

BUSINESS OWNERS INSURANCE POLICY DECLARATION

Issued by **DB INSURANCE CO., LTD.**

Policy Number: **309811 - 976066 (KBO0001231-A04)**
 Policy Period: From **06/28/2021** to **06/28/2024** at 12:01 A.M. Standard Time
 Named Insured: **Villa Rosario Condominium Homeowners Association**
 Address: **P.O. Box 142**
Dededo, Guam 96929

Policy Territory: **Guam**
Endorsements applicable to this Policy: Per Declaration Schedule attached

COVERAGES

Special Note: Insurance is provided with respect only to those coverages for which a premium is indicated herein

Section I - Buildings and Business Personal Property

Coverage	Limit of Insurance	Premium
Coverage A - Buildings [X] Replacement Cost Value [] Actual Cash Value basis	Per attached schedule	\$67,465.80
Coverage B - Business Personal Property		

Premium Section I \$67,465.80 x3

Section II - Business Liability

Coverage	Limit of Insurance	Premium
Coverage C - Business Liability The Limit of Insurance with respect to the products and completed operations hazards combined are an aggregate limit for all occurrences during the policy Period.	Bodily Injury each occurrence aggregate	
	Property Damage each occurrence aggregate	
	Combined Single Limit \$1,000,000.00 each occurrence/ aggregate	\$1,000.00
Coverage D - Medical Expenses	\$1,000.00 each Person \$10,000.00 each accident	Included

Premium Section II \$1,000.00 x3

2% Assessment Fee (Public Law 21-10) \$20.00 x3

Section III - Workmen's Compensation and Employers Liability

Coverage E - This Policy applies to the Workmen's Compensation Law and any Occupational Disease law of: Guam				
Classification of Works	Code No.	Premium Basis	Rates	Estimated Annual Premium
NOT COVERED				
Minimum Premium:		Total Estimated Annual Premium		
Coverage F - Employers Liability: Limit of Liability			Premium	

Premium Section III \$0.00

B


Other Coverages

In considering of the additional premium and subject to Endorsement(s) incorporated herein, this Policy is extended to cover the following:

<u>Optional Coverage</u>	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Premium</u>
--------------------------	---------------------------	-------------------	----------------

			Premium	\$0.00
			Total Premium	\$68,465.80 X3
			Plus 2% Assessment Fee of G.L.	\$20.00 X3

DB INSURANCE CO., LTD.

By: 

Authorized Signature

**Moylan's Insurance Underwriters Inc.
Hagatna Branch
General Agent**

Policy No. **309811 - 976066 (KBO0001231-A04)**

Name of Insured: **Villa Rosario Condominium Homeowners Association**

DECLARATION SCHEDULE

Covered Causes of Loss: Fire and Lightning, Typhoon, Riots or Civil Commotion, Tidal Wave, Flood, Highwater and Overflow, Explosion, Smoke, Aircraft, or Vehicle, Earthquake, Vandalism

Additional Coverages: a. Debris Removal, b. Preservation of Property, c. Fire Department Service and f. Pollutant Clean Up and Removal

Limit of Insurance: Per Attached Schedule of Property

Co-Insurance: Per Attached Schedule of Property

Deductible: Per Attached Deductible Endorsement

Mortgagee: None Stated.

Subject to the following clauses/riders or endorsements marked "X" under the policy:

Section I - Building and Business Personal Property

- Lender's Loss Payable
- Co-Insurance Clause
- Building Limitation Clause
- Earthquake Endorsement
- Agreed Value Clause
- Co-Insurance Clause - Typhoon

Section II - Business Liability

- Punitive Damages Exclusion
- Y2K Exclusion Clause
- Asbestos Exclusion Clause
- Amendment - Limit of liability
- Communicable Disease Exclusion

Subject to the following clauses/riders or endorsements attached to and forming part of this policy:

- Schedule of Unit Owners and Mortgagee
- Communicable Disease Exclusion - LMA5394-Property
- Cyber Loss Limited Exclusion Clause (Property Insurance) No.1- LMA 5410
- Deductible Endorsement
- Exclusion of Mold, Fungus, Wet Rot, Dry Rot and Bacteria
- Notice and Acknowledgment of Co-Insurance Clause
- Tidal Wave, Flood Highwater & Overflow Endorsement
- General Liability Hazards Endorsement
- Communicable Disease Exclusion Clause - LMA5399 - Casualty
- Condominium Additional Provisions
- Condominium Association Coverage
- Cyber Incident Exclusion Clause - Casualty
- Defense Costs and Claims Expenses Endorsement
- Employment Related Practices Liability Exclusion
- Notice of Attachment of the Defense Costs and Claims Expenses Endorsement
- Exclusion of Certified Acts of Terrorism
- Multi-Year Policy Endorsement
- Payment Schedule Agreement

Ⓚ

Attached to and forming part of Part Two-Declarations Page

Effective Date of this Page: 06/28/2021

Wherever a policy provision refers to the Declarations, such reference shall also apply to this Declaration Page.
DB INSURANCE CO., LTD.

CLT 43600/COV 57/AGT 216/UND 148 /REG

By:

A handwritten signature in black ink, appearing to read 'W. M. ...', written over a horizontal line.

