



## LIBERTY MUTUAL INSURANCE COMPANY

## EXCESS INSURANCE POLICY

In Witness Whereof, we have caused this policy to be signed by its President and Secretary.

PRESIDENT  
Matthew P. Dolan

SECRETARY  
Mark C. Touhey

## Excess Insurance Policy



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### Liberty Insurance Underwriters Inc.

(A Stock Insurance Company, hereinafter the "Insurer")

#### NOTICE OF CLAIM

You may mail or deliver notice of a claim or suit in writing by regular mail or e-mail at the following address:

By Mail: Ironshore Casualty Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005

By Email: [USClaims@Ironshore.com](mailto:USClaims@Ironshore.com)

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")  
175 Berkeley Street Boston, MA 02116  
Toll-free number: 1-800-677-9163

#### EXCESS LIABILITY POLICY DECLARATIONS

**Policy Number:** 1000454418-02  
**Renewal of:**  
**Broker:** 200 Crossings Boulevard  
Suite 110  
Warwick, RI 02886

#### Item 1: NAMED INSURED AND MAILING ADDRESS

American Realty Owners & Managers Association aka Aroma  
200 Crossings Boulevard  
Suite 110  
Warwick, RI 02886

(as per First Underlying Insurance Policy)

#### Item 2: POLICY PERIOD

As per Program Administrator's file  
12:01 A.M. Standard Time at the address of the Named Insured shown.

#### Item 3: POLICY PREMIUM:

#### POLICY MINIMUM PREMIUM:

TRIA Premium:  
Total Annual Premium:

Premium Basis: ( ) Flat ( ) Auditable

#### Item 4: LIMITS OF LIABILITY

Our liability under this policy will not exceed the following limit: 100.00% percent of "loss" excess of the Underlying Insurance stated in Item 5 of the Declarations, but for no greater than:

\$10,000,000 – Each Occurrence

\$10,000,000 – Aggregate Limit (where applicable)

#### Item 5: SCHEDULE OF UNDERLYING INSURANCE

See Schedule of Underlying Policies – Excess

#### Item 6: FORMS AND ENDORSEMENTS ATTACHED attached hereto:

See Forms and Endorsements Schedule – 104-XS (Ed. 03 00)

## Excess Insurance Policy



IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE COVERAGE AS STATED IN THIS POLICY.

A handwritten signature in black ink, appearing to read "Matthew P. Dolan".

PRESIDENT  
Matthew P. Dolan

A handwritten signature in black ink, appearing to read "Mark C. Touhey".

SECRETARY  
Mark C. Touhey

April 6, 2022

Issuance Date

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

**Named Insured:** American Realty Owners & Managers Association aka Aroma  
**Policy Number:** 1000454418-02  
**Effective Date:**

#### EXCESS FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

<u>Form Number</u>	<u>Form Name</u>
100-XS (Ed. 03 00)	Excess Liability Policy Declarations
104-XS (Ed. 03 00)	Forms and Endorsements Schedule
0216-XS (Ed. 06 09)	Non-Concurrence Endorsement
217-XS (Ed. 01 13)	Non-Erosion of Aggregate
232-XS (Ed. 04 07)	Schedule of Underlying Policies - Excess
224-XS (Ed. 04 07)	Designated Operations Exclusion of Coverage
188-XS (Ed. 03 00)	Asbestos Exclusion
251-XS (Ed. 04 07)	Exclusion - Violation of Statutes that Govern Emails, Faxes, Phone Calls or Other Methods of Sending Information
102-XS (Ed. 03 00)	Nuclear Energy Liability Exclusion Endorsement
ADM-OFAC-0419	Sanction Limitation And Exclusion Clause
227-XS (Ed. 01 13)	Silica Exclusion
190-XS (Ed. 01 09)	Sub-Limit Exclusion
230-XS (Ed. 04 07)	Uninsured and Underinsured Auto Liability Exclusion
Excess 4011 (05 06)	War Liability Exclusion Endorsement
160-XS (Ed. 01 13)	Pollution Limitation Endorsement Follow Form
E-RI-XS (Ed. 01 13)	Rhode Island Amendatory Endorsement
187-XS (Ed. 03 00)	Manuscript Endorsement - CERTIFICATE OF COVERAGE ENDORSEMENT
TRIA-E002-0315	Cap on Losses from Certified Acts of Terrorism
TRIA-N004-0315	Disclosure - Terrorism Risk Insurance Act
TRIA-EX-003-0315	Underlying Coverage Warranty For Certified Acts of Terrorism

**Excess Insurance Policy**



101-XS (Ed. 03 00)

Excess Liability Policy

## Excess Insurance Policy



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### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

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**Named Insured:** American Realty Owners & Managers Association aka Aroma

**Policy Number:** 1000454418-02

**Effective Date:**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **NON-CONCURRENCY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

The non-concurrency period of any underlying policy will not extend coverage under our policy nor be considered as depleting the underlying policy limits as shown in Item 5: SCHEDULE OF UNDERLYING INSURANCE of the POLICY DECLARATIONS.

