



Po Box 2915
Bloomington IL 61702-2915

Named Insured

000157 3129 9L-27-2161-FA50 F M
CROOKED POND POOL ASSN
C/O CINDY TAYLOR
PO BOX 22407
HILTON HEAD SC 29925-2407



DECLARATIONS

Policy Number	99-06-8761-4	
Policy Period	Effective Date	Expiration Date
12 Months	DEC 6 2022	DEC 6 2023
The policy period begins and ends at 12:01 am standard time at your mailing address as shown.		

Your policy is amended NOV 2 2022
INSURED NAME AND/OR ADDRESS CHANGE
INSURED DESCRIPTION CHANGED

Entity: Corporation

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.

Other items shown are effective with the policy's 2022 renewal

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	\$ 2,000,000
Coverage L - Business Liability (Annual Aggregate)	\$ 2,000,000
Self-Insured Retention	\$ 10,000

Required Underlying Insurance Schedule

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
	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

Commercial Umb Coverage Form	CU-2100
Exclusion - Total Pollution	CU-2341
Terrorism Insurance Cov Notice	FE-6999.3
Amendatory Endorsement	CU-2240.2
Lead Poisoning Exclusion	CU-2339
Policy Endorsement	CU-2474.3
Amendment of Who Is an Insured	CU-2384

Endorsement Premium

None

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

Required Underlying Insurance Schedule

Coverage		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. Yourell
Secretary

Michael J. Lipson
President



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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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IMPORTANT NOTICE

Regarding Changes to Your Policy



CU-2240.2 AMENDATORY ENDORSEMENT (South Carolina) is added to your State Farm policy and replaces **CU-2240.1 AMENDATORY ENDORSEMENT (South Carolina)**.

Editorial changes have been made to the following provisions:

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

Under **LIABILITY CONDITIONS, When We Do Not Renew**, we have removed the 60 day notice when effective date is between November 1 and May 31 and the 90 day notice when effective date is between June 1 and October 31. When we do not renew, a 60 day notice will be provided.

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.

AMENDATORY ENDORSEMENT (South Carolina)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. The following are 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. Reasons for Cancellation

(1) We may cancel this policy by providing to the first Named Insured and agent 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) If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

(c) Substantial change in the risk assumed, except to the extent that we had notice of the risk, should reasonably have foreseen the change, or contemplated the risk in writing the policy;

(d) Substantial breaches of contractual duties, conditions or warranties; or

(e) Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in Paragraph (e), we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

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- c. Notice of cancellation will state the actual reason for and the effective date of cancellation. The policy period will end on that date.
- d. 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.
- e. 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

- a. If we decide not to renew this policy, we will provide notice of nonrenewal, along with the actual reason for nonrenewal, to the first Named Insured and agent at least 60 days before:

- (1) The expiration date of this policy, if the policy is written for a term of one year or less; or
- (2) An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term; and

- b. We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.

- 2. The definition of "occurrence" under **LIABILITY DEFINITIONS** is replaced by the following:

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; and
- b. "Property damage" or "bodily injury" resulting from faulty workmanship, exclusive of the faulty workmanship itself.

All other policy provisions apply.

CU-2240.2

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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.

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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:

- **SECTION II – 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.
- **SECTION II – EXCLUSIONS: Paragraph 17. 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,

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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.