



AMERICAN FAMILY INSURANCE COMPANY  
 350 HIGHWAY 133 # 1  
 CARBONDALE CO 81623-1650

AmFam.com

1-800-MY AMFAM (692-6326)

May 18, 2022



000048EC124DAA2021380523 200372 001  
 MOUNTAIN SAGE TOWNHOMES HOA  
 0326 HIGHWAY 133 STE 120  
 CARBONDALE CO 81623-2507

*Regarding your Businessowners Policy*

**Our offer to renew your insurance policy is enclosed**

Your renewal bill will be sent separately

Policy number	Billing account number	Renewal Date
91001-11681-46	663-412-969-00	7/23/2022

Thank you for choosing American Family Insurance. We truly value you as our customer. Enclosed is our offer to renew the policy noted above.

For a summary of the policy coverage and limits provided, please see the enclosed Renewal Declarations. If you would like a more detailed explanation of the coverage, please refer to your policy and endorsements. We have also included other important and/or state specific notices relating to this policy.

Please review all of the enclosed information carefully. Contact your agent if you would like to make changes to your policy.

This renewal offer is only available to you if the premium for the prior term has been paid in full. To accept our renewal offer and to maintain continuous coverage, we must receive payment by the date shown on your renewal billing notice. **Your renewal bill will be sent separately from this notice.**

Thank you for placing your trust in American Family Insurance. If you have questions about this information, please contact your agent listed below or call us at 1-800-MY AMFAM (1-800-692-6326).

Commercial - Farm/Ranch Division  
 1-800-MY AMFAM (1-800-692-6326)

*AMERICAN FAMILY INSURANCE COMPANY*

**Your American Family Agent is:**

The Ben Kelloff Agency, Inc

[bkelloff@amfam.com](mailto:bkelloff@amfam.com)

350 HIGHWAY 133 # 1  
 Carbondale CO 81623-1650  
 970-963-5711

A000 00010038 000048 0000





## You may elect to purchase terrorism insurance coverage



No action is required if you do not want to add this coverage

American Family Insurance Company  
6000 American Parkway  
Madison WI 53783

For customer service and claims service  
24 hours a day, 7 days a week

**1-800-MY AMFAM (1-800-692-6326)**  
**amfam.com**

Policy number	Renewal date
91001-11681-46	7/23/2022

The Terrorism Risk Insurance Reauthorization Act (TRIA) of 2015 was signed into law in January, 2015. This law extended the Terrorism Risk Insurance Program, which is effective through 2020. To comply with the provisions of TRIA and guidelines of the United States Treasury, we are enclosing a new Terrorism Insurance Coverage and Disclosure of Premium form. This disclosure contains the updated provisions of the 2015 reauthorization of the federal program. The premium rate is unchanged.

Under this program, you have a right to purchase insurance coverage for loss resulting from "Certified Acts of Terrorism," as defined by TRIA. Our records indicate you have not elected to purchase this coverage on the policy listed above. If you do not wish to change your current election, no further action is required.

If you want to add coverage for Certified Acts of Terrorism, complete the Coverage Options section on page 2 of the enclosed Disclosure Form, sign, date and return the attached form. Please use one of the following methods to return the form:

- **Mail:** Use the enclosed addressed envelope or mail to American Family Insurance Company, 6000 American Parkway, Madison, WI 53783-0001.
- **Fax\*:** 1-866-656-1032 or 1-866-656-1033.

An additional premium will be charged. The premium cost is shown on page 2 of the Disclosure Form. We will endorse the coverage to your policy, effective on the renewal date indicated above.

All other terms and conditions of your policy remain unchanged.

Thank you again for being our customer. If you have questions about this notice, please contact your agent listed below.

Commercial Lines  
1-800-MY AMFAM (1-800-692-6326), ext. 76000

*American Family Insurance Company*

### Your American Family Agent is:

The Ben Kelloff Agency, Inc

[bkelloff@amfam.com](mailto:bkelloff@amfam.com)

350 HIGHWAY 133 # 1  
Carbondale CO 81623-1650  
970-963-5711

0000 00020038 000048 0000



**\* Before choosing to FAX the completed form, please note:**

Data transmitted by FAX cannot be guaranteed to be secure, timely, or free from computer virus or other damaging code. American Family takes great pride in ensuring a positive customer experience and takes great care to keep your personal data secure. By submitting the completed form by FAX, you acknowledge that American Family cannot ensure or guarantee that any information transmitted will be secure.

# OFFER OF TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM



American Family Insurance Company  
6000 American Parkway  
Madison WI 53783

For customer service and claims service  
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)  
amfam.com

Thank you for insuring with American Family Insurance. This notice provides you with important information about the Terrorism Risk Insurance Program Reauthorization Act of 2019. Please read the information below about the Act and notify American Family if you wish to change your previous decision regarding acceptance or rejection of the coverage for certified acts of terrorism.

## Some Background

On Nov. 26, 2002, President Bush signed the Terrorism Risk Insurance Act into law, which requires insurance carriers to make coverage available to policyholders for losses due to "certified acts of terrorism". This Act has been reauthorized since then, and the latest reauthorization occurred in December of 2019 when President Trump signed the Terrorism Risk Insurance Program Reauthorization Act of 2019 into law. The most recent reauthorization extends the current program through December 31, 2027.

As an American Family customer, you have the right, under the recently reauthorized Act, to purchase insurance coverage for losses resulting from "certified acts of terrorism", which are defined as: any 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. The criteria contained in that law for certifying an act of terrorism includes the following:

- The act is a violent act or an act that is dangerous to human life, property or infrastructure;
- The act results in aggregate property and casualty insurance losses in excess of \$5 million; and
- The act 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.

## Further Explanation

Where coverage is provided under the Act for losses resulting from "certified acts of terrorism", such losses may be partially reimbursed by the United States Government as established by the Act. You should also understand that your policy may contain exclusions (not part of the Act) that might affect your coverage. For example, if a "certified act of terrorism" occurs and results in damage that you're not covered for under other portions of your policy, the terrorism coverage may not apply to the loss because you need to have underlying coverage to qualify for a "certified act of terrorism" loss covered by the Act.

You should also be aware that the reauthorized Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" to \$100 billion per calendar year. What this means is, if the combined insured losses for all insurers exceeds \$100 billion, your coverage may be reduced due to the cap.

Per the Act, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by American Family Insurance. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

0000 00030038 000048 0000



**Disclosure Of Premium**

Location	Premium Charge for Certified Acts of Terrorism		*Fire Following Exposure charge of the total property premium
	charge of the total property premium	charge of the total liability premium	

**\* Please note the following coverage exception that may apply based on policy type and location state.**

Certain states have mandated that even if you elect to reject the "certified acts of terrorism" coverage, your rejection does not apply to fire losses resulting from an act of terrorism, and the coverage in your policy for such fire losses will continue. Therefore, the "**Fire Following Exposure**" charge (listed in the chart above) applies in this case.

For Businessowners Policies, the following states mandate coverage for fire losses that result from acts of terrorism - Arizona\*\*, Georgia, Illinois, Iowa, Missouri, Oregon, Washington\*\*\* and Wisconsin.

\*\* For Arizona locations, this exception applies to building coverage being provided for 1-4 unit dwellings.

\*\*\* For Washington locations, if you elect not to purchase terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism and the coverage in your policy for such fire losses will continue.

### TERRORISM INSURANCE COVERAGE OPTIONS

Our records indicate you previously elected not to purchase coverage for "certified acts of terrorism" for the policy referenced above. If you do not wish to make any changes regarding this coverage will continue to be excluded throughout the renewal term of your policy.

However, if you want to add coverage for "certified acts of terrorism," please indicate your decision to accept coverage for "certified acts of terrorism" by:

1. Checking the box below;
2. Signing this notice; and
3. Returning this notice in the provided envelope.

**I wish to purchase coverage** for "certified acts of terrorism." I understand that as a result, I will be charged an additional premium for adding coverage for "certified acts of terrorism" to this policy.

*If you choose to purchase coverage for "certified acts of terrorism", you must notify us before your policy's effective date by signing and returning this notice in the enclosed envelope. (Exception: If we send you a new disclosure form after your policy's effective date, and you wish to change your election, we will endorse your policy to reflect your new coverage election.)*

Your decision to accept coverage for "certified acts of terrorism" applies to the term of this policy. You will receive an offer and disclosure at each renewal as required by the Act.

Only if you are accepting coverage for "certified acts of terrorism", please sign and return this notice.

<b>Insured's Signature</b>		
<b>Named Insured</b> Mountain Sage Townhomes HOA		<b>Date</b>
<b>Policy Number</b> 91001-11681-46	<b>Producer ID</b> 200372	<b>Policy Expiration Date</b> 07/23/2022

0000 00040038 000048 0000







# Renewal Declarations Businessowners Policy



Please read your policy

American Family Insurance Company  
6000 American Parkway  
Madison WI 53783

For customer service and claims service  
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)  
amfam.com

## Named Insured And Mailing Address

Mountain Sage Townhomes HOA  
326 Highway 133 Ste 120  
Carbondale CO 81623-1568

## Policy Information

Policy number	Policy period	Billing account number
91001-11681-46	7/23/2022 to 7/23/2023 12:01 A.M. Standard Time at your mailing address shown above.	663-412-969-00

## Business and Operations Information

Year Started: 2007

Description of Business and Operations:

Form of Business: Corporation

Insurance applies only for coverages for which a limit of insurance or the word "Included" is shown unless coverage is provided by an endorsement. Blanket Insurance applies only for coverages for which a Blanket Limit of Insurance is shown.

As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy.

