Rockford Mutual Insurance Company P O Box 5626 Rockford, IL 61125

#### PREPARED FOR:

COTTAGE ACRES HOMEOWNERS ASSOCIATION 700 W 23RD ST STERLING, IL 61081-9003

### REPRESENTED BY

#### YOUR INDEPENDENT AGENT:

Eckburg Insurance Group, Inc.

Agent/Producer Code: 0016771000000017





#### 527 COLMAN CENTER DRIVE • P.O. BOX 5626 • ROCKFORD, ILLINOIS 61125

Cottage Acres Homeowners Association 700 W 23rd St Sterling, IL 61081-9003

Re: UC000078347-003

Dear Valued Policyholder:

As we offer you this policy renewal, I want to express our sincere appreciation to you as a valued policyholder of Rockford Mutual. As you know, Rockford Mutual is a regional carrier that takes pride in providing excellent service to our policyholders since 1896.

You are very important to us and we want to retain you as a customer of Rockford Mutual. We will do everything possible to continue to earn your business. As a convenience, you can pay your renewal premium in full using your Discover, MasterCard or VISA at no additional cost. There are also various installment payment plans available.

Should you have any questions about your policy, please feel free to contact your agent or our underwriting department at our toll-free number 800-747-2957. You may also learn more about other products and coverages that we have to offer by visiting us at www.ROCKFORDMUTUAL.com. We appreciate your business.

Sincerely,

Kent Shantz

President & CEO

Kent B. Shantz



527 COLMAN CENTER DRIVE • P.O. BOX 5626 • ROCKFORD, ILLINOIS 61125

## PROXY DESIGNATION - ANNUAL MEETING NOTICE

The Annual Meeting of Rockford Mutual Insurance Company policyholders is held annually at the home office in Rockford, Illinois every fourth Thursday of April at 10:00 a.m. Should you not be able to attend the annual meeting, your proxy will allow the designated persons to vote on your behalf.

Each of the persons designated in the proxy is an executive of the company or board member of the company and has been associated with the company for several years.

This proxy designation is being mailed with your renewal policy to reduce the cost of a separate mailing. Whether or not you plan to attend the annual meeting, signing and dating the proxy designation and returning it to Rockford Mutual Insurance Company would be greatly appreciated. Thank you.

Rockford Mutual Insurance Company 527 Colman Center Dr., Rockford, IL 61108

#### PROXY DESIGNATION

I designate the Chairman of the Board, Vice Chairman, Secretary and each of them, my attorneys and proxies, with power of substitution and revocation to each, to vote as my proxy at all meetings of the Company, and at any and all adjournments thereof. The Powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is so present, then that one shall have full power to act.

Policyholder Signature	Policyholder Signature	Date	

**Cottage Acres Homeowners Association** 

UC000078347-003



COMMERCIAL UMBRELLA RENEWAL DECLARATION

EFFECTIVE: 01/21/2024 POLICY NUMBER: UC000078347-003

POLICY PERIOD: 01/21/2024 to 01/21/2025 12:01 A.M. Standard Time at the address of the Named Insured stated below.

#### NAMED INSURED AND ADDRESS

Cottage Acres Homeowners Association 700 W 23rd St Sterling, IL 61081-9003

Direct Bill 4 Pay - Insured

#### PRODUCER NAME AND ADDRESS

Eckburg Insurance Group, Inc. - 0016771000000017 4455 N Mulford Rd Loves Park, IL 61111-6957 (815) 877-4100

THIS POLICY IS CONTINUOUS UNTIL CANCELLED OR LAPSED.

#### **COVERAGE SUMMARY**

This Policy Consists of the Following Coverage Parts/Policies for Which a Premium is Indicated.

This Premium May Be Subject to Adjustment.