This endorsement does not change any other provisions of the policy.

## Excess Insurance Policy



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### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

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**Named Insured:** American Realty Owners & Managers Association aka Aroma

**Policy Number:** 1000454418-02

**Effective Date:**

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#### **NON-EROSION OF AGGREGATE**

The aggregate limits shown in Item 5. **SCHEDULE OF UNDERLYING INSURANCE**, shall neither be reduced nor exhausted by reason of any paid "loss", expenses, cost of defense or charges arising out of or related to any claims, offenses, occurrences, "loss" or expenses not covered by this policy.

This endorsement does not change any other provision of the policy.



## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

**Named Insured:** American Realty Owners & Managers Association aka Aroma  
**Policy Number:** 1000454418-02  
**Effective Date:** - / - / - - - -

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### SCHEDULE OF UNDERLYING POLICIES – EXCESS

Carrier, Policy Number and Policy Period	Type of Coverage	Limits of Insurance
<b>James River Insurance Company</b> 00096511-03	Commercial Excess Liability	\$10,000,000 – Each Occurrence \$10,000,000 – Aggregate (where applicable)
<b>Fireman's Fund Insurance Company</b> USL004248222	Commercial Excess Liability	\$15,000,000 – Each Occurrence \$15,000,000 – Aggregate (where applicable)
<b>Liberty Insurance Underwriters, Inc.</b> 1000319119-04	Commercial Excess Liability	\$15,000,000 – Each Occurrence \$15,000,000 – Aggregate (where applicable)
<b>Everest National Insurance Company</b> XC3EX00118-221	Commercial Excess Liability First Underlying Insurance	\$10,000,000 – Each Occurrence \$10,000,000 – Aggregate (where applicable)
<b>The Continental Insurance Company / Great American</b> 7018446080 & EXC 4138293	Commercial Excess Liability	\$30,000,000 – Each Occurrence \$30,000,000 – Aggregate (where applicable)

## Excess Insurance Policy



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#### **DESIGNATED OPERATIONS EXCLUSION OF COVERAGE**

This insurance does not apply to any liability for, or arising out of, directly or indirectly, any operation(s) listed below:

Adult or Child Daycare services when performed by or on behalf of the insured to third parties for a fee;  
Construction companies performing services by or on behalf of the insured to third parties for a fee;  
Security Guard Services, when performed by or on behalf of the insured to third parties for a fee;  
Schools;  
Religious Organizations or Institutions;  
Hotels, Motels and/or Casinos; or  
Student Housing.

This endorsement does not change any other provisions of the policy.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

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**Policy Number:** 1000454418-02

**Effective Date:**

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#### ASBESTOS EXCLUSION

This policy does not apply to:

Any "loss", including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations or the fees of attorneys, experts, or consultants arising out of or related in any way, whether directly or indirectly to:

- (1) asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
- (2) exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
- (3) any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

This endorsement does not change any other provision of the policy.

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### LIBERTY INSURANCE UNDERWRITERS INC.

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**Named Insured:** American Realty Owners & Managers Association aka Aroma

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#### **EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION**

This policy does not apply to:

##### **Distribution of Material in Violation of Statutes**

Any "loss" or liability, arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
3. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communication or distribution of material or information.

All other terms, conditions and exclusions of the Policy remain unchanged.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

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#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement changes the policy as follows:

This policy does not apply to:

A. Any "loss":

1. with respect to which any Insured under this policy is also an Insured under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its Limit of Liability; or
2. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
  - a) a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
  - b) any 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.

