the **Organization** or any **Subsidiary** all **Privacy Event Expenses** in excess of the applicable Retention stated in Item 4. of the Declarations and up to the applicable Limits of Liability stated in Item 3. of the Declarations that the **Organization** or any **Subsidiary** incurs as a direct result of a **Data Breach** provided:

Insured: ANNECY HOMEOWNERS ASSOCIATION

Policy Period: 2/11/2026 to Policy Expiration

Policy Number: E195207

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 2/11/2026

**DATA SECURITY WRONGFUL ACTS AND PRIVACY
WRONGFUL ACTS COVERAGE ENDORSEMENT**

- (1) such **Data Breach** is first discovered during the **Policy Period**;
- (2) prior to the inception date of the first policy issued by the **Insurer** to the **Organization** and continuously renewed, no **Insured** had a basis to believe that any such **Data Breach** might reasonably be expected;
- (3) the **Insured** reports such **Data Breach** in accordance with the Reporting Obligations for a **Data Breach** section below; and
- (4) the **Insured** obtains the **Insurer's** advance written consent to incur such **Privacy Event Expenses**.

AMENDMENT TO DEFINITIONS

1. Section III.A. is amended by the addition of the following:

Claim shall also mean a **Regulatory Action**.

2. Section III.J. is amended by the addition of the following:

Loss shall also mean **Privacy Regulatory Fines and Penalties, Privacy Event Expenses and Regulatory Restitution Funds**.

3. Section III. is amended by the addition of the following:

“Computer Systems” shall mean any computer, network of computers, mobile device, or internet-enabled or networked telephone, printer, copier or other device, if owned, leased or operated by or on behalf of the **Organization** or any **Subsidiary** in connection with the **Insured's** ordinary business activities, including if operated by a cloud computer provider on behalf of the **Organization** or any **Subsidiary**.

“Data Asset” shall mean software and electronic data, including but not limited to databases, audio files, video files or other image files, maintained by or on behalf of the **Organization** or any **Subsidiary** in connection with the **Organization** or any **Subsidiary's** business operations.

“Data Breach” shall mean the unauthorized access to, loss of control over or disclosure of **Protected Information** maintained by the **Insured** or by those acting on behalf of the **Insured**.

“Data Security Wrongful Act” shall mean an actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the performance of the **Organization** or any **Subsidiary's** business that causes or fails to prevent:

- (1) the theft of, or unauthorized access to, or disclosure or use of, the **Data Asset** of a client or customer of the **Organization** or any **Subsidiary** stored on the **Computer Systems**;

**DATA SECURITY WRONGFUL ACTS AND PRIVACY
WRONGFUL ACTS COVERAGE ENDORSEMENT**

- (2) unauthorized access to or use of the **Computer Systems** that results in the alteration, corruption, destruction, deletion or damage to **Data Asset** of a client or customer of the **Organization** or any **Subsidiary** stored on the **Computer Systems**;
- (3) the transmission of any virus, worm, trojan horse, backdoor or similar malicious software program or code from the **Computer Systems** to a third party's computer systems;
- (4) unauthorized access to or use of the **Computer Systems** that results in damage or disruption to computer systems of any third party or any **Data Asset** on such third party computer systems, including through a denial-of-service attack or similar action by an unauthorized person; or
- (5) a denial-of-service attack or similar action by any unauthorized person that makes the **Computer Systems** unavailable to authorized clients or customers of the **Organization** or any **Subsidiary**.

"Privacy Event Expenses" shall mean the reasonable and necessary:

- (1) legal and forensic fees and costs to investigate the cause of the **Data Breach**, identify persons affected or potentially affected and determine the extent that any law, regulation, statute or contract requires notification of the **Data Breach**;
- (2) costs of notification of the **Data Breach**, if required by law, regulation, statute or contract or voluntarily incurred with the **Insurer's** prior written consent;
- (3) costs to monitor, freeze or thaw credit or provide credit restoration services for persons affected by the **Data Breach**; and
- (4) image consulting costs to minimize damage to reputation of **Organization** or any **Subsidiary**.