Authorized Signature

Moylan's Insurance Underwriters Inc.
Hagatna Branch
General Agent

Policy No. **309811 - 976066 (KBO0001231-A04)**

Name Insured: **Villa Rosario Condominium Homeowners Association**

SCHEDULE OF PROPERTY

<u>Item</u>	<u>Covered Causes of Loss</u>	<u>Limit of Insurance</u>	<u>Rate</u>	<u>CoIns</u>	<u>Premium</u>
1. On a three storey building including air conditioning and carpets consisting of 33 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building A" located at Lot 11064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$3,446,421.00	0.455 %	100%	\$67,465.80
	Typhoon	\$3,446,421.00	Included	100%	Included
	Earthquake	\$3,446,421.00	Included	100%	Included
	Riots or Civil Commotion	\$3,446,421.00	Included	100%	Included
	Vandalism	\$3,446,421.00	Included	100%	Included
	Explosion, Smoke, Aircraft or Vehicle	\$3,446,421.00	Included	100%	Included
	Tidal Wave, Flood, Highwater and Overflow	\$3,446,421.00	Included	100%	Included
2. On a three storey building including air conditioning and carpets consisting of 45 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building B" located at Lot 10064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$4,504,176.00	Included	100%	Included
	Typhoon	\$4,504,176.00	Included	100%	Included
	Earthquake	\$4,504,176.00	Included	100%	Included
	Riots or Civil Commotion	\$4,504,176.00	Included	100%	Included
	Vandalism	\$4,504,176.00	Included	100%	Included
	Explosion, Smoke, Aircraft or Vehicle	\$4,504,176.00	Included	100%	Included
	Tidal Wave, Flood, Highwater and Overflow	\$4,504,176.00	Included	100%	Included
3. On a three storey building including air conditioning and carpets consisting of 33 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building C" located at Lot 10064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$3,456,592.00	Included	100%	Included
	Typhoon	\$3,456,592.00	Included	100%	Included
	Earthquake	\$3,456,592.00	Included	100%	Included
	Riots or Civil Commotion	\$3,456,592.00	Included	100%	Included
	Vandalism	\$3,456,592.00	Included	100%	Included
	Explosion, Smoke, Aircraft or Vehicle	\$3,456,592.00	Included	100%	Included
	Tidal Wave, Flood, Highwater and Overflow	\$3,456,592.00	Included	100%	Included
4. On a three storey building including air conditioning and carpets consisting of 30 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building D" located at Lot 10064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$3,110,545.00	Included	100%	Included
	Typhoon	\$3,110,545.00	Included	100%	Included
	Earthquake	\$3,110,545.00	Included	100%	Included
	Riots or Civil Commotion	\$3,110,545.00	Included	100%	Included
	Vandalism	\$3,110,545.00	Included	100%	Included

B

Policy No. **309811 - 976066 (KBO0001231-A04)**

Name Insured: **Villa Rosario Condominium Homeowners Association**

<u>Item</u>	<u>Covered Causes of Loss</u>	<u>Limit of Insurance</u>	<u>Rate</u>	<u>CoIns</u>	<u>Premium</u>
4. On a three storey building including air conditioning and carpets consisting of 30 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building D" located at Lot 10064-N-3 Macheche, Dededo, Guam.					
	Explosion, Smoke, Aircraft or Vehicle	\$3,110,545.00	Included	100%	Included
	Tidal Wave, Flood, Highwater and Overflow	\$3,110,545.00	Included	100%	Included
5. Common Area Property consisting of two storey building, occupied as office, security and laundry facility, including swimming pool , barbeque area, cabana, playground and others.					
Building	Fire & Lightning	\$297,070.00	Included	100%	Included
	Typhoon	\$297,070.00	Included	100%	Included
	Earthquake	\$297,070.00	Included	100%	Included
	Riots or Civil Commotion	\$297,070.00	Included	100%	Included
	Vandalism	\$297,070.00	Included	100%	Included
	Explosion, Smoke, Aircraft or Vehicle	\$297,070.00	Included	100%	Included
	Tidal Wave, Flood, Highwater and Overflow	\$297,070.00	Included	100%	Included
Total Annual Property Premium					\$67,465.80

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, exception as hereinafter set forth.

Effective Date of this endorsement : 06/28/2021

DB INSURANCE CO., LTD.

By: 
Authorized Signature
Moylan's Insurance Underwriters Inc.
Hagatna Branch
General Agent