0000 00050038 000048 0000



Policy Number: 91001-11681-46

<b>Premium Information</b>	
<b>Total Advance Premium Per Term (Excluding Surcharges and Terrorism):</b>	\$13,323.34
<b>Certified Acts of Terrorism Premium:</b>	\$0.00
<b>Total Advance Premium Per Term:</b>	\$13,323.34
<b>Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):</b>	\$12,660.70

This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

<b>Policy Level Coverages</b>	
<b>Property Causes Of Loss</b>	
Causes Of Loss .....	Risks of Direct Physical Loss
<b>General Liability</b>	
Liability And Medical Expense Limit .....	\$2,000,000 Per Occurrence
Medical Expense Limit .....	\$5,000
Other Than Products/Completed Operations Aggregate.....	\$4,000,000
Products/Completed Operations Aggregate .....	\$4,000,000
<b>Computer Fraud And Funds Transfer Fraud Coverage</b>	
Limit .....	\$100,000
<b>Condominium Enhancement</b> .....	
Level .....	Refer to BPF 87 90 Platinum
<b>Directors And Officers Liability</b>	
Level .....	Platinum
Named Association .....	Mountain Sage Townhomes HOA
Directors And Officers Liability Annual Aggregate Limit Of Insurance .....	\$1,000,000
Claims Expense Annual Aggregate Limit Of Insurance .....	\$1,000,000
Deductible .....	\$1,000
Retroactive Date .....	
Extended Reporting Period .....	No
Third Party Discrimination Coverage .....	Yes
<b>Employee Dishonesty</b>	
Includes Forgery Or Alteration	
Limit .....	\$100,000 Per Occurrence
Deductible .....	\$1,000
<b>Hired Auto And Non-Owned Auto Liability</b> .....	Refer to BP 04 04
<b>Vandalism Deductible - Residential Occupancies</b> .....	Refer to BP 83 02

Policy Number: 91001-11681-46

Additional Insured(s) Information			
Name	Type	Interest	Location
Silver Mountain Properties, Inc	Additional Insured - Managers or Lessors Of Premises		927 MAIN ST CARBONDALE CO 81623-1841

**Agent Information**

The Ben Kelloff Agency, Inc

bkelloff@amfam.com

350 HIGHWAY 133 # 1  
 Carbondale CO 81623-1650  
 970-963-5711

AUTHORIZED REPRESENTATIVE

*William B. West*  
 President

*Ben Kelloff*  
 Secretary

0000 00060038 000048 0000



Policy Number: 91001-11681-46

**Location 1 - Location Details**

**Program:** Condo/Townhouse Associations

**Location Address:** 927 MAIN ST CARBONDALE CO 81623-1841

**Location Description:**

Policy Number: 91001-11681-46

**Location 1 Building 1 - Building Level Details**

**Building Address:** 927 MAIN ST CARBONDALE CO 81623-1841

**Occupancy:** Townhouse Association without Mercantile

**Building Interest:** Owner - Leased to Other

**Building Description:** 921,927,933,939

**Location 1 Building 1 - Building Level Coverages**

**Per Building Property Deductible (Apply Per Building, Per Occurrence)**

Deductible ..... \$2,500

**Building**

Limit Of Insurance ..... See Blanket Property Insurance

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

**Business Income Options**

Extended Number of Days For Ordinary Payroll Expense ..... 60 Days - Included

Extended Number of Days For Extended Business Income ..... 60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance ..... \$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days ..... 12-Months

72 Hour Waiting Period applies.

**Ordinance Or Law**

Coverage 1 Limit Of Insurance ..... \$1,695,400

Coverage 2 Limit Of Insurance .....

Coverage 3 Limit Of Insurance .....

Coverages 2 And 3 Combined Limit Of Insurance ..... \$500,000

Coverages 1, 2 And 3 Combined Limit Of Insurance .....

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage ..... 72 Hours

**Water Back-Up And Sump Overflow (Building)**

Building Limit ..... \$50,000

Deductible ..... \$5,000

0000 00070038 000048 0000



Policy Number: 91001-11681-46

<b>Location 1 Building 2 - Building Level Details</b>	
<b>Building Address:</b> 927 MAIN ST CARBONDALE CO 81623-1841	
<b>Occupancy:</b> Townhouse Association without Mercantile	
<b>Building Interest:</b> Owner - Leased to Other	
<b>Building Description:</b> 945,951,957,963	
<b>Location 1 Building 2 - Building Level Coverages</b>	
<b>Per Building Property Deductible (Apply Per Building, Per Occurrence)</b>	
Deductible .....	\$2,500
<b>Building</b>	
Limit Of Insurance .....	See Blanket Property Insurance
Guaranteed Replacement Cost applies.	
Replacement Cost Coverage applies.	
<b>Business Income Options</b>	
Extended Number of Days For Ordinary Payroll Expense .....	60 Days - Included
Extended Number of Days For Extended Business Income .....	60 Days - Included
Business Income From Dependent Properties	
Limit Of Insurance .....	\$5,000
Business Income And Extra Expense - Revised Period of Indemnity - Number Of Consecutive Days .....	
	12-Months
72 Hour Waiting Period applies.	
<b>Ordinance Or Law</b>	
Coverage 1 Limit Of Insurance .....	\$1,695,400
Coverage 2 Limit Of Insurance .....	
Coverage 3 Limit Of Insurance .....	
Coverages 2 And 3 Combined Limit Of Insurance .....	\$500,000
Coverages 1, 2 And 3 Combined Limit Of Insurance .....	
Business Income And Extra Expense Optional Coverage applies	Refer to BPF 84 64
Number Of Hours Waiting Period For Period Of Restoration Applicable To Business Income And Extra Expense Optional Coverage .....	
	72 Hours
<b>Water Back-Up And Sump Overflow (Building)</b>	
Building Limit .....	\$50,000
Deductible .....	\$5,000

Policy Number: 91001-11681-46

**Location 1 Building 3 - Building Level Details**

**Building Address:** 927 MAIN ST CARBONDALE CO 81623-1841

**Occupancy:** Townhouse Association without Mercantile

**Building Interest:** Owner - Leased to Other

**Building Description:** 1011,1017,1023,1029

**Location 1 Building 3 - Building Level Coverages**

**Per Building Property Deductible (Apply Per Building, Per Occurrence)**

Deductible ..... \$2,500

**Building**

Limit Of Insurance ..... See Blanket Property Insurance

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

**Business Income Options**

Extended Number of Days For Ordinary Payroll Expense ..... 60 Days - Included

Extended Number of Days For Extended Business Income ..... 60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance ..... \$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days ..... 12-Months

72 Hour Waiting Period applies.

**Ordinance Or Law**

Coverage 1 Limit Of Insurance ..... \$1,513,900

Coverage 2 Limit Of Insurance .....

Coverage 3 Limit Of Insurance .....

Coverages 2 And 3 Combined Limit Of Insurance ..... \$500,000

Coverages 1, 2 And 3 Combined Limit Of Insurance .....

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage ..... 72 Hours

**Water Back-Up And Sump Overflow (Building)**

Building Limit ..... \$50,000

Deductible ..... \$5,000

0000 00080038 000048 0000



Policy Number: 91001-11681-46

<b>Location 1 Building 4 - Building Level Details</b>	
<b>Building Address:</b> 927 MAIN ST CARBONDALE CO 81623-1841	
<b>Occupancy:</b> Townhouse Association without Mercantile	
<b>Building Interest:</b> Owner - Leased to Other	
<b>Building Description:</b> 1035,1041,1047,1053	
<b>Location 1 Building 4 - Building Level Coverages</b>	
<b>Per Building Property Deductible (Apply Per Building, Per Occurrence)</b>	
Deductible .....	\$2,500
<b>Building</b>	
Limit Of Insurance .....	See Blanket Property Insurance
Guaranteed Replacement Cost applies.	
Replacement Cost Coverage applies.	
<b>Business Income Options</b>	
Extended Number of Days For Ordinary Payroll Expense .....	60 Days - Included
Extended Number of Days For Extended Business Income .....	60 Days - Included
Business Income From Dependent Properties	
Limit Of Insurance .....	\$5,000
Business Income And Extra Expense - Revised Period of Indemnity - Number Of Consecutive Days .....	
	12-Months
72 Hour Waiting Period applies.	
<b>Ordinance Or Law</b>	
Coverage 1 Limit Of Insurance .....	\$1,513,900
Coverage 2 Limit Of Insurance .....	
Coverage 3 Limit Of Insurance .....	
Coverages 2 And 3 Combined Limit Of Insurance .....	\$500,000
Coverages 1, 2 And 3 Combined Limit Of Insurance .....	
Business Income And Extra Expense Optional Coverage applies	Refer to BPF 84 64
Number Of Hours Waiting Period For Period Of Restoration Applicable To Business Income And Extra Expense Optional Coverage .....	
	72 Hours
<b>Water Back-Up And Sump Overflow (Building)</b>	
Building Limit .....	\$50,000
Deductible .....	\$5,000



Policy Number: 91001-11681-46

**Location 1 Building 5 - Building Level Details**

**Building Address:** 927 MAIN ST CARBONDALE CO 81623-1841

**Occupancy:** Townhouse Association without Mercantile

**Building Interest:** Owner - Leased to Other

**Building Description:** 952,958,962,966

**Location 1 Building 5 - Building Level Coverages**

**Per Building Property Deductible (Apply Per Building, Per Occurrence)**

Deductible ..... \$2,500

**Building**

Limit Of Insurance ..... See Blanket Property Insurance

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

**Business Income Options**

Extended Number of Days For Ordinary Payroll Expense ..... 60 Days - Included

Extended Number of Days For Extended Business Income ..... 60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance ..... \$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days ..... 12-Months

72 Hour Waiting Period applies.

**Ordinance Or Law**

Coverage 1 Limit Of Insurance ..... \$1,349,600

Coverage 2 Limit Of Insurance .....

Coverage 3 Limit Of Insurance .....

Coverages 2 And 3 Combined Limit Of Insurance ..... \$500,000

Coverages 1, 2 And 3 Combined Limit Of Insurance .....

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage ..... 72 Hours

**Water Back-Up And Sump Overflow (Building)**

Building Limit ..... \$50,000

Deductible ..... \$5,000

0000 00090038 000048 0000



Policy Number: 91001-11681-46

<b>Location 1 Building 6 - Building Level Details</b>	
<b>Building Address:</b> 927 MAIN ST CARBONDALE CO 81623-1841	
<b>Occupancy:</b> Townhouse Association without Mercantile	
<b>Building Interest:</b> Owner - Leased to Other	
<b>Building Description:</b> 1002,1008,1014	
<b>Location 1 Building 6 - Building Level Coverages</b>	
<b>Per Building Property Deductible (Apply Per Building, Per Occurrence)</b>	
Deductible .....	\$2,500
<b>Building</b>	
Limit Of Insurance .....	See Blanket Property Insurance
Guaranteed Replacement Cost applies.	
Replacement Cost Coverage applies.	
<b>Business Income Options</b>	
Extended Number of Days For Ordinary Payroll Expense .....	60 Days - Included
Extended Number of Days For Extended Business Income .....	60 Days - Included
Business Income From Dependent Properties	
Limit Of Insurance .....	\$5,000
Business Income And Extra Expense - Revised Period of Indemnity - Number Of Consecutive Days .....	
	12-Months
72 Hour Waiting Period applies.	
<b>Ordinance Or Law</b>	
Coverage 1 Limit Of Insurance .....	\$1,208,300
Coverage 2 Limit Of Insurance .....	
Coverage 3 Limit Of Insurance .....	
Coverages 2 And 3 Combined Limit Of Insurance .....	\$500,000
Coverages 1, 2 And 3 Combined Limit Of Insurance .....	
Business Income And Extra Expense Optional Coverage applies	Refer to BPF 84 64
Number Of Hours Waiting Period For Period Of Restoration Applicable To Business Income And Extra Expense Optional Coverage .....	
	72 Hours
<b>Water Back-Up And Sump Overflow (Building)</b>	
Building Limit .....	\$50,000
Deductible .....	\$5,000

Policy Number: 91001-11681-46

**Location 1 Building 7 - Building Level Details**

**Building Address:** 927 MAIN ST CARBONDALE CO 81623-1841

**Occupancy:** Townhouse Association without Mercantile

**Building Interest:** Owner - Leased to Other

**Building Description:** 1020,1026,1032

**Location 1 Building 7 - Building Level Coverages**

**Per Building Property Deductible (Apply Per Building, Per Occurrence)**

Deductible ..... \$2,500

**Building**

Limit Of Insurance ..... See Blanket Property Insurance

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

**Business Income Options**

Extended Number of Days For Ordinary Payroll Expense ..... 60 Days - Included

Extended Number of Days For Extended Business Income ..... 60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance ..... \$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days ..... 12-Months

72 Hour Waiting Period applies.

**Ordinance Or Law**

Coverage 1 Limit Of Insurance ..... \$1,208,300

Coverage 2 Limit Of Insurance .....