B. Any injury or "nuclear property damage" resulting from the "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, any Insured; or
  - b) has been discharged or dispersed therefrom;
2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
3. the injury or "nuclear property damage" arises out of the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion B. 3. applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

As used in this exclusion:

1. "Hazardous properties" include radioactive, toxic or explosive properties.
2. "Nuclear facility" means:
  - a) any "nuclear reactor";
  - b) any equipment or device designed or used for:

## Excess Insurance Policy



- (1) separating the isotopes of uranium or plutonium,
    - (2) processing or utilizing "spent fuel", or
    - (3) handling, processing or packaging "nuclear 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 "nuclear 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.
3. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
  4. "Nuclear property damage" includes all forms of radioactive contamination of property.
  5. "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.
  6. "Nuclear Waste" means any "nuclear waste" material:
    - a) containing "by-product material" other than the tailings of "nuclear wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
    - b) resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph 2(a) or 2(b).
  7. "Source material," "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

This endorsement does not change any other provision of the policy.

## Excess Insurance Policy



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### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

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<b>Named Insured:</b>	American Realty Owners & Managers Association aka Aroma
<b>Policy Number:</b>	1000454418-02
<b>Effective Date:</b>	

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms, conditions and exclusions of this policy remain unchanged.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

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**Policy Number:** 1000454418-02

**Effective Date:**

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#### SILICA EXCLUSION

This insurance does not apply to:

Any "loss" or liability based upon, arising out of, in connection with, or in any way related, either directly or indirectly, to:

1. "silica", "silica" products, "silica"-containing materials or products, "silica" fibers or "silica" dust, including, but not limited to, manufacturing, mining, usage, sales, installation, removal or distribution activities; or
2. exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of "silica", "silica" products, "silica"-containing materials or products, "silica" fibers or "silica" dust.

When used in this endorsement, the term "silica" means any solid, liquid or gaseous material consisting of or containing silica, silica fibers or particles, or silica dust.

This endorsement does not change any other provision of the policy.



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<b>Named Insured:</b>	American Realty Owners & Managers Association aka Aroma
<b>Policy Number:</b>	1000454418-02
<b>Effective Date:</b>	

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **SUB-LIMIT EXCLUSION**

This insurance does not apply to any "loss" that is subject to a sub-limit on the First Underlying Insurance Policy. Sub-limit means a limit lower than the otherwise applicable limit stated on the Declarations of the First Underlying Insurance Policy.

All other terms, conditions and exclusions of the Policy remain unchanged.

## Excess Insurance Policy



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### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

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**Named Insured:** American Realty Owners & Managers Association aka Aroma

**Policy Number:** 1000454418-02

**Effective Date:**

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#### **UNINSURED AND UNDERINSURED AUTO LIABILITY EXCLUSION**

This insurance does not apply to:

- 1) Any obligation of any Insured under a No Fault, Uninsured Motorist or Underinsured Motorist law or any similar law, regulation or ordinance; or
- 2) Any "loss" arising from or related to directly or indirectly the ownership, maintenance, use or operation of an uninsured or underinsured auto.

This endorsement does not change any other provisions of the policy.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

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**Effective Date:**

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#### **WAR LIABILITY EXCLUSION ENDORSEMENT COMMERCIAL EXCESS COVERAGE FORM**

It is hereby agreed that the Policy shall be amended as follows:

This Policy does not apply to any "loss", however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

All other terms, conditions, and exclusions of this Policy remain unchanged.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

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**Named Insured:** American Realty Owners & Managers Association aka Aroma  
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**Effective Date:**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **POLLUTION LIMITATION ENDORSEMENT – FOLLOW FORM**

This insurance does not apply to:

Any "loss", including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or in any way related to:

1. the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants", however caused.
2. any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants". This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons.
3. steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants".

This exclusion will apply to any "loss", costs, charges, or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials, which are intended to be or have been recycled, reconditioned or reclaimed.

However, this exclusion does not apply to any "loss" described above for which coverage is afforded under (As Per On File With The Company **Policy Number:** (As Per On File With The Company), **Form Number:** (As Per On File With The Company), and then for no broader coverage than is afforded by such insurance (hereafter referred to as Underlying Pollution Coverage).

In the event that the Underlying Pollution Coverage is amended or deleted after the inception date of this policy, the Insurer must be so advised in writing within fourteen (14) days after the effective date of such amendment or deletion. Any amendment which broadens coverage under the Underlying Pollution Coverage shall not be binding upon the Insurer unless its agreement is acknowledged in writing by an authorized representative of the Insurer.