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
A1	Shane Cook	None Stated
A2	David H. & Sally C. Jo	1st Bank of Hawaii , It's Successors and/or Assigns Mortgage Loan Servicing P.O. Box 3650, Honolulu, HI 96811-3650 ML#: 3191958 2nd Bank of Hawaii , Bankoh Loan Center - HECL Insurance P.O. Box 2715, Honolulu, HI 96803-2715 ML#: 80169200
A3	Paul Robeson Lykes	Bank of Hawaii, ISAOA Mortgage Loan Servicing, #362 P.O. Box 3201 Troy, MI 48007-3201
A4	Rao & Devi Medabalmi	Bank of Guam , Its Successors and Assigns, P.O. Box BW, Hagatna, Guam 96932
A5	Robert & Susan Holsti c/o Jose Realty	None Stated
A6	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A7	Ollan P. MC Elligott	First Hawaiian Bank , Its Successors and Assigns, P.O. Box 1959, Honolulu, HI 96811
A8	John A. & Maria Everette A. Dixon	Community First (Guam) Federal Credit Union , Its Successors & Assigns, 238 AFC Flores St. Ste.102, Hagatna, GU 96910
A9	Pei Li Cheng	None Stated
A10	Jose MC Torres	CitiMortgage, Inc. It's Successors &/or Assigns As Their Interest may Appear P.O. Box 7706, Springfield, OH 45501 ML# 1121246636
A11	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A12	Kristi N. M. O'Brien	None Stated
A13	Sang Kyun Chong & Young Ju Yoo	None Stated
A14	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A15	Paulo O. & Anacella S. Olarte	Bank of Hawaii , ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
A16	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A17	Dustin Quinn Atalig Alger	None Stated
A18	Charles E. O'Brien	None Stated
A19	Jane Amery Madeloso & Kevin B. Madeloso	ANZ GUAM, INC. , 424 W. O'Brien Drive Suite 112, Hagatna Guam 96910 ML#17932631
A20	Tyler Krasai & Rachel Ngrailild Mesubed	Pentagon Federal Credit Union, and/or The Secretary of Veterans Affairs, ISAOA, ATIMA , P.O. Box 2489, Sioux City, IA 51106 Loan# 2101193919
A21	Mike M. Flaherty	First Hawaiian Bank , Its Successors and Assigns, P.O. Box 1959, Honolulu, HI 96811
A22	Louis J. Paulino	Community First Guam Federal Credit Union Its Successors and/or Assigns P.O. Box 38 AFC Flores St., Suite 102 Hagatna, GU 96910

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
A22	Louis J. Paulino	Community First Guam Federal Credit Union Its Successors and/or Assigns P.O. Box 38 AFC Flores St., Suite 102 Hagatna, GU 96910
A23	Ronald Ramos & Gia Ramos	None Stated
A24	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A25	Eric M. & Eri K. Hocson	Community First Guam Federal Credit Union Its Successors and/or Assigns P.O. Box 38 AFC Flores St., Suite 102 Hagatna, GU 96910
A26	Richard J. Castro	Bank of Guam P.O. Box BW, Hagatna, Guam 96932
A27	Moises & Magdalena Querimit	None Stated
A28	Guo Qi Zheng	Community First (Guam) Federal Credit Union, Its Successors & Assigns, 238 AFC Flores St. Ste.102, Hagatna, GU 96910
A29	Antoni N. Portin	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
A30	Donald Gibson Clark II	Bank of Hawaii ISAO, Mortgage Loan Services Center #362 PO Box 3201, Troy MI 48007-3201 Loan Number: 3760103
A31	Huey Jyh & Fong Chu Ho Chen	None Stated
A32	Takako & Nojiri Hiroyoshi	First Hawaiian Bank, Its Successors and Assigns, P.O. Box 1959, Honolulu, HI 96811
B33	Tania Elysee & Erani Zuniga	Bank Pacific, Ltd. Its Successors &/or Assigns, 151 Aspinall Avenue, Hagatna, GU 96910
B34	Joel & Rosa Tribaudini	None Stated
B35	Christian-Nino Bais and Kristine Joy Bais	First Hawaiian Bank, Its Successors and Assigns, Mortgage Service Center, P.O. Box 1959, Honolulu, HI 96811 Loan No. 6614580
B36	Frank Guzman	Bank Pacific, Ltd. Its Successors &/or Assigns, 151 Aspinall Avenue, Hagatna, GU 96910
B37	Robert & Susan Holsti c/o Jose Realty	None Stated
B38	Alejandro/ Annie Gozum-Soto	None Stated
B39	Corazon & Wilfred Chua / Jason & Jeanette Chua	None Stated
B40	Wilfred & Julie Yamamoto	None Stated
B41	Jose Torres	None Stated
B42	Kent C. & Mae Hsieh	Central Loan Administration & Reporting It's Successors &/or Assigns As Their Interest may Appear Florence, SC 29502 ML#: 4768166078
B43	Anthony B. Pangelinan	Coast360 Federal Credit Union It's Successors and/or Assigns, 450 Route 8 Maite, Guam 96910
B44	Jagannathan & Susheela Nandagopalan	First Hawaiian Bank Its Successors and Assigns, P.O. Box 1959, Honolulu, HI 96811

