



FARMERS

E9122
2nd Edition
**DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
(CONDOMINIUMS AND COOPERATIVES)**
**THIS FORM PROVIDES CLAIMS MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**
Policy Number: 60275-69-86Effective Date: 02/22/06**Schedule**

Limits Of Insurance	\$	2,000,000	Each "Claim"
	\$	2,000,000	Annual Aggregate
Retention	\$	500	Each "Claim"

Retroactive Date: 02/2001

(Enter Date or None if no Retroactive Date applies)

This insurance does not apply to "loss" from "wrongful acts" which took place before the Retroactive Date, if any, shown above.

Various provisions in this Coverage Form restrict coverage. Read the entire coverage form carefully to determine, rights, duties and what is and is not covered.

Throughout this coverage form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as an Insured under this coverage form. The words "we", "us" and "our" refer to the Company providing this insurance.

The word insured means any person or organization qualifying as such under **C. WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **G. DEFINITIONS**.

A. COVERAGES (INCLUDES RESTRICTIONS OR ABRIDGMENTS)
1. INSURING AGREEMENT (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

- a. We will pay those sums which you become legally obligated to pay as damages because of a "Claim" for any "wrongful acts" committed by any insured, or any other person for whose acts you are legally liable. The "wrongful acts" of an insured natural person must be committed in their conduct of management responsibilities for the organization. We will have the right and duty to defend you against any "suit" seeking those damages. However, we will have no duty to defend you against any "suit" seeking damages for "wrongful acts" to which this insurance does not apply. We may at our discretion, investigate any report of a "wrongful act" and settle any "Claim" that may result.

However:

- (1) The amount we will pay for "loss" is limited as described in **Limits of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of "loss".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under

2. SUPPLEMENTARY PAYMENTS.

- b. This insurance applies to any "Claim" for a "wrongful act" only if:

- (1) The "wrongful act" is committed in the "coverage territory";

- (2) The "wrongful act" did not occur before the Retroactive Date, if any, shown above or after the end of the "policy period";

- (3) You had no knowledge of, and could not have reasonably foreseen any circumstances which might result in a "Claim" at the inception of this Coverage Form; and

- (4) The "Claim" is first made against any insured, in accordance with paragraph c. below, during the "policy period" or any Extended Reporting Periods.

- c. A "Claim" by a person or organization seeking damages will be deemed to have been made when notice of such "Claim" is received and recorded by any insured or by us, whichever comes first.

All "Claims" arising out of the same or related "wrongful acts" will be deemed to be one "Claim" and shall be deemed to have been made at the time the first of those "Claims" is made against any insured.

2. SUPPLEMENTARY PAYMENTS

We will pay, with respect to any covered "Claim" we investigate, defend or settle:

- a. All expenses we incur.
- b. The cost of bonds to appeal a judgment or award in any "suit" we defend or the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "Claim", including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit".
- e. Prejudgment and post judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment or post judgment interest based on that period of time after the offer.

These payments will not reduce the limit of insurance.