"Privacy Wrongful Act" shall mean an actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the performance of the **Organization** or any **Subsidiary's** business that causes or fails to prevent:

- (1) the loss or theft of, or unauthorized access to, disclosure, copying, use or modification of **Protected Information** held or maintained by or on behalf of the **Organization** or any **Subsidiary**, including by a cloud service provider or other vendor for the **Organization** or any **Subsidiary**, if such theft, access, disclosure or use:
 - (a) results in identity theft or other misuse of such **Protected Information**;or

**DATA SECURITY WRONGFUL ACTS AND PRIVACY
WRONGFUL ACTS COVERAGE ENDORSEMENT**

- (b) violates any federal, state, local or foreign law or regulation, or the **Organization** or any **Subsidiary's** published policies, regarding the maintenance, protection, use or disclosure of **Protected Information**;
- (2) violation of any federal, state, local or foreign law or regulation, or any publicly stated policy of the **Organization** or any **Subsidiary**, relating to **Protected Information** that:
 - (a) prohibits or restricts the **Insured's** collection, sharing or selling of **Protected Information**; or
 - (b) requires the **Insured** to provide access to **Protected Information** or upon request, correct incomplete or inaccurate **Protected Information**;
or
- (3) any fraudulent website or electronic communication, including a phishing email, from impersonating the **Insured** and causing financial loss to any customer or client of the **Organization** or any **Subsidiary**.

"Privacy Regulatory Fines and Penalties" shall mean the sums the **Organization** or any **Subsidiary** is required to pay as part of the settlement or judgment of a covered **Regulatory Action**.

"Protected Information" shall mean:

- (1) any non-public personally identifiable information, including financial, medical or health care information, held or maintained by or on behalf of the **Insured** in connection with the **Organization's** or any **Subsidiary's** business operations, whether in electronic form or otherwise, which is protected from unauthorized access or disclosure by any federal, state, local or foreign law or regulation or by any publicly stated policy of the **Insured**; and
- (2) any confidential, non-public business information of a third party that is in the care or custody of the **Organization** or any **Subsidiary** pursuant to a confidentiality agreement between the **Organization** or any **Subsidiary** and such third party.

"Regulatory Action" shall mean a written request for information, civil investigation or administrative proceeding or civil proceeding brought by any local, state, federal or regulatory agency for any **Privacy Wrongful Act** in connection with a **Data Breach**. However, **Regulatory Action** shall not include any written request, investigation or proceeding brought by or on behalf of the Securities and Exchange Commission.

**DATA SECURITY WRONGFUL ACTS AND PRIVACY
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“**Regulatory Restitution Fund**” shall mean any sums deposited into a fund and used to provide compensation to individuals affected by a **Privacy Wrongful Act** as part of the settlement or judgment of a **Regulatory Action**.

4. Section III.Q. is amended by the addition of the following:

Wrongful Act shall also mean a **Data Security Wrongful Act** and a **Privacy Wrongful Act**.

AMENDMENT TO EXCLUSIONS

1. Section IV.B. is deleted and replaced with the following:

B. to the extent it is insured in whole or in part by any other valid and collectible policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise; provided, however, that coverage for all **Data Breaches** and **Claims for Personal Injury Wrongful Acts, Data Security Wrongful Acts** and/or **Privacy Wrongful Acts** shall be specifically excess of any similar coverage provided pursuant to terms and conditions of any general liability policy, business owner policy or cyber liability policy issued to the **Organization** or any **Subsidiary**.