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
B45	Tien Trinh & Karen Wong	Citimortgage, Inc. It's Successors &/or Assigns As Their Interest may Appear P.O. Box 7706, Springfield, OH 45501 ML# 1221246573
B46	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B47	Jerry A. & Nancy B. Aban	None Stated
B48	Octavio R. Laxamana	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
B49	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B50	Abner Acosta & Renee Acosta	Bank of Guam - Agana P.O. Box BW Hagatna, Guam 96932
B51	Jerrod & Vanessa Tamashiro Addtioinal Insured: The Revocable Trust of Vanessa F. Tamashiro dated 08/07/1998 and The Revocable Trust of Jerrod H. Tamashiro dated 08/07/1998	First Hawaiian Bank Its Successors and Assigns, Mortgage Service Center P.O. Box 1959, Honolulu, HI 96811 ML# 1850221
B52	Ikuo & Michiyo Kuniyoshi	ANZ Guam, Inc. It's Successors &/or Assigns, Ste. 112, Julale Center, 424 W. O'Brien Dr., Hagatna, Guam 96910
B53	Alvaro & Roberta Abaday	None Stated
B54	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B55	Wei Ting Chen	None Stated
B56	Chong Ku Lim a.k.a. Thomas & Wae Sook Lim	None Stated
B57	Shirley Ann & William Emil Wanket II	None Stated
B58	Genevieve Grape Ilaos	Bank of Guam, P.O. Box BW, Hagatna, Guam 96932
B59	Hermينو & Ella Queja	Bank of Guam, P.O. Box BW, Hagatna, Guam 96932
B60	Robert & Susan Holsti c/o Jose Realty	None Stated
B61	Heather J. Waltz	Bank of Guam, P.O. Box BW, Hagatna, Guam 96932
B62	Wilfred & Julie Yamamoto	None Stated
B63	Terry L. Cuabo & Maribel V. Cuabo	Bank of Hawaii, Its Successors and/or Assigns Mortgage Loan Servicing, #362 P.O. Box 3650, Honolulu, HI 96811-3650 ML# 3536351
B64	Zijan Han & Ai Fang Cao	First Hawaiian Bank Its Successors and/or Assigns Mortgage Service Center P.O. Box 1959 Honolulu, Hawaii 96805 ML#: 6348171
B65	Clyde Lemons, Jr.	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
B66	Arthur B. Clark	None Stated
B67	Roberto/ Robert G./ Gilda R. Prieto	Bank Pacific Its Successors &/or Assigns P.O. Box 2888, Hagatna, Guam 96932
B68	Jinky Aca & Raquel Brion	None Stated
B69	Shima Enterprise Inc. c/o REMAX	None Stated

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
B70	Shima Enterprise Inc. c/o REMAX	None Stated
B71	Maria Perpetua M. Gersaniba	1st - Coast360 Federal Credit Union - It's Successors & Asssigns, 450 Route 8, Maite, Guam 96910 2nd - Guam Housing Corp. P.O. Box 3457, Hagatna, Guam 96932
B72	Nickelson Somoco R.	Bank of Guam P.O. Box Hagatna, Guam 96932
B73	Being Yun Hsia Chen	None Stated
B74	Desiree M. Braga	None Stated
B75	Joshua Dean & Valerie C.V. Manibusan	Community First (Guam) Federal Credit Union It's Successor's and/or Assigns 238 AFC Flores Street, Suite 102, Hagatna, Guam 96910
B76	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B77	Jenny Lyn O. Pascual	Coast360 Federal Credit Union , Its Successors and/or Assigns 450 Route 8 Maite, Guam 96910
B78	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B79	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
C80	Phillip C. & Jan Lee K. Leon Guerrero	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
C81	Dennis G. & Asuncion S. Rodriguez	None Stated
C82	Kenneth & Ruth Elizabeth Dixon	None Stated
C83	Jason Y. & Josefina S. Fukuda	Coast360 Federal Credit Union - It's Successors & Asssigns, 450 Route 8, Maite, Guam 96910
C84	Leonimar & Armi Batoyon	None Stated
C85	Barbara & Peter Perez	None Stated
C86	Alice Taijeron	Coast360 Federal Credit Union - It's Successors & Asssigns, 450 Route 8, Maite, Guam 96910
C87	Frank Anderson	Pentagon Federal Credit Union, and/or The Secretary of Veterans Affairs, ISAOA, ATIMA, P.O. Box 2489, Sioux City, IA 51106 Loan# 2102292547
C88	Shima Enterprise Inc. c/o REMAX	None Stated
C89	Ferdinando & Noreen Permalino	None Stated
C90	Donielle Chittenden, Eli T. Comeau & Vincent Pereda c/o Horizon Properties	First Hawaiian Bank , Its Successors & Assigns, P.O. Box 1959, Honolulu, HI 96805 ML#1815729
C91	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
C92	Joaquin & Julie Salas	Coast360 Federal Credit Union - It's Successors & Asssigns, 450 Route 8, Maite, Guam 96910
C93	Cesar V. & Romagrecia S. Gomez	None Stated
C94	Hilario S. Angeles, Jr.	None Stated
C95	Roy & Beatrice Makio (Lynette)	None Stated
C96	Santiago Samson & Mila G. c/o Marjorie Del Carmen	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
C97	Chu Liang Hsieh	First Hawaiian Bank Its Successors &/or Assigns, Mortgage Service Center P.O. Box 1959, Honolulu, HI 96805 ML#: 6572903
C98	Javin G.N. & Natasha Doreen Palomo Cruz	Bank of Guam P.O.Box Hagatna, Guam 96932
C99	Rudy F. & Suzanne L. Perez	First Hawaiian Bank , Its Successors and Assigns, Mortgage Service Center, P.O. Box 1959, Honolulu, HI 96805 Loan#1591668
C100	Ryan Chester G. & Roger L. Arellano	Bank of Guam - Agana P.O. Box BW Hagatna, Guam 96932
C101	Muna, Annmarie T.	Bank of Guam - Agana P.O. Box BW Hagatna, Guam 96932
C102	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
C103	Livelyn N. Fernandez	First Hawaiian Bank Its Successors &/or Assigns P.O. Box 1959 Honolulu, HI 96805 ML#: 6363659
C104	Francisco F. Pastones Jr. or Ma. Rowena O.	ANZ Guam, Inc. It's Successors &/or Assigns, Ste. 112, Julale Center, 424 W. O'Brien Dr., Hagatna, Guam 96910
C105	James Allen & Iris Suzuki Stickley	First Hawaiian Bank , Its Successors & Assigns, P.O. Box 1959, Honolulu, HI 96805 Loan No. 1812387
C106	Eric B. & Melanie Marie Gambala	Coast360 Federal Credit Union It's Successors and/or Assigns 450 Route 8, Maite, Guam 96910
C107	Joel Ollet & Lilet Y. Manalo	Community First (Guam) Federal Credit Union , Its Successors & Assigns, 238 AFC Flores St. Ste.102, Hagatna, GU 96910
C108	Raymond & Aireen Yoshida	None Stated
C109	Jian Bo & Clariza M. Lu	Community First (Guam) Federal Credit Union , Its Successors & Assigns, 238 AFC Flores St. Ste.102, Hagatna, GU 96910
C110	Rudy & Suzanne Perez	Coast360 Federal Credit Union It's Successors and/or Assigns 450 Route 8, Maite, Guam 96910
C111	Kristin Ysmael Ramos	Bank Pacific, Ltd. 151 Aspinall Avenue, Hagatna, GU 96910
D112	Manny & Nelly Capacia	ANZ Guam, Inc. It's Successors &/or Assigns, Ste. 112, Julale Center, 424 W. O'Brien Dr., Hagatna, Guam 96910
D113	Paul & Emma Davis	First Hawaiian Bank , Its Successors &/or Assigns Mortgage Service Center P.O. Box 1959, Honolulu, HI 96805 ML#: 6268668
D114	Bethel A. Simon	Community First (Guam) Federal Credit Union It's Successor's and/or Assigns 238 Archbishop Flores Street Suite 102 Hagatna, Guam 96910 ML#201073-171
D115	Henry & Laura Lynn Dacanay	None Stated
D116	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