Coverage 3 Limit Of Insurance .....

Coverages 2 And 3 Combined Limit Of Insurance ..... \$500,000

Coverages 1, 2 And 3 Combined Limit Of Insurance .....

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage ..... 72 Hours

**Water Back-Up And Sump Overflow (Building)**

Building Limit ..... \$50,000

Deductible ..... \$5,000

0000 00100038 000048 0000



Policy Number: 91001-11681-46

<b>Blanket Property Insurance</b>			
<b>Blanket Number: 1</b>		<b>Limit Of Insurance: \$10,184,800</b>	
The schedule below identifies blanketed property for Blanket Number 1			
<b>Premises Number</b>	<b>Building Number</b>	<b>Location</b>	<b>Type of Covered Property</b>
1	1	Location 1: 927 MAIN ST, CARBONDALE, CO	Building
1	2	Location 1: 927 MAIN ST, CARBONDALE, CO	Building
1	3	Location 1: 927 MAIN ST, CARBONDALE, CO	Building
1	4	Location 1: 927 MAIN ST, CARBONDALE, CO	Building
1	5	Location 1: 927 MAIN ST, CARBONDALE, CO	Building
1	6	Location 1: 927 MAIN ST, CARBONDALE, CO	Building
1	7	Location 1: 927 MAIN ST, CARBONDALE, CO	Building
See Blanket Coverage - Statement of Values for individual property details.			

<b>BPF 84 66 Earthquake And Volcanic Eruption (Sub-Limit)</b>		
<b>Blanket Limits</b>		
<b>Blanket Number:</b>		<b>Blanket Earthquake - Volcanic Eruption Limit:</b>
<b>Premises Number</b>	<b>Building Number</b>	<b>Description Of Covered Property</b>
Increase Annual Aggregate Limit <input type="checkbox"/> Yes <input type="checkbox"/> No		

Policy Number: 91001-11681-46

Forms And Endorsements		
Form Number	Edition Date	Title
BP 00 03	07 13	Businessowners Coverage Form
BP 04 02	07 13	Additional Insured - Managers Or Lessors Of Premises
BP 04 04	01 10	Hired Auto And Non-Owned Auto Liability
BP 04 17	01 10	Employment-Related Practices Exclusion
BP 04 30	07 13	Protective Safeguards
BP 04 39	07 02	Abuse Or Molestation Exclusion
BP 04 93	01 06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception
BP 05 01	07 02	Calculation of Premium
BP 05 17	01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 24	01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41	01 15	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
BP 05 47	07 13	Computer Fraud And Funds Transfer Fraud
BP 05 98	07 13	Amendment Of Insured Contract Definition
BP 14 78	07 13	Exclusion Of Loss Due To By-Products Of Production Or Processing Operations (Rental Properties)
BP 14 91	07 13	Amendment Of Personal And Advertising Injury Definition
BP 15 04	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
BP 83 02	01 07	Vandalism Deductible - Residential Occupancies
BP 85 04	07 10	Exclusion - Lead Liability
BP 85 05	07 98	Exclusion - Punitive Damages
BP 85 10	07 98	Other Insurance Limitation Liability And Medical Expenses
BP 85 12	01 06	Asbestos Exclusion
BP IN 01	07 13	Businessowners Coverage Form Index
BPF 80 01	08 18	Businessowners Policy Jacket
BPF 80 03	08 18	Businessowners Coverage Form Changes
BPF 81 04	08 18	Colorado Changes
BPF 84 11	08 18	Building Limit Inflation Protection Coverage
BPF 84 21	08 21	Water Back-Up and Sump Overflow
BPF 84 64	08 21	Ordinance Or Law Coverage
BPF 84 71	08 18	Employee Dishonesty - Property Manager(s)
BPF 84 72	08 18	Employee Dishonesty Board Of Directors Member(s)
BPF 84 73	08 18	Guaranteed Replacement Cost Coverage
BPF 85 25	08 18	Marijuana Exclusion

0000 00110038 000048 0000



Policy Number: 91001-11681-46

Forms And Endorsements (continued)		
Form Number	Edition Date	Title
BPF 86 03	08 18	Roof Surfacing Loss Payment Schedule
BPF 86 13	08 18	Statement of Values - Blanket Coverages
BPF 87 01	08 18	Condominium Association Coverage
BPF 87 90	08 21	Condominium Enhancement Endorsement
BPF 89 03	08 18	Directors And Officers Liability Endorsement - Platinum (Condominiums, Co-Ops, Associations)
BPF 89 04	08 18	Colorado Changes Directors And Officers Liability Endorsement (Condominiums, Co-Ops, Associations)
IL 75 26	12 05	Colorado Endorsement Change
PLCF 28833	12 20	Offer Of Terrorism Insurance Coverage And Disclosure Of Premium

The complete policy consists of these declarations and the forms and endorsements at the time of issue.

Each paid claim under **Section II - Liability** and **Medical Expenses** coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II - Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

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

## PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Premises Number	Building Number	Protective Safeguards Symbols Applicable	Description Of "P-9" If Applicable:
1	1	P-9	Hardwired Smoke Detectors
1	2	P-9	Hardwired Smoke Detectors
1	3	P-9	Hardwired Smoke Detectors
1	4	P-9	Hardwired Smoke Detectors
1	5	P-9	Hardwired Smoke Detectors
1	6	P-9	Hardwired Smoke Detectors
1	7	P-9	Hardwired Smoke Detectors

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. The following is added to the Property General Conditions in Section I - Property:**

**Protective Safeguards**

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

2. The protective safeguards to which this endorsement applies are identified by the following symbols:

a. **"P-1" Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

(1) Any automatic fire protective or extinguishing system, including connected:

- (a) Sprinklers and discharge nozzles;
- (b) Ducts, pipes, valves and fittings;
- (c) Tanks, their component parts and supports; and
- (d) Pumps and private fire protection mains.

(2) When supplied from an automatic fire protective system:

- (a) Non-automatic fire protective systems; and
- (b) Hydrants, standpipes and outlets.

b. **"P-2" Automatic Fire Alarm**, protecting

the entire building, that is:

- (1) Connected to a central station; or
- (2) Reporting to a public or private fire alarm station.

c. **"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

d. **"P-4" Service Contract**, with a privately owned fire department providing fire protection service to the described premises.

e. **"P-5" Automatic Commercial Cooking Exhaust And Extinguishing System**, installed on cooking appliances and having the following components:

- (1) Hood;
- (2) Grease removal device;
- (3) Duct system; and
- (4) Wet chemical fire extinguishing equipment.

f. **"P-9"**, the protective system described in the Schedule.

**B. The following is added to Paragraph B. Exclusions in Section I - Property:**

We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:

0000 00120038 000048 0000



1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph B.2.) applies to property located in the following state(s):

Georgia, Illinois, Iowa, Missouri, Oregon, Washington, Wisconsin

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

1. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. 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
  - b. 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.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

**B.** The following provisions are added to Businessowners Standard Property Coverage Form **BP 00 01**, Businessowners Special Property Coverage Form **BP 00 02** or **Section I – Property** of Businessowners Coverage Form **BP 00 03**:

1. The following exclusion is added:

**CERTIFIED ACT OF TERRORISM EXCLUSION**

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. **Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph B.1. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

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.

0000 00130038 000048 0000



- C. The following provision is added to the Businessowners Liability Coverage Form **BP 00 06** or **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:
1. The following exclusion is added:  
This insurance does not apply to:  
**TERRORISM**  
"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".
  2. The following definition is added:  
For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

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

**EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR  
PROCESSING OPERATIONS (RENTAL PROPERTIES)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Description Of Rental Unit
1	1	Townhouse Association without Mercantile
1	2	Townhouse Association without Mercantile
1	3	Townhouse Association without Mercantile
1	4	Townhouse Association without Mercantile
1	5	Townhouse Association without Mercantile
1	6	Townhouse Association without Mercantile
1	7	Townhouse Association without Mercantile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section I – Property** is amended as follows:

- A.** The terms of this endorsement apply to the rental unit(s) described in the Schedule, and to the building(s) in which such unit(s) are located, including any contents of such unit(s) and building(s), all of which constitute the described premises for the purpose of this endorsement.
- B.** We will not pay for loss or damage to the described premises, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental unit(s) described in the Schedule. This exclusion applies regardless of whether such operations are:
1. Legally permitted or prohibited;
  2. Permitted or prohibited under the terms of the lease; or
  3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- C.** If the loss or damage described in Paragraph **B.** of this endorsement results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the Business Income or Extra Expense Additional Coverages.
- D.** The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
1. Legally permitted or prohibited;
  2. Permitted or prohibited under the terms of the lease; or
  3. Usual to the intended occupancy of the premises.

0000 00140038 000048 0000



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WATER BACK-UP AND SUMP OVERFLOW (BUILDING)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The coverages provided in this endorsement will not trigger any other policy coverages that are outside of this endorsement.

**SCHEDULE**

Premises Number	Building Number	Covered Property Annual Aggregate Limit Of Insurance
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**Section I - Property** is amended as follows:

**A.** We will pay for direct physical loss or damage to Buildings and Business Personal Property covered under **Section I - Property**, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph **A.2.**, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

**B.** Loss or damage which occurs or is in progress within five (5) days of the effective date of this endorsement is not covered.

**C.** The coverage described in Paragraph **A.** of this endorsement does not apply to loss or damage resulting from:

1. An insured's failure to keep a sump pump or its related equipment in proper working condition;
2. An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
3. Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

**D.** With respect to the coverage provided under this endorsement, only the following Additional Coverages apply:

1. Paragraph **a. Debris Removal** of Section 5.

**Additional Coverages;**

2. Paragraph **f. Business Income** of Section 5. **Additional Coverages;** and
3. Paragraph **g. Extra Expense** of Section 5. **Additional Coverages.**

The Annual Aggregate Limit Of Insurance shown in the above Schedule for each Building identified in the Schedule, for Water Back-up And Sump Overflow is the most we will pay under this endorsement for that Building, including these Additional Coverages.

**E.** The applicable Annual Aggregate Limit Of Insurance shown in the above Schedule for each Building for Water Back-up And Sump Overflow is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy period to that Building, regardless of the number of occurrences that cause or result in loss or damage. If loss payment for the first such occurrence does not exhaust the applicable Annual Aggregate Limit Of Insurance shown in the Schedule for a Building, then the balance of that Building limit is available for subsequent loss or damage sustained in, but not after, that policy period for that same Building. With respect to an occurrence which begins in one policy period and continues or results in additional loss or damage in a subsequent policy period(s), all loss or damage is deemed to be sustained in the policy period in which the occurrence began.