This endorsement does not change any other provision of the policy.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

**Named Insured:** American Realty Owners & Managers Association aka Aroma

**Policy Number:** 1000454418-02

**Effective Date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **RHODE ISLAND AMENDATORY ENDORSEMENT**

Section **V. CONDITION C.** is amended by adding the following:

9. We will provide a statement of the reason(s) for the cancellation where the Named Insured requests such a statement in writing and the Named Insured agrees, in writing, to hold us harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation. Copies of all such notices will be provided to the Named Insured's broker of record, if known.
10. If this policy has been in effect for sixty (60) days or more or if this is a renewal policy, we may not cancel this policy except for one or more of the following reasons:
  - a) nonpayment of premium;
  - b) fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - c) activities or omissions on the part of the Named Insured which change or increase the hazard insured against, including a failure to comply with loss control recommendations;
  - d) change in the risk which increases the risk of "loss" after the policy has been issued or renewed, including an increase in exposure due to regulation, legislation or court decision;
  - e) loss or decrease of our reinsurance for all or part of the risk or exposure covered by the policy;
  - f) a determination by the Rhode Island Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the laws of the State of Rhode Island or any other state;
  - g) violation or breach by the Named Insured of any policy terms or conditions; or
  - h) such other reasons as the Rhode Island Commissioner of Insurance may allow.

#### **Nonrenewals**

11. We may choose not to renew this policy by delivering or mailing written notice to the Named Insured at the address shown on the Declarations. We will provide notice of nonrenewal at least thirty (30) days prior to the expiration of the policy. A copy of the notice will be sent to the Named Insured's broker of record, if known. If we fail to provide notice of nonrenewal at least thirty (30) days prior to the expiration of the policy, the policy shall continue in force until thirty (30) days after such notice is provided. Additional premium for any such extension shall be calculated pro rata based upon the previous year's rate.

## Excess Insurance Policy



12. We will not be required to provide a notice of nonrenewal if we or a company within the same insurance group have offered to issue a renewal policy, or the Named Insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
13. If we provide notice of nonrenewal as described above and thereafter extend the policy ninety (90) days or less, an additional notice of nonrenewal is not required with respect to the extension.
14. Any change in premium, deductibles, amount of insurance or reductions in policy limits or coverage shall not constitute a refusal to renew. A transfer of coverage for the Named Insured between companies within the same insurance group also shall not constitute a refusal to renew. Renewal of the policy shall not constitute a waiver or estoppel with respect to grounds for cancellation that existed before the effective date of such renewal.

### Conditional Renewal

15. If we intend to increase premium rates, change deductibles, reduce the Limits of Liability or reduce coverage, we will deliver or mail written notice of such premium increase or coverage change to the Named Insured at the mailing address shown on the Declarations. Any such notice of premium increase or coverage change will be provided at least thirty (30) days prior to the expiration of the policy in the case of notice to the Named Insured, or forty-five (45) days prior to the expiration of the policy in the case of notice to the Named Insured's broker of record, if any.
16. If we fail to provide such notice of conditional renewal, the coverage provided by the policy will remain in effect until thirty (30) days after such notice is given or until the effective date of replacement coverage obtained by the Named Insured, whichever first occurs. If the Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the Named Insured accepts the renewal, the premium increase, if any, and any other changes will be effective the day following the expiration of the policy.
17. A notice of premium or coverage changes will not be required where changes are based upon the altered nature or extent of the risk insured, or where changes in policy forms or in rates or rating plans have been filed with or approved by the Rhode Island Insurance Commissioner and are applicable to an entire class of business.

This endorsement does not change any other provision of the policy.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

<b>Named Insured:</b>	American Realty Owners & Managers Association aka Aroma
<b>Policy Number:</b>	1000454418-02
<b>Effective Date:</b>	- . / - . / - . - . - .

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### CERTIFICATE OF COVERAGE ENDORSEMENT

The following changes apply to the Excess Insurance Policy: I. The Named Insured, as shown in Item 1. of the Declarations of this policy is amended to read as follows: Those members of the American Realty Owners & Managers Association aka AROMA purchasing group, as scheduled on their individual Certificate of Coverage issued by, and on file with, the Agent or Broker shown on the Declarations of this policy. II. The Policy Period, as shown in Item 2. of the Declarations of this policy ,applies to the Certificate of Coverage as follows: Each Certificate of Coverage will have an effective date of coverage commencing within the Policy Period shown in Item 2. of the Declarations of this policy. The Coverage Period shown on the Certificate of Coverage will in no event be longer than twelve (12) months. III. The Limits of Liability, as shown in Item 4. of the Declarations of this policy, apply individually to each Certificate of Coverage issued to a member of the American Realty Owners & Managers Association aka AROMA purchasing group. References in SECTION II. LIMITS OF LIABILITY of the policy to "Policy Period", as shown in Item 2. of the Declarations of this policy, mean the coverage period shown on the Certificate of Coverage for each Certificate Holder. IV. The reference in Condition D. Maintenance of Underlying Insurance under Section V. CONDITIONS to "policy period" means the Coverage Period shown on the Certificate of Coverage for each Certificate Holder. V. The following is added to Section V. CONDITIONS: RECONCILIATION It is agreed that if exclusions, restrictions or amendments of coverage shown on the Certificate of Coverage issued to an individual member are more restrictive than this policy, then those exclusions, restrictions or amendments of coverage shall be deemed to be part of this policy.