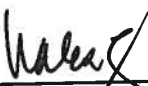
It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
D117	Ricky J. Guevara, Jr.	Community First (Guam) Federal Credit Union It's Successor's and/or Assigns 238 Archbishop Flores Street Suite 102 Hagatna, Guam 96910
D118	Robert & Susan Holsti c/o Jose Realty	None Stated
D119	Won Suk Lee & Haenghwa Lee	Coast360 Federal Credit Union It's Successors and/or Assigns 450 Route 8, Maite, Guam 96910
D120	Kayoko & Zachary C. Taimanglo	None Stated
D121	Dan N. & Su Ok Mata	None Stated
D122	Sue C. Kim	None Stated
D123	Ramel & Cecile Carlos	None Stated
D124	Ukrit & Azucena Siriprusanan	None Stated
D125	Jae Young Park	Bank of Guam - Agana P.O. Box BW Hagatna, Guam 96932
D126	Ron A. & Cynthia W. Nagamine c/o Horizon Properties	First Hawaiian Bank, Its Successors & Assigns, Mortgage Service Center, P.O. Box 1959, Honolulu, HI 96805 Loan#1807395
D127	Edgardo San Juan Hipolito	None Stated
D128	Earl N. Yamamoto	First Hawaiian Bank, Its Successors & Assigns, P.O. Box 1959, Honolulu, HI 96805
D129	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
D130	John & Lynn Sherman	ANZ Guam, Inc. It's Successors &/or Assigns, Ste. 112, Julale Center, 424 W. O'Brien Dr., Hagatna, Guam 96910
D131	Frank Guzman	Bank Pacific, Ltd. Its Successors &/or Assigns, 151 Aspinnall Avenue, Hagatna, GU 96910
D132	Angelie Odquier	Bank of Hawaii, ISAOA MLSD#362, P.O. Box 3650, Honolulu, HI 96811
D133	Naoto Nonaka	None Stated
D134	Jermaine Duvale Miller	Pentagon Federal Credit Union, and/or The Secretary of Veterans Affairs, ISAOA, ATIMA P.O.Box 2489, Sioux City, IA 51106 ML#1832275152
D135	Joseph Chua c/o Anthony Godwin	None Stated
D136	Wei Ting Chen	Antonio Martinez c/o Century 21 Realty Management Co., P.O. Box 7988, Tamuning, GU 96931
D137	Christopher S. And Kay Sye S. Dawson	First Hawaiian Bank, Its Successors and/or Assigns, Mortgage Service Center P.O. Box 1959, Honolulu, HI 96805
D138	Rosielyn B. Hager	None Stated
D139	Michael E. Eata	ANZ Guam, Inc. It's Successors &/or Assigns, Ste. 112, Julale Center, 424 W. O'Brien Dr., Hagatna, Guam 96910
D140	Angeles Portin	Bank of Hawaii, ISAOA MLSD#362, P.O. Box 3650, Honolulu, HI 96811
D141	Ronnie S. Lim	Coast360 Federal Credit Union, Its Successors and/or Assigns, 450 Route 8, Maite, GU 96910

Name Insured: Villa Rosario Condominium Homeowners Association

This Endorsement is effective as of June 28, 2021

Attached to and forming part of this Policy No. 309811 - 976066 (KBO0001231-A04) of DB Insurance Co., Ltd.

By: 

Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

**Communicable Disease Exclusion - LMA5394
(Property)**

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

DB INSURANCE CO., LTD.