**F.** With respect to the coverage provided under this endorsement, Paragraph **1.g. Water** of **B. Exclusions** in **Section I - Property** is replaced by the following:

**Water**

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow

of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

2. Mudslide or mudflow;
3. Water under the ground surface pressing on, or flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - b. Basements, whether paved or not; or
  - c. Doors, windows or other openings; or
4. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1. or 3., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain

the water.

But if any of the above, in Paragraphs 1. through 4., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- G. For the purposes of this endorsement, the term drain includes a roof drain and related fixtures.
- H. With respect to the coverage provided under this endorsement, Paragraph **D.1. Deductibles**, is replaced with the following:
  1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Water Back-up And Sump Overflow Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Water Back-up And Sump Overflow Deductible up to the applicable Annual Aggregate Limit Of Insurance shown in the Schedule for the Building identified in the Schedule for Water Back-up And Sump Overflow loss or damage.

0000 00150038 000048 0000



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

### ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

#### SCHEDULE

Premises Number	Building Number	Coverage 1 Limit Of Insurance	Coverage 2 Limit Of Insurance	Coverage 3 Limit Of Insurance	Coverages 2 And 3 Combined Limit Of Insurance*	Coverages 1, 2 And 3 Combined Limit Of Insurance*
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
Business Income And Extra Expense Optional Coverage (Enter Yes or No):						
Number Of Hours Waiting Period For Period Of Restoration Applicable To Business Income And Extra Expense Optional Coverage:						
*Do <b>not</b> enter a Combined Limit Of Insurance if individual Limits Of Insurance are selected for Coverages 1, 2 and 3, or if one of these coverages is not applicable.						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

**Section I – Property** is amended as follows:

**A. Each Coverage – Coverage 1, Coverage 2 and Coverage 3 –** is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the Building identified for the Coverage(s) in the Schedule.

**B. Application Of Coverage(s)**

The Coverage(s) provided by this endorsement applies only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

**1. The ordinance or law:**

**a.** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

**b.** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

**2. The Building sustains direct physical damage:**

**a.** That is covered under this policy and as a

result of such damage, you are required to comply with the ordinance or law; or

**b.** That is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the Building damage in its entirety, you are required to comply with the ordinance or law.

**c.** But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the Building has also sustained covered direct physical damage.

**3.** In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **1, 2** and/or **3** of this endorsement. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section **H.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss

otherwise payable under terms of Coverages 1, 2 and/or 3 of this endorsement.

**C. We will not pay under Coverage 1, 2 or 3 of this endorsement for:**

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or
2. The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet rot or dry rot.

**D. Coverage**

**1. Coverage 1 – Coverage For Loss To The Undamaged Portion Of The Building**

With respect to the Building that has sustained covered direct physical damage, we will pay under Coverage 1 for the loss in value of the undamaged portion of the Building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same Building. Coverage 1 is included within the Limit Of Insurance shown in the Declarations as applicable to the covered Building. Coverage 1 does not increase the Limit Of Insurance.

**2. Coverage 2 – Demolition Cost Coverage**

With respect to the Building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same Building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

Paragraph E.5.d. **Loss Payment** Property Loss Condition does not apply to **Demolition Cost Coverage**.

**3. Coverage 3 – Increased Cost Of Construction Coverage**

With respect to the Building that has sustained covered direct physical damage, we will pay the increased cost to:

- a. Repair or reconstruct damaged portions of that Building; and/or
- b. Reconstruct or remodel undamaged portions of that Building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- a. This coverage applies only if the restored or remodeled property is intended for

similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- b. We will not pay for the increased cost of construction if the Building is not repaired, reconstructed or remodeled.

Paragraph E.5.d. **Loss Payment** Property Loss Condition does not apply to the **Increased Cost Of Construction Coverage**.

**E. Loss Payment**

1. All following loss payment Provisions E.2. through E.5. are subject to the apportionment procedure set forth in Section B.3. of this endorsement:

2. When there is a loss in value of an undamaged portion of a Building to which Coverage 1 applies, the loss payment for that Building, including damaged and undamaged portions, will be determined as follows:

- a. If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:

- (1) The amount you actually spend to repair, rebuild or reconstruct the Building, but not for more than the amount it would cost to restore the Building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- (2) The applicable Limit Of Insurance shown for Coverage 1 in the Schedule above not to exceed the Limit Of Insurance shown in the Declarations for the covered Building.

- b. If the property is not repaired or replaced, we will not pay more than the lesser of:

- (1) The actual cash value of the Building at the time of loss; or
- (2) The applicable Limit Of Insurance shown for Coverage 1 in the schedule above and not to exceed the Limit Of Insurance shown in the Declarations for the covered Building.

3. Unless Paragraph E.5. applies, loss payment under Coverage 2 – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
- b. The applicable Limit Of Insurance shown for Coverage 2 in the Schedule above for the covered Building.

4. Unless Paragraph E.5. applies, loss payment under Coverage 3 – Increased Cost Of Construction Coverage will be determined as follows:

0000 00160038 000048 0000



- a. We will not pay under Coverage 3:
- (1) Until the property is actually repaired or replaced, at the same or another premises; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- b. If the Building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage 3 is the lesser of:
- (1) The increased cost of construction at the same premises; or
  - (2) The applicable Limit Of Insurance shown for Coverage 3 in the Schedule above for the covered Building.
- c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage 3 is the lesser of:
- (1) The increased cost of construction at the new premises; or
  - (2) The applicable Limit Of Insurance shown for Coverage 3 in the Schedule above for the covered Building.
5. If a Combined Limit Of Insurance is shown for Coverages 2 and 3 in the Schedule above, or a Combined Limit Of Insurance is shown for Coverage 1, 2 and 3 in the Schedule above, Paragraphs E.3. and E.4. of this endorsement do not apply with respect to the Building property that is subject to the Combined Limit, and the following loss payment provisions apply instead:
- Based on the Combined Limit Of Insurance selected in the Schedule above, the most we will pay, for the total of all covered losses for Loss To The Undamaged Portion Of The Building, Demolition Cost and Increased Cost Of Construction, is the Combined Limit Of Insurance shown for Coverages 1, 2 and 3 in the Schedule above. Subject to this Combined Limit Of Insurance, the following loss payment provisions apply:
- a. For the Loss To The Undamaged Portion Of The Building, we will not pay more than the amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured. If the property is not repaired or replaced, we will not pay more than the actual cash value of the building at the time of the loss.
  - b. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- c. With respect to the Increased Cost Of Construction:
- (1) We will not pay for the increased cost of construction:
    - (a) Until the property is actually repaired or replaced, at the same or another premises; and
    - (b) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (2) If the Building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
  - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- F. The terms of this endorsement apply separately to each Building to which this endorsement applies.
- G. Under this endorsement, we will not pay for loss due to any ordinance or law that:
1. You were required to comply with before the loss, even if the Building was undamaged; and
  2. You failed to comply with.
- H. Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement). Assume:
- Wind is a Covered Cause of Loss. Flood is an excluded Cause of Loss;
  - The covered building has a value of \$200,000;
  - Total direct physical damage to covered building: \$100,000;
  - The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the covered building's value;
  - Portion of direct physical damage that is covered (caused by wind): \$30,000;
  - Portion of direct physical damage that is not covered (caused by flood): \$70,000; and
  - Loss under Ordinance or Law Coverage 3 of this endorsement: \$60,000.
- Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.  
 $\$30,000/100,000 = .30$
- Step 2: Apply that proportion to the Ordinance or Law loss.  
 $\$60,000 \times .30 = \$18,000$
- In this example, the most we will pay under this



endorsement for the Coverage 3 loss is \$18,000, subject to the applicable Limit Of Insurance and any other applicable provisions.

**NOTE:** The same procedure also applies to losses under Coverages 1 and 2 of this endorsement.

- I. If shown as applicable in the Schedule of this endorsement, the following applies:

**Business Income And Extra Expense Optional Coverage**

1. If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of suspension of your "operations" caused by or resulting from a requirement to comply with any ordinance or law that:

- a. Regulates the construction or repair of any property;
- b. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- c. Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

2. Paragraph H.9. **Period Of Restoration** Definition is replaced by the following:

9. "Period of restoration" means the period of

time that:

- a. Begins:

(1) 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises, unless a lesser number of hours is shown in the Schedule of this endorsement; or

(2) Immediately after the time of the direct physical loss or damage for Extra Expense Coverage caused by or resulting from any Covered Cause of Loss at the described premises; and

- b. Ends on the earlier of:

(1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

"Period of restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

The expiration date of this policy will not cut short the "period of restoration".

0000 00170038 000048 0000



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

**BLANKET COVERAGE - STATEMENT OF VALUES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Blanket Number	Premises Number	Building Number	Location	Covered Property Type	Description Of Covered Property	Value
1	1	1	Location 1: 927 MAIN ST, CARBONDALE, CO	Building	Townhouse Association without Mercantile	\$1,695,400
1	1	2	Location 1: 927 MAIN ST, CARBONDALE, CO	Building	Townhouse Association without Mercantile	\$1,695,400
1	1	3	Location 1: 927 MAIN ST, CARBONDALE, CO	Building	Townhouse Association without Mercantile	\$1,513,900
1	1	4	Location 1: 927 MAIN ST, CARBONDALE, CO	Building	Townhouse Association without Mercantile	\$1,513,900
1	1	5	Location 1: 927 MAIN ST, CARBONDALE, CO	Building	Townhouse Association without Mercantile	\$1,349,600
1	1	6	Location 1: 927 MAIN ST, CARBONDALE, CO	Building	Townhouse Association without Mercantile	\$1,208,300
1	1	7	Location 1: 927 MAIN ST, CARBONDALE, CO	Building	Townhouse Association without Mercantile	\$1,208,300

Blanket coverage is only available for property types of: Buildings, Scheduled Structures, Unscheduled Structures and Business Personal Property.  
The most we will pay for loss or damage in any one occurrence is the applicable blanket Limit of Insurance shown in the Declarations.