This endorsement does not change any other provision of the policy.



## Excess Insurance Policy



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the above captioned policy.

##### **A. Cap on Certified Act of Terrorism Losses**

"Certified act of terrorism" means an 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 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 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.

##### **B. Application of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy.



## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

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**Named Insured:** American Realty Owners & Managers Association aka Aroma  
**Policy Number:** 1000454418-02  
**Effective Date:**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **DISCLOSURE – TERRORISM RISK INSURANCE ACT**

**THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.**

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

##### **Disclosure of Premium**

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

##### **Federal Participation In Payment Of Terrorism Losses**

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

##### **Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. 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.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

---

<b>Named Insured:</b>	American Realty Owners & Managers Association aka Aroma
<b>Policy Number:</b>	1000454418-02
<b>Effective Date:</b>	

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### **UNDERLYING COVERAGE WARRANTY FOR CERTIFIED ACTS OF TERRORISM**

With respect to any one or more "Certified Acts of Terrorism," we will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period.

If you fail to comply with this Underlying Coverage Warranty for Certified Acts of Terrorism and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this warranty.

Certified Act of Terrorism means an 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 pursuant to the Federal Terrorism Risk Insurance Act, including all amendments. The Federal Terrorism Risk Insurance Act sets forth the following criteria for a "Certified Acts of Terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; 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.

This exclusion does not apply to the extent that insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

## Excess Insurance Policy



### LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

#### EXCESS LIABILITY POLICY

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Words and phrases in quotation marks have special meaning and can be found in the Definitions or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, and subject to all terms of this policy, we agree with you to provide coverage as follows:

#### INSURING AGREEMENTS

##### I. COVERAGE

We will pay on behalf of the Insured "loss" that results from an occurrence during the "policy period." We will pay "loss" in excess of the Underlying Insurance shown in Item 5. of the Declarations, but only up to an amount not exceeding our Limits of Liability as shown in Item 4. of the Declarations. Except for any definitions, terms, conditions and exclusions of this policy, the coverage provided by this policy is subject to the terms and conditions of the First Underlying Insurance Policy, as shown in Item 5. of the Declarations.

The inclusion or addition hereunder of more than one Insured shall not operate to increase our Limits of Liability beyond that shown in Item 4. of the Declarations.

We will be furnished a complete copy of the First Underlying Insurance Policy described in Item 5. of the Declarations.

##### II. LIMITS OF LIABILITY

- A. The Limits of Liability shown in Item 4. of the Declarations and the rules below describe the most we will pay regardless of the number of:
  - 1. Insureds;
  - 2. claims made or suits brought; or
  - 3. persons or organizations making claims or bringing suits.
- B. The Limits of Liability of this policy will apply as follows:
  - 1. This policy applies only in excess of the Underlying Insurance shown in Item 5. of the Declarations.
  - 2. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
  - 3. Subject to Paragraph B.2. above, the occurrence limit shown in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.
  - 4. Subject to Paragraphs B.2. and B.3. above, if the limits of liability of the Underlying Insurance shown in Item 5. of the Declarations are reduced or exhausted solely by payment of "loss", such insurance provided by this policy will apply in excess of the reduced Underlying Insurance or, if all such coverage is exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the First Underlying Insurance Policy, except for any definitions, terms, conditions and exclusions of this policy.

## Excess Insurance Policy



5. The Limits of Liability of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

### III. DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against you.
- B. We will have the right, but not the duty, to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for "loss" under this policy. If we exercise such right, we will do so at our own expense.
- C. If the limits of liability of the Underlying Insurance shown in Item 5. of the Declarations are exhausted solely by payment of "loss", we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit which, in our opinion, may give rise to a "loss" under this policy. Such investigation or defense shall be at our own expense. We may, however, withdraw from the defense of such suit and tender the continued defense to you if our applicable Limits of Liability shown in Item 4. of the Declarations are exhausted by payment of "loss."