COVERAGE PART/POLICY ATTACHED	PREMIUM
COMMERCIAL UMBRELLA COVERAGE	\$500.00
TOTAL ADVANCE PREMIUM	\$500.00
	=========

#### **POLICY FORMS AND ENDORSEMENTS**

#### Common Forms That Apply To All Coverage Part

NUMBER	EDITION	DESCRIPTION	PREMIUM
98-098	01-01	Exclusion - Sexual Abuse or Sexual Molestation - Illinois	Included
98-190	01-01	Lead/Lead Contamination Exclusion	Included
98-250	01-01	Asbestos Exclusion	Included
99-020	12-99	Notice to Policyholders (Company/Dept of Ins Numbers)	Included
99-7072	01-16	Consumer Privacy Policy	Included
CU0001	04-13	Commercial Liability Umbrella Coverage Form	Included
CU0113	09-00	Illinois Changes - Condominiums	Included
CU0200	12-07	Illinois Changes - Cancellation and Nonrenewal	Included
CU2118	09-00	Exclusion - Year 2000 Computer-Related and Other Electronic Problems	Included
CU2123	02-02	Nuclear Energy Liability Exclusion Endorsement	Included
CU2124	06-15	Exclusion - Non-Owned Aircraft	Included
CU2125	12-01	Total Pollution Exclusion Endorsement	Included
CU2127	12-04	Fungi or Bacteria Exclusion	Included



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NUMBER	<b>EDITION</b>	DESCRIPTION	PREMIUM
CU2151	12-05	Total Pollution Exclusion With A Hostile Fire Exception Endorsement	Included
CU2130	01-15	Cap On Losses From Certified Acts Of Terrorism	Included
CU2150	03-05	Silica or Silica-Related Dust Exclusion	Included
CU3424	12-19	Cannabis Exclusion with Hemp and Lessors Risk Exceptions	Included
CU2186	05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information and	Included
		Data-related Liability -With Limited Bodily Injury Exception	
CU2413	04-13	Amendment of Personal and Advertising Injury Definition	Included
CUND03	08-22	Policyholder Notice	Included
CUP021	05-23	Policyholder Notice PFAS Exclusion	Included
CU3454	05-23	Exclusion - PFAS	Included
MLRM28	04-23	Exclusion - Biometric Identifiers	Included
MLND29	04-23	Notice to PolicyHolders Biometric Identifiers	Included
CU2430	04-13	Amendment of Insured Contract Definition	Included
IL0017	11-98	Common Policy Conditions	Included
IL0147	09-11	Illinois Changes - Civil Union	Included
IL0162	10-13	Illinois Changes - Defense Costs	Included
IL0985	12-20	Disclosure Pursuant to Terrorism Risk Insurance Act	Included
		Terrorism Premium (Certified Acts): \$20	
		Coverage Part: Commercial Umbrella	
		Federal Share of Losses: 80%	
MLRM18	10-20	Communicable Disease Exclusion - Illinois	Included

#### SCHEDULE OF UNDERLYING INSURANCE

COMPANY	POLICY #	TYPE	LIABILITY LIMIT
Rockford Mutual Insurance Company	CP000095616	Commercial General Liability	\$1,000,000/\$2,000,000

in return for the payment of premium, and subject to all the terms of the coverage parts/policies attached, we agree with you to provide the insurance described therein.



COMMERCIAL UMBRELLA RENEWAL DECLARATION

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#### **COVERAGES**

COVERAGE

LIMIT

\$1,000,000

RETAINED LIMIT

\$10,000

\$1,000,000

\$1,000,000

INCLUDED

\$500.00

### POLICYHOLDER NOTICE

#### **EXCLUSION FOR VIOLATION OF RIGHT OF PRIVACY**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.** 

This Notice provides information concerning the following new endorsement which applies to your renewal policy being issued by us:

**CU24130413, Amendment of Personal and Advertising Injury Definition.** This endorsement changes the definition of Personal Injury and Advertising Injury such that it broadly excludes claims or lawsuits arising out of the actual or alleged violation of someone's privacy.

# ADVISORY NOTICE TO POLICYHOLDERS

# EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.** 

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement for use with the Commercial Liability Umbrella Coverage Part, which applies to your renewal policy being issued by us.

#### CU 34 54 - Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)

When this endorsement is attached to your policy, it generally excludes coverage for bodily injury, property damage and personal and advertising injury related exposures associated with perfluoroalkyl or polyfluoroalkyl substances (PFAS), including any loss, cost or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities, of PFAS by any insured or by any other person or entity.

To the extent that current policy exclusions do not apply to liability arising out of PFAS, this endorsement represents a reduction of coverage.