**Loss Payment Penalties may apply if property is not insured to at least 80% of replacement cost value at the time of loss.**

Applicant or Insured	Producer
<p>All property values submitted are 100% of the replacement cost value to the best of my knowledge and American Family can rely upon my statements in providing blanket coverage.</p>	<p>I have explained to the insured the Loss Payment Penalties that may apply if the property is not insured to 80% of replacement cost value.</p>
<p>Signed: _____</p>	<p>Signed: _____</p>
<p>Name: <u>Mountain Sage Townhomes HOA</u></p>	<p>Name: <u>The Ben Kelloff Agency, Inc</u></p>
<p>Title: _____</p>	<p>Producer ID: <u>200372</u></p>
<p>Date: _____</p>	<p>Date: _____</p>

0000 00180038 000048 0000



POLICY NUMBER: 91001-11681-46

BUSINESSOWNERS  
BPF 89 03 08 18

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
CLAIMS EXPENSES INCURRED ARE SUBJECT TO AN ADDITIONAL SEPARATE CLAIMS EXPENSES LIMIT OF LIABILITY. HOWEVER, IF THE ADDITIONAL SEPARATE LIMIT OF LIABILITY FOR CLAIMS EXPENSES IS EXHAUSTED, CLAIMS EXPENSES WILL REDUCE AND MAY EXHAUST THE REMAINING LIMITS OF LIABILITY AVAILABLE UNDER THE POLICY.**

**DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT -  
PLATINUM (CONDOMINIUMS, CO-OPS, ASSOCIATIONS)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Named Association:</b>		
<b>Directors And Officers Liability Annual Aggregate Limit Of Insurance:</b>		<b>\$</b>
<b>Claims Expenses Annual Aggregate Limit of Insurance:</b>		<b>\$</b>
<b>Deductible:</b>		<b>\$</b>
<b>Retroactive Date:</b>		
<b>Extended Reported Period</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Third Party Discrimination Coverage</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

For the purposes of the coverage provided by this endorsement, **Section II – Liability** is amended as follows:

**A.** The following are added to Paragraph **A. Coverages:**

**1. Insuring Agreement – Management Liability**

**a.** We will pay on behalf of an "insured person" any "loss" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Automatic Extended Reporting Period or Optional Extended Reporting Period, as described in Paragraph **G.**, except to the extent that the "association" has indemnified the "insured person" for such "loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

**b.** If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- (1) Such spousal status; or
- (2) Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "loss" to the spouse will be covered under this endorsement only if and to the extent that such "loss" would be covered if incurred by the "insured person". However, this Paragraph **b.** does not apply to a "claim"

arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c. This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

- (1) The estate, heirs or legal representatives of a deceased "insured person"; and
- (2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph c. only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

## 2. Insuring Agreement – Association Reimbursement

We will pay on behalf of the "association" any "loss" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph 1.) during the policy period or during the Automatic Extended Reporting Period or Optional Extended Reporting Period, if purchased, as described in Paragraph G.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

## 3. Insuring Agreement – Association Liability

We will pay on behalf of the "association" any "loss" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Automatic Extended Reporting Period or Optional Extended Reporting Period, if purchased, as described in Paragraph G.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

## 4. Defense And Settlement

- a. We will have the right and duty to defend any "claim" made against the insured

under Paragraph A. of this endorsement. However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

## b. Mediation

If, prior to institution of arbitration proceedings or service of suit or within 60 days of the institutions of such proceedings or service of suit, we and the "association" agree to use a process of non binding intervention by a neutral third party to resolve any "claim" reported to us, and if such "claim" is resolved through such process, we will reduce the deductible applicable to such "claim" by 50%.

- c. Our obligation to defend any "claim" or pay any "loss", including "claims expenses" shall be completely fulfilled and extinguished if the Directors and Officers Limit of Insurance set forth in the schedule of this endorsement, has been exhausted, even if any Limit of Insurance applicable to "claims expenses" set forth in the schedule of this endorsement, remains.

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph E. or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph E.

- B. For the purposes of the coverage provided by this endorsement, Paragraph B. Exclusions, Subparagraph 1. Applicable To Business Liability Coverage is replaced by the following:

This insurance does not apply to any "loss" resulting from any "claim":

## a. Dishonest, Malicious, Fraudulent, Or Criminal Act

Arising out of any dishonest, fraudulent, criminal or malicious act or omission or any willful violation of the law by the insured.

This exclusion applies only if:

- (1) a judgment or other final adjudication, including pleas, adverse to the insured establishes such an act, omission or willful violation by the insured; or
- (2) an "insured person" is not convicted or convicted of a lesser charge due to mental incapacity, disease, or defect.

0000 00190038 000048 0000



This exclusion applies even if an "insured person" lacks the mental capacity to govern his or her conduct.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

Arising out of "bodily injury", "property damage" or "personal and advertising injury".

**c. Illegal Financial Gain**

Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.

**d. Prior Acts**

Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule.

**e. Pending And Prior Claims**

Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:

(1) During a prior policy period of this policy; or

(2) Under any insurance policy of which this policy is a replacement.

**f. Failure To Maintain Insurance**

Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.

This exclusion does not apply to "claims expenses".

**g. Service To Other Entities**

Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.

**h. Insured vs Insured**

Brought by or on behalf of the "association" or any "insured person", in any capacity, except:

(1) A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"

**i. ERISA**

For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or

statutory law or common law.

**j. Breach Of Contract**

For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:

(1) The "association" would have been liable in the absence of such contract or agreement

This exclusion does not apply to "claims expenses".

**k. Pollution**

Arising out of:

(1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

(2) Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(3) A "claim" made or "suit" brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";

including without limitation any "claim" by or on behalf of the "association".

**l. Construction Defect**

Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

**m. Workers Compensation Or Similar Laws**

Arising out of an obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar, rule, regulation or law.

**n. Asbestos**

Arising out of asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;

**o. Lead**

Arising out of lead including but not limited

to any injury or damage treated to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead.

**p. Fungi Or Bacteria**

Arising out of "fungi" or bacteria including but not limited to any injury or damage treated to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving "fungi" or bacteria.

**q. Employment-Related Practices**

Arising out of employment related practices, policies, acts or omissions including, but not limited to, refusal to employ; termination of employment; employment related coercion, demotion, evaluation, reassignment, discipline, workplace conditions, false imprisonment, defamation, harassment, humiliation, or discrimination of employment; other employment related practices, policies, acts or omissions; or sexual harassment by the insured against any person(s) or entity; or negligence involving any of the above.

**r. Salaries Or Remuneration**

Arising out of the payment or administration of salaries, bonuses, or other remuneration of an "insured person"

**s. Securities**

Arising under statutory or common law relating to the purchase, sale, or disposition of securities.

**t. Civil Rights Laws**

Arising out of any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, religion or religious belief, age, economic status, income, medical condition, pregnancy, parenthood or mental or physical disability.

This exclusion does not apply to "Third Party Discrimination" if the schedule on page one is checked "YES" next to Third Party Discrimination Coverage.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph **B**.

**C. For the purposes of the coverage provided by this endorsement, Paragraph C. Who Is An Insured is**

replaced by the following:

1. The "association" is an insured.
2. "Insured persons" are insureds.

**D. For the purposes of the coverage provided by this endorsement, Paragraph D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:**

**1. Annual Aggregate Limit Of Insurance**

The most we will pay for the sum of all "loss" under Paragraphs **A.1.**, **A.2.** and **A.3.** is the Directors and Officers Liability Annual Aggregate Limit of Insurance and the Claims Expenses Annual Aggregate Limit of Insurance shown in the Schedule. These limits apply regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons, organizations or government agencies making "claims" or bringing "suits".

If the Directors and Officers Liability Annual Aggregate Limit of Insurance is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement.

Payments for "claims expenses" are in addition to the Limit of Insurance for Directors and Officers Liability. All "claims expenses" shall first be applied to the Claims Expenses Annual Aggregate Limit of Insurance. If and when such limit of liability for "claims expenses" is exhausted by payment of "claims expenses", then and in that event only shall any remaining "claims expenses" be applied to the applicable Limit of Insurance for Directors and Officers Liability.

Our obligation to defend any "claim" or pay any "loss", including "claims expenses" shall be completely fulfilled and extinguished if the Directors and Officers Limit of Insurance set forth in the schedule of this endorsement, has been exhausted, even if any Limit of Insurance applicable to "claims expenses" set forth in the schedule of this endorsement, remains.

**2. Deductible**

Subject to Paragraph **D.1.** of this endorsement, we will pay only that amount of "loss" which is in excess of the Deductible shown in the Schedule. The Deductible will be borne by the insureds, uninsured and at their own risk. A single deductible will apply to all "loss" resulting from all "claims" alleging the same "wrongful acts" or "interrelated wrongful acts".

If the "association" is permitted or required by law to indemnify an "insured person" for "loss", but fails or refuses, other than for reason of "financial insolvency", then our payment for such "loss" will not be subject to any deductible and the "association" shall be

0000 00200038 000048 0000



responsible for, and shall hold us harmless from, and shall reimburse us for such "loss" up to the deductible shown in the Schedule.

- E. For the purposes of the coverage provided by this endorsement, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition is replaced by the following:

**Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim**

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act" took place;
- (2) The names and addresses of any person involved in the specific "wrongful act", including names and addresses of the potential claimants;
- (3) Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";
- (4) The nature of the alleged or potential damages arising from such specific "wrongful act"; and
- (5) The circumstances by which the insureds first became aware of the specific "wrongful act".

- b. If a "claim" is received by any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim"; and
- (4) 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 "wrongful acts" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our written consent.

- F. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **E. Liability And Medical Expenses General Conditions**:

**Consent To Settle**

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

**G. Extended Reporting Period**

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

**1. Automatic Extended Reporting Period**

An Automatic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for (90) days for "claims" arising out of "wrongful acts" not previously reported to us.

The Automatic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

**2. Optional Extended Reporting Period**

You will have the right to purchase an Optional Extended Reporting Period from us if:

- a. This endorsement is cancelled or not renewed for any reason; or
- b. We renew or replace this endorsement with insurance that:
  - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
  - (2) Does not apply to "wrongful acts" on a claims-made basis.

3. An Optional Extended Reporting Period, as specified in Paragraph **G.2.** of this endorsement, lasts three years and is available only for an additional premium.

4. The Optional Extended Reporting Period starts with the end of the Automatic Extended Reporting Period. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:

- a. The "claim" is first made during the Optional Extended Reporting Period;
- b. The "wrongful act" occurs before the end of the policy period; and
- c. The "wrongful act" did not commence before the Retroactive Date.

5. You must give us a written request for the Optional Extended Reporting Period within 90 days after the end of the policy period or the effective date of cancellation, whichever



comes first.

6. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this endorsement. Once in effect, the Optional Extended Reporting Period may not be cancelled.
7. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - a. The exposures insured;
  - b. Previous types and amounts of insurance;
  - c. Limit of Insurance available under this endorsement for future payment of damages; and
  - d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Optional Extended Reporting Period will be deemed fully earned as of the date it is purchased.

8. There is no separate or additional Limit of Insurance for the Automatic or Optional Extended Reporting Period. The Limit of Insurance available during the Automatic or Optional Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limit of Insurance available at the time this policy was cancelled or nonrenewed.

H. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph

**F. Liability And Medical Expenses Definitions of Section II - Liability:**

1. "Association" means the entity named in the Schedule as the named association.
2. "Claim" means:
  - a. A written demand for monetary damages against any insured;
  - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
  - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
  - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;
  - e. A written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding.
3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees),

expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".