2. Section IV.D. is deleted and replaced with the following:

D. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for a **Privacy Wrongful Act**;

3. The **Insurer** shall not be liable for **Loss, Costs of Defense** or any other payment for any **Claim** made against any **Insured** or any **Data Breach** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged:

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- (1) mechanical or electrical failure or outage, routine wear and tear, or a disruption or failure of any infrastructure service or utility supplied by a third-party, including but not limited to power, water, gas, communications or connectivity; provided, however, this exclusion shall not apply to a **Claim** for a **Privacy Wrongful Act**;
- (2) fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail or act of God or any other physical event, however caused;
- (3) price-fixing, restraint of trade or monopolization;
- (4) violation of any federal, provincial, state, local or foreign statute or regulation prohibiting or restricting unsolicited communications, regardless of whether such communication was transmitted via facsimile, email, text, telephone or otherwise, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act of 2003, the Canadian Anti-Spam Law (CASL) and the Telephone Consumer Protection Act (TCPA);
- (5) misappropriation, infringement or theft, or inducement of misappropriation, infringement or theft of trade secrets;
- (6) war including undeclared or civil war, or seizure, confiscation, expropriation, nationalization, or destruction of a **Computer System** by order of any governmental authority;
- (7) potential violation of any federal, state, foreign or local law or regulation and investigated or pursued by a federal, state, foreign or local regulatory agency or other governmental body, provided, however, this exclusion shall not apply to a **Regulatory Action**;
- (8) act, error, omission or circumstance, which was known by the President, Executive Director, Chairman of the Board, Chief Information Officer, Chief Technology Officer, Chief Security Officer, Risk Manager, General Counsel (or the functional equivalent of any of the foregoing) prior to the inception date of the first policy issued by the **Insurer** to the **Organization** and continuously renewed and which could have been reasonably foreseen to be the basis for a **Claim** or **Data Breach**, including, but not limited to, knowledge of security weaknesses, or vulnerabilities in software, hardware or firmware; or
- (9) breach of any express or implied contract, agreement, warranty or guarantee, including, but not limited to, any express or implied contract or agreement to pay royalties or to account for same; provided, however, this exclusion shall not apply to:



**DATA SECURITY WRONGFUL ACTS AND PRIVACY
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- (a) any liability that an **Insured** would have incurred in the absence of such contract, agreement, warranty or guarantee; or
 - (b) a **Privacy Wrongful Act** when the actual or alleged breach of contract or agreement is to secure or maintain **Protected Information**.
4. The **Insurer** shall not be liable for **Loss, Costs of Defense** or any other payment for any **Claim** made against any **Insured** or any **Data Breach** for:
- (1) any fees or costs to restore, replace or re-collect a **Data Asset** or to update or improve a **Data Asset** to a level beyond that which existed prior to any **Data Security Wrongful Act**;
 - (2) any fees or costs to correct or remediate software program errors, vulnerabilities, deficiencies or problems with any **Computer System**;
 - (3) any amounts incurred by any **Insured** prior to the date a **Claim** is reported to the **Insurer** pursuant to Section VII. or a **Data Breach** is reported pursuant to the Reporting Obligations set below;
 - (4) any overhead expenses of the **Organization** or any **Subsidiary**, including but not limited to compensation or benefits; or
 - (5) the economic or market value of any **Data Asset**.

AMENDMENTS TO LIMITS OF LIABILITY AND RETENTIONS

1. Item 3. of the Declarations is amended by the addition of the following:
- (c) \$50,000 Sublimit of Liability for all **Privacy Event Expenses** from all **Data Breaches**. This Sublimit is part of and not in addition to the Limit of Liability provided for in 3(a).
 - (d) \$250,000 Sublimit of Liability for all **Loss** from all **Claims**, including **Regulatory Actions**, for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).



**DATA SECURITY WRONGFUL ACTS AND PRIVACY
WRONGFUL ACTS COVERAGE ENDORSEMENT**

2. Item 4. of the Declarations is deleted and replaced with the following:

Item 4. Retentions

Insuring Agreement:

- I.A.: \$ 0 Each **Claim** for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**
- I.B. and I.C.: \$ 1,000 Each **Claim** for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**
- \$ 1,000 Each Reimbursement for **Privacy Event Expenses** pursuant to Section VIII.D. of the Policy

3. Section V. of the Policy is amended by the addition of the following:

The “Each Reimbursement for **Privacy Event Expenses**” Retention amount stated in Item 4. of the Declarations is the **Organization’s** obligation for all **Privacy Event Expenses** from each **Data Breach**.