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

# EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

#### 2. Exclusions

This insurance does not apply to:

# Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2.
 Exclusions of Section I – Coverage B –
 Personal And Advertising Injury Liability:

#### 2. Exclusions

This insurance does not apply to:

# Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

- **C.** The following definition is added to the **Definitions** Section:
  - "Perfluoroalkyl or polyfluoroalkyl substances" means any:
  - Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
    - Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
- b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts:
- c. Perfluoropolyethers (PFPE);
- d. Fluorotelomer-based substances; or
- e. Side-chain fluorinated polymers; or
- 2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph C.1.

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

# **EXCLUSION - BIOMETRIC IDENTIFIERS**

This endorsement modifies insurance provided under your policy.

The following exclusion is added:

This insurance does not apply to:

- A. "Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:
  - 1. Any actual or alleged act or omission by any insured, or any other person, that violates or is alleged to violate a "biometric identifiers" related requirement under any federal, state, local or foreign statute, ordinance or regulation; or
  - 2. Any other allegation against any insured, including but not limited to, any common or civil law allegations, involving "biometric identifiers".
- B. Paragraph A. above applies:
  - 1. To acts, omissions, or allegations including, but not limited to, those involving the access to or collection, capture, purchase, receipt through trade, safeguarding, handling, storage, retention, disclosure, printing, publication, redisclosure, dissemination, destruction, disposal, transmittal,
  - - a) The claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involves an act, omission or allegation described in paragraph A. above; or
    - b) Damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out an act, omission or allegation described in paragraph A. above.
- **C.** The following definition is added:

"Biometric Identifiers"

- 1. Means an individual's physiological, biological, or behavioral characteristics, including an individual's deoxyribonucleic acid (DNA), that can be used, singly or in combination with each other or with other identifying data, to establish individual identity.
- 2. Paragraph 1. above includes, but is not limited to:
  - a) A retina or iris scan, fingerprint, voiceprint, or scan or image of the hand, palm, vein patterns or face geometry, voice recordings, keystroke patterns or rhythms, gait patterns or rhythms, sleep, health or exercise characteristics;
  - b) Any biometric identifiers set forth in any federal, state, local or foreign statute, ordinance or regulation including, but not limited to, the following and amendments thereto:
    - i. The Illinois Biometric Information Privacy Act (740 ILCS 14/);
    - ii. The New York Cybersecurity Regulation (23 NYCRR Part 500);
    - iii. The California Consumer Privacy Act of 2018;
    - iv. The California Privacy Rights Act of 2020;
    - v. The European Union General Data Protection Regulation (Regulation (EU) 2016/679 GDPR); or
    - vi. Any other federal, state, local or foreign law, statute, ordinance or regulation, addressing, in any manner or degree whatsoever, biometric Identifiers.

- c) Any biometric identifiers addressed in any common or civil law of any federal, state, local or foreign jurisdiction; and
- **d)** Any biometric information or data whatsoever, regardless of how it is captured, converted, stored, or shared, which is based, in whole or in part, on any individuals' biometric identifiers as described in paragraph 1 and 2. a. through 2. c. above.

# NOTICE TO POLICYHOLDERS BIOMETRIC IDENTIFIERS

This notice provides information regarding your policy. It is not a part of your insurance contract and no coverage is provided by this notice. **READ YOUR POLICY CAREFULLY** to determine the actual terms and conditions of your policy and its endorsements.

With this renewal, **ML RM28 04 23 – Exclusion – Biometric Identifiers** is being added to your policy. This endorsement add exclusionary language for losses arising out violations or allegations of violations of federal, state, local or foreign statute, ordinance or regulation related to biometric identifiers. Coverage for any other allegations involving biometric identifiers against any insured is also excluded.

In addition, a definition of biometric identifiers has been added.

Should you have any questions regarding your policy, please contact your agent.

ML ND29 04 23 Page 1 of 1

### NOTICE TO POLICYHOLDERS

We are here to serve you. As a valued policyholder, your satisfaction is very important to us. If you have questions about your policy or have any concerns regarding a claim, do not hesitate to contact us or your agent. You may contact us at the following:

Rockford Mutual Insurance Company 527 Colman Center Drive P.O. Box 5626 Rockford, IL 61125

Phone: 800-747-2957

If you contact us or your agent with concerns regarding a claim and feel you are not being treated fairly, you may contact the state department or agency in the state where you reside to register a complaint. You can register a complaint at the following:

#### Illinois Indiana

Public Service Division

Department of Insurance
320 W. Washington Street
Springfield, IL 62767

Consumer Services Division
Indiana Department of Insurance
311 W. Washington Street, Suite 300
Indianapolis, IN 46204-2787

Phone: 217-782-4515 Phone: 317-232-2396 or 800-622-4461

#### Wisconsin

Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873

Phone: 800-236-8517 outside of Madison

266-0103 in Madison

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#### PRIVACY NOTICE

#### YOUR PRIVACY

You have entrusted us with some personal information, and we are concerned about your privacy and security. In order to provide you with the highest quality insurance products at an affordable cost, we collect, maintain, and, in some instances, disclose information about you. As our customer, we want you to understand how we gather information and how we protect it.

#### **COLLECTION OF INFORMATION**

We get most information about you from your insurance application. We also obtain additional information about you from outside sources, including consumer reporting agencies, at our expense. Examples of information we may obtain include the following:

- A credit-based insurance score based on information contained in your credit report (We will use a third party in connection with the development of your insurance score.);
- A record of your prior insurance loss history;
- A record of your driving history from your state motor vehicle department if you are applying for automobile insurance; and
- A report on the condition of your homes or buildings if you are applying for property insurance.

This information is used by us to determine whether or not a policy can be issued and to determine the premium that you will pay. The decisions to issue a policy and determine the premium are not made by any consumer reporting agencies.

#### WHAT WE DO WITH INFORMATION ABOUT YOU

Information about you will be kept in our policy records. We will refer to and use that information to issue and service insurance policies and to settle claims.

We only disclose information about you as permitted by law in conjunction with our normal business operations. Examples of the types of persons or organizations we may share this information with include:

- Your agent;
- An adjuster, investigator, or attorney in the processing of an insurance claim;
- A court or government agency in connection with a legal proceeding;
- A consumer reporting agency in connection with an application, policy, or claim;
- A government agency which conducts an examination of our procedures; and
- An affiliated company.

Because we respect your privacy, we do not sell, trade, or otherwise disclose information about you to third parties for marketing purposes. We may, however, provide information about you to companies that perform marketing services on our behalf to assist us in providing our products and services to you.

#### **SECURITY OF INFORMATION ABOUT YOU**

While your personal information is under our control, access is limited to those employees who have a legitimate business need for such information. We maintain physical, procedural, and electronic safeguards to protect the privacy and confidentiality of your personal information.

#### REVIEWING INFORMATION ACQUIRED ABOUT YOU

You have the right to review information about you that we have gathered and request a correction of information you believe is inaccurate. Please contact us or your agent if you have any questions about the information we have acquired about you.

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#### **COMPLAINTS OR CONCERNS**

We are here to serve you. As a valued policyholder, your satisfaction is very important to us. If you have questions about your policy or have any concerns regarding a claim, do not hesitate to contact us or your agent.

If you contact us or your agent with concerns and feel you are not being treated fairly, you may register a complaint at the following:

#### In ILLINOIS:

- Mail: Illinois Division of Insurance, 320 West Washington Street, Springfield, IL 62767
- Web Site: www.ins.state.il.us
- E-Mail: consumer complaints@ins.state.il.us
- **Telephone:** (866) 445-5364 (Consumer Assistance Hotline)
- **Fax:** (217) 558-2083

#### In WISCONSIN:

- Mail: Office of the Commissioner of Insurance, Information and Complaints Section, P.O. Box 7873, Madison, WI 53707-7873
- Web Site: <a href="http://oci.wi.gov">http://oci.wi.gov</a>
- E-Mail: complaints@oic.state.wi.us
- **Telephone:** (800) 236-8517
- **Fax:** (608) 264-8115

#### In INDIANA:

- Mail: State of Indiana Department of Insurance, Consumer Services Division, 311 West Washington Street, Suite 300, Indianapolis, IN 46204
- Web Site: www.in.gov/idoi
- **Telephone**: (800) 622-4461 or (317) 232-2395

#### QUESTIONS

If you have any questions about your policy, regarding a claim, or concerning the privacy and security of your personal information, you may contact us at the following:

- Mail: Rockford Mutual Insurance Company, P.O. Box 5626, Rockford, Illinois 61125-0626
- Web Site: <u>www.rockfordmutual.com</u>
- **Telephone:** (815) 229-1500 or (800) 747-2957

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