4. "Financial insolvency" means the status of the "association" resulting from:
  - a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
  - b. The "association" becoming a debtor in possession.
5. "Fungi" means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, or by products produced by, released by, or arising out of the current or past presence of fungi.
6. "Insured person" means
  - a. any former, present or future director, officer, trustee, employee or volunteer of the "association".
  - b. The association's property or real estate manager; but only while acting at the direction and within the scope of their duties for the association. However, the property or real estate manager is not an "insured person" for "claims" brought against them by the association.
7. "Interrelated wrongful act" means all causally connected "wrongful acts".
8. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments, and punitive or exemplary damages where permitted by law. "Loss" does not include civil or criminal fines or penalties imposed by law, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law, and the cost, other than defense costs, of any non-monetary relief.
9. "Third Party Discrimination" means any actual or alleged discrimination by any "insured person" against, or any actual or alleged sexual harassment by any "insured person" of, any person who at the time of such discrimination or sexual harassment was neither an employee of the "association" nor an applicant for employment with the "association".
10. "Wrongful act" means:
  - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured

0000 00210038 000048 0000



- person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity including "Third Party Discrimination" if the schedule on page one is checked "YES" next to Third Party Discrimination Coverage. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
- b.** With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association" including "Third Party Discrimination" if the schedule on page one is checked "YES" next to Third Party Discrimination Coverage.
- i.** For the purposes of the coverage provided by this endorsement, the definition of "suit" in Paragraph **F. Liability And Medical Expenses Definitions** is replaced by the following:
- "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

**VANDALISM DEDUCTIBLE - RESIDENTIAL OCCUPANCIES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The Businessowners Property Coverage Form is amended as follows:

The following is added to **Section I - Property** Paragraph **D. Deductibles**:

We will deduct the greater of:

1. The deductible shown in the declarations; or
2. \$5,000

from any loss or damage that is caused directly or indirectly by vandalism to any Covered Property you own if the vandalism occurs within any residential unit while rented, leased or temporarily occupied by others.

0000 00220038 000048 0000



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

**BUILDING LIMIT INFLATION PROTECTION COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**Section I - Property** is amended as follows:

**C. Limits Of Insurance**

Paragraph 4. **Building Limit - Automatic Increase** is replaced by the following:

**4. Building Limit - Inflation Protection Coverage.** We may increase limits at each renewal for Buildings and Scheduled Structures only as shown in the Declarations. We base increases on inflation cost indexes. We will round any increases in limits to the next highest \$100. Premium will change accordingly. Your payment of the renewal premium indicates your acceptance of any adjusted limits.

We will not reduce the Limit of Insurance to less than that previously specified without your consent.

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

**EMPLOYEE DISHONESTY - PROPERTY MANAGER(S)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

- A. Paragraph G.3. Employee Dishonesty of Section I - Property** is amended to include "Property manager(s)" as employee(s).
- B. With respect to the Employee Dishonesty coverage in Paragraph G.3. "Property manager(s)"**

means a natural person or firm charged with operating a real estate property for a fee. If the "Property manager" is a firm, partners, officers and employees of that firm are considered to be employee(s) for the purposes of this insurance.

0000 00230038 000048 0000



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

**EMPLOYEE DISHONESTY - BOARD OF DIRECTORS MEMBER(S)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

- A.** Paragraph **G.3. Employee Dishonesty** of **Section I - Property** is amended to include "Board of directors member(s)" as employee(s).
- B.** With respect to the Employee Dishonesty coverage in Paragraph **G.3.** "Board of directors member(s)" means a natural person elected or appointed to serve on the board of directors of the association.

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

## **GUARANTEED REPLACEMENT COST COVERAGE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**Section I - Property** is amended as follows:

Guaranteed Replacement Cost coverage is subject to the terms and conditions set forth in this endorsement.

**A. For Building coverage under Section I - Property A.1.a. only, the following amends Paragraph E.5. Loss Payment:**

Paragraph E.5.a. is replaced by the following:

**a. Guaranteed Replacement Cost Coverage**

We agree to settle covered losses to insured Buildings at replacement cost without regard to the Limit of Insurance, subject to the following provisions:

- (1) The Building(s) are identified as Guaranteed Replacement Cost coverage in the Declarations;
- (2) The Building(s) listed in the Declarations are insured to a minimum of 100% of replacement cost as estimated by our commercial cost calculator or other proof of replacement cost acceptable to us;
- (3) You permit us to adjust the Limit of Insurance for the Building(s) or Blanket Limit for Buildings to reflect:
  - (a) Any increase due to inflation; or
  - (b) Property valuation estimates made by us; or
  - (c) Both (a) and (b).
- (4) You pay any additional premium for adjustments of the Limit of Insurance or Blanket Limit.
- (5) You have notified us within 30 days of the start of construction of any additions to or remodeling of a Building which increases the replacement cost by \$10,000 or more. If you fail to notify us within 30 days, our payment will not exceed the Limit of Insurance applying to the Building.
- (6) Guaranteed Replacement Cost Coverage applies only to Building(s) that are repaired or replaced at the same premises after a covered loss.
- (7) This coverage does not apply to:
  - (a) Scheduled Structures
  - (b) Unscheduled Structures
  - (c) Business Personal Property

- (d) Buildings under construction until they are completed and occupied.
- (e) The cost attributable to enforcement of any ordinance or law regulating the construction, use, repair or demolition of any property, including debris removal.
- (f) Damage caused by earthquake, even if earthquake is otherwise covered under this policy.
- (g) Damage caused by mine subsidence, even if mine subsidence is otherwise covered under this policy.
- (h) Damage caused by windstorm or hail, unless you notify us of your intent to repair or replace within 12 months after the loss or damage occurred.
- (i) Coverages provided in **Section I - Property, Paragraph A.5. Additional Coverages**
- (j) Building(s) that have been designated by any local, state or national government agency as a historic structure or landmark.

**B. For Building coverage under Section I - Property A.1.a. only, Paragraph E.5.d. Loss Payment Property Loss Condition in Section I - Property is amended as follows:**

1. Paragraph (1)(a) is replaced by the following:

- (1) At replacement cost without deduction for depreciation subject to the following:
  - (a) We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
    - (i) the cost to replace, on the same premises, the lost or damaged property with other property;
      - i. of comparable material and quality; and
      - ii. used for the same purpose; or

0000 00240038 000048 0000



(ii) the amount that you actually spend that is necessary to repair or replace the lost or damaged property.

2. For the purposes of this endorsement only, Paragraph **E.5.d.(1)(b)** is deleted.



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

## CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

**A. Paragraph A.1. Covered Property in Section I - Property is replaced by the following:**

**1. Covered Property**

Covered Property includes Buildings as described under Paragraph **a.** below, Scheduled Structures as described under Paragraph **b.** below, Unscheduled Structures as described under Paragraph **c.** below, and Business Personal Property as described under Paragraph **d.** below, or any combination thereof, depending on whether a Limit Of Insurance is shown in the Declarations for that type of property.

Regardless of whether coverage is shown in the Declarations for Buildings, Structures, Unscheduled Structures, and Business Personal Property, or any combination thereof, there is no coverage for property described under Paragraph **2. Property Not Covered.**

- a.** Buildings, meaning the buildings at the premises described in the Declarations and defined in the Condominium Association Agreement.

This does not include:

- (1) Scheduled Structures; or
- (2) Unscheduled Structures.

- b.** Scheduled Structures, meaning the listed structures at the premises described in the Declarations.

This does not include:

- (1) Buildings; or
- (2) Unscheduled Structures.

Buildings as described in Paragraph **a.** above or Scheduled Structures as described in Paragraph **b.** above that are damaged by a Covered Cause of Loss include:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the Buildings, Scheduled Structures or the premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;

- (c) Floor coverings;

- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units; and

- (e) Maintenance equipment.

But the most we will pay for the loss of maintenance equipment caused by or resulting from any Covered Cause of Loss is \$25,000 for any one occurrence.

- (5) If not covered by other insurance:

- (a) Additions under construction, alterations and repairs to the Buildings or Scheduled Structures;

- (b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the Buildings or Scheduled Structures; 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 Buildings or Scheduled Structures; and

- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Buildings or Scheduled Structures do 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.(6)** above.

- c.** Unscheduled Structures, meaning any structures at the premises not otherwise described in the Declarations that are:

- (1) Permanently affixed to the land; and
- (2) Have a replacement cost value of less than \$25,000.

This does not include:

- (1) Buildings;

0000 00250038 000048 0000



- (2) Scheduled Structures;
- (3) Any structure with a permanent:
  - (a) Roof; and
  - (b) Exterior walls enclosing at least three sides of the structure;
 Including but not limited to detached garages, maintenance buildings, sheds and pool houses;
- (4) Any outdoor signs;
- (5) Any street lights;
- (6) Any streets, sidewalks, curbs or other paved surfaces; or
- (7) Any underground pipes, pump houses, wells or related equipment that are not Buildings or Scheduled Structures.

- d. Business Personal Property located in or on the Buildings, Scheduled Structures or Unscheduled Structures at the described premises or in the open (or in a vehicle) within 100 feet of the Buildings, Scheduled Structures or Unscheduled Structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under 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 property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition E.5.d.(3)(b).

- B. Paragraph A.2.e. **Property Not Covered in Section I - Property** is replaced by the following:

- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or

plants which are part of a vegetated roof), all except as provided in :

- (1) Paragraph A.1.b. Scheduled Structures;
- (2) Paragraph A.1.c. Unscheduled Structures;
  - (a) Outdoor fences; and
  - (b) Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- (3) Outdoor Property Coverage Extension; or
- (4) Outdoor Signs Optional Coverage;

- C. The following applies to outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers when coverage is provided under Paragraph A.1.b. Scheduled Structures:

- 1. We will pay for direct physical loss of or damage to all outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers at the described premises:

- a. Owned by you; or
- b. Owned by others but in your care, custody or control.

- 2. Paragraph A.2.e. **Property Not Covered in Section I - Property** does not apply to this coverage.

- 3. Paragraph B.1. **Exclusions in Section I - Property** does not apply to this coverage except for:

- a. Paragraph B.1.c. **Governmental Actions**;
- b. Paragraph B.1.d. **Nuclear Hazard**; and
- c. Paragraph B.1.f. **War And Military Action**.

- 4. Paragraphs B.2. and B.3. **Exclusions in Section - I Property** do not apply to this coverage except for:

- i. **Other Types Of Loss**

We will not pay for loss or damage caused by or resulting from:

- (1) Wear and tear;
- (2) Hidden or latent defect;
- (3) Rust;
- (4) Corrosion;
- (5) Deterioration;
- (6) "Fungi";
- (7) Decay; or
- (8) Mechanical Breakdown.

- 5. The provisions of this coverage supersede all other references to outdoor fences, radio or television antennas (including satellite dishes) and their

lead-in wiring, masts or towers in this policy.

**D. The following is added to Paragraph C. Limits Of Insurance:**

**6. Increased Building Limit Coverage**

We will settle covered losses to Buildings described in the Declarations at replacement cost up to a maximum of 125% of the limit applying to the damaged Buildings at the time of loss subject to the following provisions:

- a. You have notified us within 90 days of the start of any additions to or remodeling of an insured Building which increases its replacement cost value by 20% or more as determined by us at the time of loss. If you fail to notify us within 90 days, our payment will not exceed the limit applying to the Building as outlined in Paragraph 5. **Loss Payment of Paragraph E. Property Loss Conditions in Section - I Property;** and
- b. You have paid any additional premium due for the increase in value.

The **Increased Building Limit Coverage** applies only to Buildings that are repaired or replaced at the same premises after a covered loss.