Date Issued: 06/09/2021

By: _____


Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Cyber Loss Limited Exclusion Clause (Property Insurance) No. 1 ~ LMA5410

- 1 Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
 - 1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- 2 Subject to the other terms, conditions and exclusions contained in this insurance agreement, this insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

Definitions

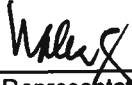
- 3 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- 4 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 5 Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

DB INSURANCE CO., LTD.

Date Issued: 06/09/2021

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Policy No. **309811 - 976066 (KBO0001231-A04)**

Named Insured: **Villa Rosario Condominium Homeowners Association**

DEDUCTIBLE ENDORSEMENT

For and in consideration of the Premium charged, it is hereby understood and agreed that this policy is subject to the following deductibles.

Fire & Lightning - \$250.00 per unit; per occurrence
Typhoon - \$1,000.00 per unit; per occurrence
Earthquake - \$1,000.00 per unit; per occurrence
All Other Perils Insured Against - \$250.00 per unit; per occurrence

COMMON FACILITIES

Fire & Lightning - \$1,000.00 per occurrence
Typhoon - \$10,000.00 per occurrence
Earthquake - \$10,000.00 per occurrence
All Other Perils Insured Against - \$1,000.00 per occurrence

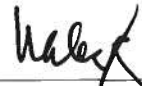
Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits and conditions of the policy, exception as hereinafter set forth.

Attached to and forming part of Policy No. 309811 - 976066 (KBO0001231-A04)

Effective Date of this Endorsement: 06/28/2021

DB INSURANCE CO., LTD.

By: _____



Authorized Signature
Moylan's Insurance Underwriters Inc.
General Agent

EXCLUSION OF MOLD, FUNGUS, WET ROT, DRY ROT AND BACTERIA

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of mold, fungus, wet rot, dry rot and bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

We will not pay for loss or damage caused directly or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 7 days and more.

"Mold" or "fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by molds or fungi.

DB INSURANCE CO., LTD.

Date Issued: 06/09/2021

By: _____



**Moylan's Insurance Underwriters Inc.
General Agent**

NOTICE OF ATTACHMENT OF THE DEFENSE COSTS AND CLAIMS EXPENSES ENDORSEMENT


The policy you are acquiring includes a Defense Costs and Claims Expenses Endorsement, which provides that the Limit of Insurance stated in the declaration page of this policy is inclusive of all costs and expenses incurred in defending you against any claim or suit seeking damages. Therefore, the Limit of Insurance available for damages shall be reduced by any amount paid or shall become payable as defense costs and claims expenses.

For example, if the Limit of Insurance stated in the declaration page is \$100,000, and the total amount paid for lawyers' fees and other related expenses is \$20,000, the remaining limit available for payment of damages will be \$80,000. If the final settlement amount agreed upon by the parties concerned or adjudged by the court is \$90,000, then you will have to bear the difference of \$10,000.

ACKNOWLEDGMENT BY INSURED

I/We hereby acknowledge having read the foregoing Notice and confirm full understanding thereof.

Date: 6/8/21

 _____

WITNESS:

 _____

Name of Insured: Villa Rosario Condominium Homeowners Association

Tidal Wave, Flood, Highwater & Overflow Endorsement

For and in consideration of the additional premium charged, coverage under this policy is extended to include the hazards of Tidal Wave, Flood, Highwater & Overflow.

For the purpose of this insurance "Tidal Wave, Flood, Highwater & Overflow" is defined as the rising of navigable water.

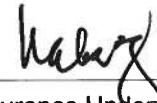
Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits, or conditions of the Policy, except as hereinabove set forth.

This endorsement is effective 06/28/2021

Attached to and forming part of Policy No. 309811 - 976066 (KBO0001231-A04)
of DB INSURANCE CO., LTD.

Date Issued: 06/09/2021

By: _____



Moylan's Insurance Underwriters, Inc.
General Agent

GENERAL LIABILITY HAZARDS ENDORSEMENT


NAMED INSURED Villa Rosario Condominium Homeowners Association

For attachment to Policy No. 309811 - 976066 (KBO0001231-A04)

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARD	CODE NO.	PREMIUM BASES	RATES		ADVANCE	PREMIUM
			Bodily Injury	Property Damage	Bodily Injury	Property Damage
Premises Operations Condominium Complex located at Lot 10064-N-3, Macheche, Dededo, GU. (Associations Risk Only) Swimming Pool Vacant Land adjacent to the Building described	60010	(a) Area (sq. ft) (b) Remuneration (c) Sales (d) Unit 141 (e) Pool	a)Per 1000 sq ft b)Per \$1000 c)Per \$1000 d)Per No. of Unit Included Included	a)Per 1000 sq ft b)Per \$1000 c)Per \$1000 d)Per No. of Unit Included Included	\$1,000.00 Included Included	Included Included Included
Escalators (Number at Premises) Not Covered		Number Insured	Per Landing			
Independent Contractors Not Covered		Cost	Per \$100 of Cost			
Completed Operations Not Covered		Receipts	(a) Per \$1000 of Receipts			
Products Not Covered		Receipts	(b) Per 1000 of Sales			
Total Advance B.I. and P.D. Premiums					\$1,000.00	Included
Total Advance Premium						\$1,000.00
Location of all premises owned by, rented to or controlled by the Named Insured: (Enter "same" if same as Item 1 of Declarations) Lot 10064-N-3 Macheche, Dededo						
Interest of Named Insured in insured premises:			OWNER			
Part Occupied by the Named Insured Lot No. 10064-N-3, Macheche, Dededo, Guam						

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

MOYLAN'S INSURANCE UNDERWRITERS INC.
General Agent

By: _____ 

Communicable Disease Exclusion Clause - LMA5399 - Casualty

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

DB INSURANCE CO., LTD.