### IV. DEFINITIONS

"Loss" means those sums which you are legally obligated to pay as damages, after making proper deductions for all recoveries and salvage, which damages are covered by the First Underlying Insurance Policy.

"Policy period" means the period from the inception date of this policy to the expiration date stated in the Declarations, or any earlier date of cancellation or termination.

### V. CONDITIONS

#### A. Appeals

In the event you or the insurer(s) of the Underlying Insurance shown in Item 5. of the Declarations elects not to appeal a judgment in excess of the amount of the Underlying Insurance, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Liability as set forth in Section II. of this policy and as shown in Item 4. of the Declarations.

#### B. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any Insured will not relieve us from our obligation to pay "loss" covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of the insurer(s) of the Underlying Insurance shown in Item 5. of the Declarations, the insurance afforded by this policy will not replace such Underlying Insurance, but will apply as if the Underlying Insurance was fully available and collectible.

#### C. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect
2. We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The "policy period" will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.

## Excess Insurance Policy



5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The Named Insured shown in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provision that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

### D. Maintenance of Underlying Insurance

During the "policy period", you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance as shown in Item 5. of the Declarations in full force and effect;
2. That the Limits of Liability of the policies listed in the Schedule of Underlying Insurance as shown in Item 5. of the Declarations will be maintained except for any reduction or exhaustion of aggregate limits by payment of "loss" in claims or suits covered by the Underlying Insurance.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

### E. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an occurrence which may result in a "loss" covered under this policy. To the extent possible, notice will include:
  - a) how, when and where the occurrence took place;
  - b) the names and addresses of any injured persons and witnesses;
  - c) the nature and location of any injury or damage arising out of the occurrence.
2. If a claim or suit against any Insured is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.
3. You and any other involved Insured must:
  - a) immediately send us copies of any demands, notices, summonses or legal documentation received in connection with a claim or suit;
  - b) authorize us to obtain records and other information;
  - c) cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - d) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

## Excess Insurance Policy



4. The Insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### F. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of such other insurance. Nothing herein will be construed to make this policy subject to the definitions, terms, conditions and exclusions 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, indemnification or other mechanism by which an Insured arranges for funding of legal liabilities.

### G. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes of the state where this policy is issued are amended to conform to such statutes. If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

### H. When "Loss" is Payable

Coverage under this policy will not apply unless and until you or the insurer(s) of the Underlying Insurance shown in Item 5. of the Declarations has paid or is obligated to pay the full amount of such Limits of Liability.

When the amount of "loss" has finally been determined, we will promptly pay on your behalf the amount of "loss" covered under this policy.

**In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized agent of the Insurer.**

A handwritten signature in black ink, appearing to read "Matthew P. Dolan".

PRESIDENT  
Matthew P. Dolan

A handwritten signature in black ink, appearing to read "Mark C. Touhey".

SECRETARY  
Mark C. Touhey



## **Liberty Mutual Group California Privacy Notice**

Commercial Lines (excluding Workers' Compensation)  
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

### **What Data Does Liberty Mutual Gather?**

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **How We Get the Personal Data:**

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
▪ ask about, buy insurance or file a claim	▪ your insurance agent or broker
▪ pay your policy	▪ your employer, association or business (if you are insured through them)

▪ visit our websites, call us, or visit our office	▪ our affiliates or other insurance companies about your transactions with them
	▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	▪ other public directories and sources
	▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjusters and claim handlers
	▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<b>Market, sell and provide insurance.</b> This includes for example: <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<b>Manage your claim.</b> This includes, for example: <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> <li>• providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>



<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology development;</li> <li>• marketing and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>• help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty contract obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

### **How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers  
Protected Classification Characteristics;  
Internet or other similar network activity;  
Inferences drawn from other personal information;  
Professional, employment, and education information;

Personal Data;  
Commercial Information;  
Claims Data;  
Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **What Privacy Rights Do I Have?**

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

#### **Access or Deletion**

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

#### **You can make a request by either:**

Calling: 800-344-0197

Online: [libertymutualgroup.com/privacy-policy/data-request](http://libertymutualgroup.com/privacy-policy/data-request)

Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6th Floor  
Boston, MA 02116  
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

#### **Response Timing**

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### **Rights to opt in and out of data selling**

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### **No account needed**

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

### **No discrimination**

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that may receive a different price or rate for goods or services, or a different level or quality of goods or services.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

**Phone:** 800-344-0197

**Email:** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)

**Postal Address:** Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office