This coverage does not apply to:

- a. Buildings under construction;
- b. Scheduled Structures; or

**c. Unscheduled Structures.**

**E. The following is added to the Loss Payment Condition in Section I - Property:**

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.

**F. The following is added to the Property Loss Conditions in Section I - Property:**

**9. 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.

**G. The following is added to Paragraph C. Who Is An Insured in Section II - Liability:**

3. 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.

**H. The following is added to Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions:**

**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.

0000 00260038 000048 0000



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

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

Except for the coverages provided by this endorsement, this endorsement will not result in expanded or additional covered causes of loss.

Your Deductible as specified in Paragraph **D. Deductibles** of **Section I - Property** will apply for enhancement coverages, unless otherwise specified in this endorsement. If two or more deductibles apply to a loss for a single occurrence, then only the largest of the applicable deductibles will apply.

**A. Section I - Property** is amended as follows:**1. Accounts Receivable**

The additional limit of \$10,000 shown in Paragraph **f. Accounts Receivable** under **6. Coverage Extensions** for loss or damage in any one occurrence at the described premises is replaced by \$100,000. For accounts receivable not at the described premises, the limit of \$5,000 is replaced by \$50,000.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

**2. Arson Reward**

We will provide a reward in the amount of up to \$5,000 for information which leads to an arson conviction in connection with a covered fire loss.

No deductible applies to this coverage.

This is additional insurance.

**3. Debris Removal**

**a.** The limit of \$25,000 shown in Paragraph **a. Debris Removal** under **5. Additional Coverages** is replaced by \$150,000.

**b.** We will also pay up to \$2,000 for the costs you incur at each premises to remove debris of outdoor trees, shrubs or plants that are blown onto your premises by wind.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

**4. Described Premises**

The limitation of being within 100 feet of the described premises shown in Paragraph **b.** under **1. Covered Property** for Business Personal Property is replaced by 1,000 feet.

**5. Electronic Data**

The limit of \$10,000 shown in Subparagraph **(3)** of Paragraph **p. Electronic Data** under **5. Additional Coverages** is replaced by \$25,000.

**6. Fine Arts**

**a.** We will pay for direct loss of or damage to fine arts, whether owned by:

- (1)** You; or
- (2)** Others, while in your care, custody or control.

**b.** Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures, and fragile property such as porcelains, china and marble.

**c.** The most we will pay for loss in any one occurrence under this Coverage Extension is \$25,000 at each described premises. Our payment for loss of or damage to Personal Property of Others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.

**d.** The value of fine arts will be the least of the following amounts:

- (1)** The actual cash value of that property at the time of loss;
- (2)** The cost of reasonably restoring that property to its condition immediately before the loss; or
- (3)** The cost of replacing that property with substantially identical property.

**e.** In the event of loss, the value of property will be determined as of the time of loss.

**f.** You must arrange for fine arts to be packed and unpacked by competent packers.

**g.** The following is added to Paragraph **5. Loss Payment** under **Property Loss Conditions**:

- i.** In case of loss to any part of a pair or set, we will pay the least of:
  - (1)** The cost to repair or replace any part to restore the pair or set to its value before the loss; or

- (2) The difference between the value of the pair or set before and after the loss.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

This is additional insurance.

**7. Fire Department Service Charge**

The limit of \$2,500 shown in Paragraph **c. Fire Department Service Charge** under **5. Additional Coverages** is replaced by \$250,000.

No deductible applies to this coverage.

**8. Fire Extinguisher Systems Recharge Expense**

The limit of \$5,000 shown in Paragraph **c. Fire Extinguisher Systems Recharge Expense** under **5. Additional Coverages** is replaced by \$50,000.

No deductible applies to this coverage.

**9. Identity Fraud Expense Coverage**

a. We will pay up to \$25,000 for the sum of all "expenses" incurred by you as the direct result of all acts of "identity fraud" first discovered or learned of during the policy period.

b. We will pay up to \$5,000 for the sum of all additional advertising expenses you incur to restore your reputation as the result of all acts of "identity fraud" first discovered or learned of during the policy period.

c. Regardless of the number of claims you make:

(1) The Identity Fraud Expense Aggregate Limit shown above is the most we will pay for the sum of all "expenses", and

(2) \$5,000 is the most we will pay for the sum of all additional advertising expenses.

These limits are the most we will pay as a result of all acts of "identity fraud" which are first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against you, is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by endorsement for this coverage.

The deductible of \$250 applies to this coverage.

This is additional insurance.

d. With respect to the coverage provided by this endorsement, the following is added to Paragraph **2.** under **B.**

**Exclusions:**

We will not pay for:

(1) Due to any fraudulent, dishonest or criminal act by:

(a) You, your partners, "members", officers, "managers", directors, trustees; or

(b) Any authorized representative of yours, but only if such act was committed with the knowledge or consent of you, your partners, "members", officers, "managers", directors or trustees,

whether acting alone or in collusion with others.

In the event of any such act, no insured is entitled to "expenses" or additional advertising expenses, including insureds who did not commit or conspire to commit the act causing the "identity fraud".

(2) Loss other than "expenses" or additional advertising expenses.

e. With respect to the coverage provided by this endorsement, Paragraph **D. Deductibles** is replaced as follows:

We will not pay for "expenses" or additional advertising expenses until the amount of "expenses" and advertising expenses exceeds \$250. We will then pay the amount of "expenses" and additional advertising expenses in excess of the deductible up to the applicable Limit of Insurance provided in this endorsement.

No other deductible applies to Identity Fraud Expense Coverage.

f. The following is added to Paragraph **3. Duties In The Event Of Loss Or Damage** under **E. Property Loss Conditions**:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" or additional advertising expenses under Identity Fraud Expense Coverage.

g. If the **Employee Dishonesty** Optional Coverage is shown as an applicable coverage in the Declarations, the coverage provided by this endorsement does not apply to any loss payable under that

0000 00270038 000048 0000



**Employee Dishonesty** Optional Coverage.

**h.** The following definitions are added to Paragraph H. **Definitions:**

**(1)** "Expenses" means:

- (a)** Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
- (b)** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- (c)** Costs for obtaining credit reports.
- (d)** Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies or legal counsel, up to a maximum payment of \$250 per day.  
Total payment for lost income is not to exceed \$10,000.
- (e)** Loan application fees for reapplying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- (f)** Reasonable attorney fees incurred as a result of "identity fraud" to:
  - (i)** Defend lawsuits brought against you by merchants, vendors, suppliers, financial institutions or their collection agencies;
  - (ii)** Remove any criminal or civil judgments wrongly entered against you; and
  - (iii)** Challenge the accuracy or completeness of any information in a consumer credit report.
- (g)** Charges incurred for long distance telephone calls to merchants, vendors, suppliers, customers, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

**(2)** "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means

of identification of your business, as described in the Declarations, with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

**10. Increase In Rebuilding Expenses Following Disaster (Additional Expense Coverage On Annual Aggregate Basis)**

- a.** This coverage applies with respect to a covered loss to a Building identified in the Declarations.  
Coverage for the loss is determined in accordance with all applicable policy provisions except as otherwise provided under this coverage.
- b.** The Covered Causes of Loss (including related endorsements, if any) otherwise applicable to a Building listed in the Declarations will apply to this coverage with respect to that Building.
- c.** The Additional Expense Coverage provided under this coverage applies if all of the following conditions are met, subject to all limitations of this coverage:
  - (1)** The event that caused the covered loss:
    - (a)** Results in declaration of a state of disaster by federal or state authorities; or
    - (b)** Occurs in close temporal proximity to the event that resulted in declaration of disaster by federal or state authorities;
  - (2)** Expenses for labor and building materials for repair or replacement of the damaged property increase as a result of the disaster and the total cost of repair or replacement exceeds the applicable Limit of Insurance due to such increases in expenses;
  - (3)** You elect to repair or replace the damaged Building; and
  - (4)** You notified us, within 30 days of completion, of any improvements, alterations or additions to the Building which increase the replacement cost of the Building by 5% or more, and allowed us to adjust the Limit of Insurance, if necessary, to maintain the required insurance-to-value level.

- d. When the cost of repair or replacement increases in accordance with the terms of this coverage, we will pay the increased expenses actually incurred, up to the maximum amount of Additional Expense Coverage.
- e. The maximum amount of Additional Expense Coverage available for the extra expense of repair or replacement of a Building shown in the Declarations is determined in accordance with the following provisions:

(1) Apply the applicable percentage of 30% for any Building to:

- (a) The Limit of Insurance shown in the Declarations as applicable to the Building when such limit covers only that Building (exclusive of contents); or
- (b) The value of the Building when insurance is written on a blanket basis. (For the purpose of this endorsement, Blanket insurance covers two or more Buildings, or Building(s) and its contents, under a single Limit of Insurance.)

However, if the Building is subject to a lower Limit of Insurance (sub-limit) for the Covered Cause of Loss that caused the loss, then the applicable percentage indicated in this endorsement will be applied to that sub-limit.

(2) If a penalty for inadequate insurance applies to the covered loss to the Building in accordance with the terms of this policy, then the maximum amount of Additional Expense Coverage will be decreased in the same proportion. (In determining compliance with the policy's insurance-to-value requirement, the increase in expenses attributable to the disaster will be disregarded.)

**f. Annual Aggregate**

The following applies when payments are made under this endorsement as a result of one or more covered events in an annual policy term:

(1) When payments reach the maximum amount of Additional Expense Coverage, such coverage will not apply to a

subsequent event which occurs in the same annual policy term.

(2) When payments total less than the maximum amount of Additional Expense Coverage, the balance will be available for additional expenses incurred in a subsequent event which occurs in the same annual policy term.

**g. Debris Removal**

Up to 20% of the amount payable for Additional Expense Coverage may be used to cover debris removal expense associated with the covered loss.

This does not increase the maximum amount of Additional Expense Coverage.

**h. Ordinance Or Law**

When a Building shown in the Declarations is also covered for Coverage 3 - Increased Cost Of Construction Coverage under the Ordinance Or Law Coverage endorsement (if a part of this policy), up to 20% of the amount payable for Additional Expense Coverage may be used to cover costs payable under Coverage 3. - Increased Cost of Construction Coverage.

This does not increase the maximum amount of Additional Expense Coverage.

**i. Newly Acquired Or Constructed Buildings**

When a newly acquired or constructed Building is covered under the terms of the Newly Acquired or Constructed Property Coverage Extension, then the percentage shown in this endorsement for any Building will be applied to the applicable Limit of Insurance for newly acquired or constructed Buildings. The result is the amount of Additional Expense Coverage applicable to the newly acquired or constructed Building, subject to all other terms of this endorsement.

j. In determining the expenses payable under this endorsement we will deduct any expenses recovered under the Business Income and Extra Expense Additional Coverages.

This is additional insurance.

**11. Newly Acquired Or Constructed Buildings**

The limit of \$250,000 shown in Subparagraph (1) Buildings of Paragraph a. Newly Acquired Or Constructed Property under 6.