Date Issued: 06/09/2021

By: _____



Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ADDITIONAL PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

A. Paragraph A.1.a BUILDING in the Businessowners Property Coverage Form is replaced by the following:

- a. Building, meaning the building or structure described in the Declarations, including:
 - (1) Completed additions;
 - (2) Permanently installed:
 - (a) Fixtures;
 - (b) Machinery; and
 - (c) Equipment;
 - (3) Outdoor fixtures;
 - (4) Personal property owned by you that is used to maintain or service the building or structure;
 - (5) If not covered by other insurance, materials, equipment and supplies, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
 - (6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:
 - (a) Fixtures, improvements and alterations that are a part of the building or structure; and
 - (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or house-keeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in paragraph A.1.a.(6) above.

B. Paragraph A.1.b BUSINESS PERSONAL PROPERTY in the Businessowners Property Coverage Form is replaced by the following:

b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, owned:

- (1) By you; or
- (2) Indivisibly by all unit-owners.

This includes your interest in the labor, materials or services furnished or arranged by you on personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes similar property of others that is in your care, custody or control; but this property is not covered for more than the amount for which you are legally liable, plus the cost of labor, materials or services furnished or arranged by you on personal property of others.

C. The following is added to the LOSS PAYMENT Condition in the Businessowners Property Coverage Form:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

D. The following is added to the PROPERTY LOSS CONDITIONS:

10. Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

E. Paragraph b. of the MORTGAGE HOLDERS Condition in the Businessowners Property Coverage Form is replaced by the following:

- b.(1) If the condominium is terminated, we will pay for the covered loss of, or damage to, buildings or structures to each mortgage holder shown on the Declarations in their order of precedence, as interest may appear.
- (2) In all other respects, we will pay for loss to buildings or structures to you or the designated insurance trustee in accordance with the LOSS PAYMENT Loss Condition contained in this Coverage Form.

F. Paragraphs f. and g. of the MORTGAGE HOLDERS Condition in the Businessowners Property Coverage Form are replaced by the following:

- f. If we cancel this policy, we will give written notice to the mortgage holder at least 30 days before the effective date of cancellation.
- g. If we do not renew this policy, we will give written notice to the mortgage holder at least 30 days before the expiration date of this policy.

G. The following is added to Paragraph C- WHO IS AN INSURED of the Businessowners Liability Coverage Form:

4. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:
 - a. The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
 - b. The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

5. Each other unit-owner of the described condominium, but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner or out of that person's membership in the association.

H. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

I. The following are added to the Common Policy Conditions:

1. We may elect not to renew this policy by mailing or delivering notice of non-renewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 30 days before the expiration date of this policy.
2. No act or omission by any unit-owner will void the policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the association.

J. The following is added to the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Common Policy Condition:

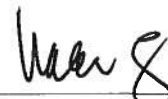
We waive our rights to recover payment against:

- a. Any unit-owner, including the developer, and members of his or her household;
- b. The Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover damages from the developer for which he or she may be held liable in his or her capacity as a developer.

MOYLAN'S INSURANCE UNDERWRITERS INC.
General Agent

By: _____



BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

A. Paragraph A.1.a. BUILDING in the Businessowners Property Coverage Form is replaced by the following:

- a. Building, meaning the building or structure described in the Declarations, including:
 - (1) Completed additions;
 - (2) Permanently installed fixtures, machinery and equipment;
 - (3) Outdoor fixtures;
 - (4) Personal property owned by you that is used to maintain or service the building or structure;
 - (5) If not covered by other insurance, materials, equipment and supplies, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
 - (6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement Requires you to insure it:
 - (a) Fixtures, improvements and alterations that are a part of the building or structure; and
 - (b) Appliances, such as those used or refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in paragraph A.1.a. (6) above.

B. Paragraph A.1.b BUSINESS PERSONAL PROPERTY in the Businessowners Property Coverage Form is replaced by the following:

- b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, owned:
 - (1) By you; or
 - (2) Indivisibly by all unit-owners.

This includes your interest in the labor, materials or services furnished or arranged by you on personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes similar property of others that is in your care, custody or control; but this property is not covered for more than the amount for which you are legally liable, plus the cost of labor, materials or services furnished or arranged by you on personal property of others.

C. The following is added to the LOSS PAYMENT Condition in the Businessowners Property Coverage Form:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

D. The following is added to the PROPERTY LOSS CONDITIONS:

10. Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

E. The following is added to Paragraph C- WHO IS AN INSURED of the Businessowners Liability Coverage Form:

4. Each individual unit-owner of the insured condominium, but only for liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit-owner's exclusive use or occupancy.

F. The following is added to the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Common Policy Condition:

3. Waiver of Rights of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

By



Moylan's Insurance Underwriters Inc.
General Agent

Cyber Incident Exclusion Clause - Casualty

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any Cyber Loss.
2. If the Insurer alleges that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this insurance agreement, the burden of proving the contrary shall be upon the Insured.