The “Each **Claim** for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**” Retention stated in Item 4. of the Declarations is the **Organization’s** obligation for each **Claim**, including any **Regulatory Action**. If a **Claim** and **Privacy Event Expenses** arise out of the same **Privacy Wrongful Act** or **Data Breach**, any amounts paid by the **Organization** in satisfaction of the “Each Reimbursement **Privacy Event Expenses**” Retention will also erode the “Each **Claim** for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**” Retention with respect to such **Claim**.

4. Section V.C. is deleted and replaced with the following:

C. **Costs of Defense** incurred by either the **Insurer** or **Insured** shall be subject to applicable Retention and the Limit of Liability for all **Claims**, including **Regulatory Actions**, for **Data Security Wrongful Acts** or **Privacy Wrongful Acts**.

REPORTING OBLIGATIONS FOR A DATA BREACH

After a **Data Breach** is first discovered by an **Insured**, the **Insured** shall, as a condition precedent to coverage pursuant to this endorsement:

- (a) notify the **Insurer** of the **Data Breach** as soon as practicable but in no event later than thirty (30) days after the **Data Breach** is first discovered;



**DATA SECURITY WRONGFUL ACTS AND PRIVACY
WRONGFUL ACTS COVERAGE ENDORSEMENT**

- (b) take reasonable measures to stop or mitigate the damage caused by such **Data Breach**;
- (c) give the **Insurer**, upon request, a detailed proof of the damage caused by such **Data Breach**;
- (d) submit, upon request of the **Insurer**, to examination under oath and give the **Insurer** a signed statement of the **Insured's** answers; and
- (e) cooperate with the **Insurer** in the investigation and settlement of any payments as a result of the **Data Breach**.

For the purposes of coverage extended by this endorsement, a **Data Breach** is "first discovered" when any **Insured** first becomes aware of facts that would cause a reasonable person to assume a **Privacy Wrongful Act** has occurred even though the exact amount or details of loss may not then be known.

Notice of the **Data Breach**, as required in (a) above, shall be given to the **Insurer** at the address indicated in Section VII.D. of the Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.



**AMENDMENT TO DECLARATIONS PAGE
(Name/Address)**

It is understood and agreed that Item 1. of the Declarations is amended to read as follows:

Item 1. Name of **Organization**: ANNECY HOMEOWNERS ASSOCIATION
Physical Address: 6853 E INGRAM CR
City, State, Zip Code: MESA, AZ 85207
Attn: Executive Director/President

Name of **Property Manager**: TRANSCEND COMMUNITY MANAGEMENT
Mailing Address: 2700 S GILBERT RD STE 5
City, State, Zip Code: CHANDLER, AZ 85286
Attn: Executive Director/President

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: ANNECY HOMEOWNERS ASSOCIATION

Policy Period: 2/11/2026 to Policy Expiration

Policy Number: E195207

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 2/11/2026



TERRORISM COVERAGE ENDORSEMENT CAP ON LOSS FROM CERTIFIED ACTS

Subject to all terms and conditions of this Policy, including any follow-form provisions, this Policy is amended by the addition of the following:

CERTIFIED ACTS OF TERRORISM COVERAGE

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

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

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

It is understood and agreed that the Premium section of the Declarations is amended by the addition of the following:

Terrorism Premium: \$ 0.00

The Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

This endorsement does not extend any additional coverage or otherwise change the terms and conditions of any coverage under this Policy.

Insured: ANNECY HOMEOWNERS ASSOCIATION

Policy Period: 2/11/2026 to Policy Expiration

Policy Number: E195207

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 2/11/2026



ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Insured: ANNECY HOMEOWNERS ASSOCIATION

Policy Period: 2/11/2026 to Policy Expiration

Policy Number: E195207

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 2/11/2026



POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% beginning on January 1, 2020, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium. Nonetheless, if you would like to reject such Terrorism coverage, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.