

**Tenant Discrimination Reimbursement Insurance Policy**  
**Summary of Changes**  
**(from Lloyd's version P1818TDLX-0818 to HCC version TDI 1000)**

This summary of changes shall not represent a comprehensive explanation of any particular policy provision or coverage component. No coverage is provided by this summary, nor shall it be construed to amend, delete, replace or otherwise alter any policy provisions. Please refer to the policy and review it with your insurance broker or advisor.

**CHANGES TO INSURING AGREEMENT**

The Insuring Agreement has been updated as follows:

- **Revised notice requirements:** replaced the requirement to report a claim “no later than 60 days after a claim is first instituted against the Insured” with a requirement to report the claim “during the policy period, within 60 days after the end of the policy period, or during the Optional Extended Reporting Period, if applicable”.
- **Knowledge Date:** Declarations Page and policy form now refer to a Knowledge Date for the purpose of applying the prior knowledge condition (see below for more details).
- **Inserted existing conditions:** now includes the following conditions which were previously located in Section II. Conditions:
  - a claim must first be made during the Policy Period or Optional Extended Reporting Period, if applicable;
  - a claim must arise out of or relate to a Covered Property;
  - must have no knowledge of any circumstances, disputes, situations or incidents resulting in a claim prior to the Knowledge Date; this condition now applies only to the knowledge of a Named Insured’s partners, principals, officers, directors, members or risk managers, rather than “any Insured”;
  - the events giving rise to the claim must occur on or after the retroactive date;
  - the Company has no obligation to defend any claim, and a reasonable and good faith defense by the Insured is a condition precedent to reimbursement.

**CHANGES TO CONDITIONS**

- Conditions 1, 2, 6, 7, and 9 have been moved to the Insuring Agreement in the new policy form, as described above;
- Condition 3 (regarding counter-claims and cross-complaints) is now located in Section VI. **Conditions, (C) Counter-Claims and Cross-Complaints**, of the new policy form;
- Condition 4 (regarding related claims) is now located in Section IV. **Limit of Liability/Deductible, (D) Multiple Claims**, of the new policy form;
- Conditions 5 and 8 have not been added to the new policy form;
- Conditions 10, 11 and 12 (relating to the operation of the limits and non-stacking of limits) have been moved to **Section IV. Limit of Liability/Deductible** of the new policy form.
- Added the following new conditions:
  - Assistance and Cooperation
  - Other Insurance
  - Non-Renewal

- Action Against the Company
- Assignment
- Authorization Clause
- Representations
- Bankruptcy or Insolvency
- Office of Foreign Assets Control
- Headings
- Policy Conformance

## **CHANGES TO DEFINITIONS**

- **New Definitions:** the following definitions have been added to the new policy form:
  - Application
  - Claim Expenses (previously Legal Expenses)
  - Special Purpose Entity
- **Deleted Definitions:** the following definitions have not been added to the new policy form:
  - Institute or Instituted (now using “first made”)
  - Retention (now using Deductible)
  - Legal Expenses (now using Claim Expenses)
- **Revised Definitions:** the following definitions have been revised to clarify coverage intent:
  - Claim
  - Covered Property
  - Insured

## **CHANGES TO EXCLUSIONS**

- Exclusion 1 (other insurance) has been removed and replaced with an “Other Insurance” Condition; see **Section VI. Conditions, (F) Other Insurance**, in the new policy form;
- Exclusion 4 (regarding any matter that an Insured conspired with another to institute) has not been added to the new policy form;
- Exclusion 5 (prior knowledge) and Exclusion 11 (acts occurring before the retroactive date) have not been added to the new policy form for consistency with the updates made to the Insuring Agreement;
- Exclusion 13 (fines & penalties) has been added to the policy form with a “where insurable” exception which provides that the most favorable law will be used for the purpose of evaluating the insurability of fines and penalties.

## **NEW POLICY SECTIONS**

- Added Section IV. Limit of Liability/Deductible
- Added Section V. Notification
- Added Section VII. Entire Agreement