Definitions

3. Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defense cost, expense or any other amount incurred by or accruing to the Insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
4. Cyber Incident means:
 - 4.1.1 an unauthorized or malicious act or series of related unauthorized or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 4.1.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 4.1.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
5. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.


All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

DB INSURANCE CO., LTD.

Date Issued: 06/09/2021

By: _____


Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

DEFENSE COSTS AND CLAIMS EXPENSES ENDORSEMENT

NOTWITHSTANDING ANY PROVISIONS OF THE POLICY TO THE CONTRARY, IT IS HEREBY UNDERSTOOD AND AGREED that in addition to damages to which this insurance applies, the Company will indemnify the Insured for those sums which the Insured shall pay as claims expenses and defense costs with respect to any claim or suit seeking such damages. The Limit of Insurance stated in the Declaration Page is inclusive of claims expenses and defense costs, and therefore, the Limit of Insurance available for damages shall be reduced by any amount that the Company pays to indemnify for claims expenses and defense costs or that the Company incurs on behalf of the Insured as claims expenses or defense costs.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

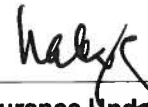
This endorsement is effective as of inception of the policy of which this form is made a part.

Attached to and forming part of Policy No. **309811 - 976066 (KBO0001231-A04)**
issued to **Villa Rosario Condominium Homeowners Association**
effective **06/28/2021**

DB INSURANCE CO., LTD.

Date Issued **06/09/2021**

By: _____



Moylan's Insurance Underwriters Inc.
General Agent

Named Insured: Villa Rosario Condominium Homeowners Association

EMPLOYMENT RELATED PRACTICES LIABILITY EXCLUSION

It is hereby declared and agreed that the insurance afforded under this policy shall not include any claim that may be made against the insured alleging wrongful termination, discrimination, sexual harassment or any similar employment related practices or acts.


Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

This endorsement is effective 06/28/2021

Attached to and forming part of Policy No. 309811 – 976066 (KBO0001231-A04)

DB INSURANCE CO., LTD.

Date Issued: 06/09/2021

By: 

Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This insurance does not apply to TERRORISM, including injury or damage arising, directly or indirectly, out of a "certified act of terrorism".

"Certified act of terrorism" means an act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism and Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" includes the following:

- 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 on behalf of any foreign person or foreign interest, 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 endorsement fulfills the requirements of the U.S. Terrorism Risk Insurance Act of 2002.

Effective 06/28/2021

All other terms and conditions remain unaltered.

Attached to and forming part of Policy No. 309811 - 976066 (KBO0001231-A04)

issued to Villa Rosario Condominium Homeowners Association

effective 06/28/2021

DB INSURANCE CO., LTD.

Date: 06/09/2021

By: 

Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

DB INSURANCE CO., LTD.

Named Insured: Villa Rosario Condominium Homeowners Association

Policy No. 309811 - 976066 (KBO0001231-A04)

MULTI-YEAR POLICY ENDORSEMENT

In consideration of the 10% Term Discount given the Insured for the three (3) years term of this policy, it is hereby understood and agreed that:

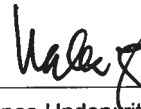
- (A) In the event the insured elects to have policy cancelled before the expiry of the 3-year term, the insured shall refund to the company the equivalent of the 10% discount on the premium earned; such earned premium to be computed short rate on the gross annual premium, when cancellation is effected other than on the annual anniversary date of the policy.

- (B) In the event the company cancels the policy before the expiry of the 3-year term, the insured shall not be obligated to refund any part of the 10% term discount. Any earned premium shall be computed on pro rata basis.

All other policy terms and conditions remain unaltered.

Effective Date: **06/28/2021**

By:



Moylan's Insurance Underwriters Inc.
General Agent

Payment Schedule Agreement

Insured's Name: Villa Rosario Condominium Homeowners Association

Installment No.	Amount Due	Due Date Period 06/28/2021 – 06/28/2022	Due Date Period 06/28/2022 – 06/28/2023	Due Date Period 06/28/2023– 06/28/2024
Beginning Balance	\$68,485.80			
1	\$68,485.80	June 28, 2021	June 28, 2022	June 28, 2023

By acknowledging this Payment Schedule Agreement ("Agreement"), the Insured understands and agrees that failure to make payments according to the Agreement shall cause the entire unpaid balance to become due.

In the event it becomes necessary to retain the services of an attorney in our collection efforts, the Insured agrees to pay any and all attorney's fees equivalent to 15% of the unpaid balance.

Any unpaid balance shall be assessed interest at the rate of 12% per annum.

The Insured further understands and agrees that if a Total Loss claim is filed against the policy, the premium balance will be deducted from the loss proceeds. For Partial Losses, the payment schedule will remain the same. Where the payment schedule has not been followed and a claim has been filed, the Insured agrees that premium payments must be paid in FULL prior to settlement.


Nothing contained in this Agreement shall be construed to vary, alter, waive or change any of the terms, limits or conditions of the policy except as set forth herein.

This Agreement is effective June 28, 2021

This Agreement shall be attached to and shall form part of Policy No. 309811 – 976066 (KBO0001231-A04) issued by DB Insurance Co., Ltd.

DB Insurance Co., Ltd.
By: Moylan's Insurance Underwriters, Inc.
General Agent

Insured:
Villa Rosario Condominium Homeowners
Association



Authorized Signature
Date: 06/28/2021

Signature of Insured
Date: 06/28/2021