0000 00280038 000048 0000



**Coverage Extensions** is replaced by \$1,000,000.

The limit of \$100,000 shown in Subparagraph **(2) Business Personal Property** of Paragraph **a. Newly Acquired Or Constructed Property** under **6. Coverage Extensions** is replaced by \$250,000.

#### 12. Outdoor Fences And Walls

- a. We will pay for direct physical loss of or damage to all outdoor fences and walls at the described premises:
  - (1) Owned by you; or
  - (2) Owned by others but in your care, custody or control.
- b. Paragraphs **A.3. Covered Causes Of Loss** and **B. Exclusions** do not apply to this coverage, except for Paragraphs:
  - (1) **B.1.c. Governmental Action;**
  - (2) **B.1.d. Nuclear Hazard;** and
  - (3) **B.1.f. War And Military Action.**
- c. We will not pay for loss or damage caused by or resulting from:
  - (1) Wear and tear;
  - (2) Hidden or latent defect;
  - (3) Rust;
  - (4) Corrosion; or
  - (5) Mechanical breakdown.
- d. The most we will pay for loss or damage in any one occurrence is \$50,000.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by endorsement for this coverage.

This is additional insurance.

#### 13. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
  - (1) Owned by you; or
  - (2) Owned by others but in your care, custody or control.
- b. Paragraphs **A.3. Covered Causes Of Loss** and **B. Exclusions** do not apply to this Optional Coverage, except for Paragraphs:
  - (1) **B.1.c. Governmental Action;**
  - (2) **B.1.d. Nuclear Hazard;** and
  - (3) **B.1.f. War And Military Action.**
- c. We will not pay for loss or damage caused by or resulting from:
  - (1) Wear and tear;
  - (2) Hidden or latent defect;
  - (3) Rust;
  - (4) Corrosion; or

(5) Mechanical breakdown.

- d. The most we will pay for loss or damage in any one occurrence is \$25,000.

The Optional Coverages deductible applies to this coverage.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

#### 14. Outdoor Trees, Shrubs Or Plants

The limit of \$2,500 shown in Paragraph **c. Outdoor Property** under **6. Coverage Extensions** for Outdoor Trees, Shrubs or Plants only, is replaced by \$10,000, but not more than \$2,500 for any one tree, shrub or plant.

#### 15. Personal Property Off Premises

The limit of \$10,000 shown in Paragraph **b. Personal Property Off Premises** under **6. Coverage Extensions** is replaced by \$50,000.

#### 16. Pollutant Clean Up And Removal

The limit of \$10,000 shown in Paragraph **h. Pollutant Clean-up And Removal** under **5. Additional Coverages** is replaced by \$25,000.

#### 17. Surge Protection

- a. We will pay for loss of or damage to Electronic Data Processing Equipment caused by or resulting from a power supply disturbance when the Electronic Data Processing Equipment is connected to a functioning surge protection device.
- b. Only as used in this endorsement:
  - (1) Electronic Data Processing Equipment means equipment commonly referred to as hardware such as central processing units, monitors, keyboards, printers, tape or disk drives, modems and similar electronically controlled equipment that accepts information, processes it according to a plan and produces a desired result.
  - (2) Power supply disturbance means interruptions of power supply, power surge, blackout or brownout.
  - (3) Surge Protection device means any transient voltage surge suppression device or system which limits surge voltage surge suppression device or system which limits surge voltages by discharging or bypassing surge current and prevents continued



flow of current while remaining capable of repeating these functions.

The surge protection device must:

- (a) Be UL listed; and
- (b) Have a properly connected ground wire extended to the surge protection device. (This may be demonstrated through use of a site wiring fault indicator light on the surge protection device.)

A multiple outlet power strip is not considered a surge protection device. The most we will pay for loss or damage in any one occurrence is \$20,000.

This is additional insurance.

#### 18. Utility Services - Direct Damage And Time Element

- a. We will pay for loss of or damage to Covered Property, and Business Income or Extra Expense caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following:

- (1) Water Supply Property, meaning the following types of property supplying water to the described premises:

- (a) Pumping stations;
- (b) Water mains; and
- (c) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

- (2) Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including optic fiber transmission lines;
- (b) Coaxial cables; or
- (c) Microwave radio relays except satellites.

- (3) Power Supply Property, meaning the following types of property, located outside of a covered Building that supply electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; or
- (e) Transmission lines.

- b. As used in this endorsement, the term transmission lines includes all lines which service to transmit communication service or power, including lines which may be identified as distribution lines.

- c. Paragraph H.9.a.(1)(a) of the "Period of Restoration definition is replaced by the following:

- (a) Immediately after the time of direct physical loss or damage for Business Income Coverage; or

- d. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$25,000 for direct damage to Covered Property and \$25,000 for Business Income and Extra Expense.

Coverage under this endorsement does not apply to loss or damage to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".

This is additional Insurance.

#### 19. Valuable Papers And Records

The limit of \$10,000 for coverage at the described premises shown in Paragraph e.(3) Valuable Papers And Records under 6. Coverage Extensions is replaced by \$100,000. For "valuable papers and records" not at the described premises, the limit of \$5,000 is replaced by \$25,000.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

- B. Section II - Liability is amended as follows:

0000 00290038 000048 0000



1. The following is added to Paragraph **A. Coverages of Section II - Liability:**

**a. Damage to Property of Others**

- (1) We will pay for property damage to property of others caused by an insured. This coverage applies even if the insured is not negligent or legally liable.

At our option, we will either:

- (a) Pay the actual cash value of the property; or  
 (b) Repair or replace the property with other property of like kind and quality.

We will not pay for property damage:

- (a) To the extent of any amount recoverable under **Section I - Property** of this policy;  
 (b) When the claimant will collect for damages from any other insurance policy;  
 (c) Caused intentionally by any insured who has attained the age of 13; or

resulting from:

- (a) Business pursuits;  
 (b) Work performed for you or on your behalf by a subcontractor;  
 (c) Any act or omission in connection with any premises

owned, rented or controlled by any insured, other than an insured premises; or

- (d) The ownership, maintenance or use of any aircraft, watercraft, iceboat or land vehicle that is motor- or engine-propelled other than a golf cart.

- (2) The most we will pay for property damage to personal property of others in your care, custody or control is \$15,000 per occurrence.

**C. Section III - Common Policy Conditions (Applicable To Section I - Property And Section II - Liability)** is amended as follows:

**1. Identity Fraud Expense Coverage**

With respect to Identity Fraud Expense Coverage provided by this endorsement, Paragraph **H. Other Insurance** is replaced by the following:

**H. Other Insurance**

The coverage provided under this endorsement will be excess over any other insurance or agreement covering the same loss or damage, whether you can collect on it or not. But we will not pay more than the applicable limit of insurance provided under this endorsement.

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

**COLORADO CHANGES - DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT  
(CONDOMINIUMS, CO-OPS, ASSOCIATIONS)  
SILVER, GOLD, PLATINUM**

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT (CONDOMINIUMS, CO-OPS, ASSOCIATIONS)**

For the purposes of the coverage provided by Directors and Officers Liability Endorsement (Condominiums, Co-Ops, Associations), the following condition is added and supersedes any provision to the contrary:

**Your Right To Wrongful Act Or Claim Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding Directors and Officers Liability (Condominiums, Co-ops, Associations) Coverage Endorsement we have issued to you during the previous three years:

1. A list or other record of each "wrongful act" not previously reported to any other insurer, of which we were notified in accordance with Paragraph 1. of the Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim condition (Paragraph E.). We will include the date and brief description of the "wrongful act" if that information was in the notice we received.
2. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew the Directors and Officers Liability (Condominiums, Co-ops, Associations) Coverage Endorsement, we will provide such "claim" and "wrongful act" information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide the information within 30 days of receipt of the request.

We compile "claim" and "wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate "claim" and "wrongful act" information.

0000 00300038 000048 0000





POLICY NUMBER:

BUSINESSOWNERS  
BP 04 02 07 13

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

**ADDITIONAL INSURED – MANAGERS OR LESSORS  
OF PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>
<b>Additional Premium:     \$</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Liability** is amended as follows:

**A. The following is added to Paragraph C. Who Is An Insured:**

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds the following additional exclusions apply:**

This insurance does not apply to:

- Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

- Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
  - Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

0000 00310038 000048 0000



POLICY NUMBER:

BUSINESSOWNERS  
BP 05 47 07 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMPUTER FRAUD AND FUNDS TRANSFER FRAUD**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Coverage	Limit Of Insurance
Computer Fraud And Funds Transfer Fraud Coverage	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section I – Property** is amended as follows:

A. With respect to the coverage provided by this endorsement, Paragraph **A.4. Limitations** is amended as follows:

Subparagraph **a.(4)** does not apply.

B. The following is added to Paragraph **A.5. Additional Coverages:**

**Computer Fraud And Funds Transfer Fraud**

(1) The Computer Fraud And Funds Transfer Fraud Coverage limit shown in the Schedule of this endorsement is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

(a) To a person (other than a messenger) outside those premises; or

(b) To a place outside those premises.

(2) The Computer Fraud And Funds Transfer Fraud Coverage limit shown in the Schedule of this endorsement is the most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account".

C. With respect to the coverage provided by this endorsement, Paragraph **B. Exclusions** is amended as follows:

1. Paragraph **2.g. False Pretense** does not apply.

2. The following exclusion is added:

We will not pay for loss or damages caused by or resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

D. The following exclusion is added to Paragraph **b.** under **G.2. Money And Securities** Optional Coverages:

(4) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

(a) To a person (other than a messenger) outside those premises; or

(b) To a place outside those premises.

E. The following are added to Paragraph **H. Property Definitions:**

15. "Employee"

a. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

- (b) Who you compensate directly by salary, wages or commissions; and
  - (c) Who you have the right to direct and control while performing services for you;
- (2) Any natural person who is furnished temporarily to you:
- (a) To substitute for a permanent "employee", as defined in Paragraph (1), who is on leave; or
  - (b) To meet seasonal or short-term work load conditions;
- while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises;
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
- (4) Any natural person who is:
- (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan(s)" insured under this policy; and
  - (b) Your director or trustee while that person is handling "funds" or "other property" of any "employee benefit plan(s)" insured under this policy;
- (5) Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you; or
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the premises.
- b. "Employee" does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

- (2) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

16. "Fraudulent instruction" means:

- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- b. A written instruction (other than those described in Paragraph A.5.k.) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

17. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. By means of written instructions (other than those described in Paragraph A.5.k.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

0000 00320038 000048 0000



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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

The following provisions are added to the Businessowners Liability Coverage Form **BP 00 06** and **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or

- b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.



2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. 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;
- b. The act resulted in damage:
  - (1) Within the United States (including its territories and possessions and Puerto Rico); or
  - (2) Outside of the United States in the case of:
    - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.

0000 00330038 000048 0000



POLICY NUMBER:

**BUSINESSOWNERS**  
**BP 04 04 01 10**

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

## HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Coverage	Additional Premium
<b>A. Hired Auto Liability</b>	\$
<b>B. Non-owned Auto Liability</b>	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

**1. Hired Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**2. Non-owned Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

**B.** For insurance provided by this endorsement only:

**1.** The exclusions under Paragraph **B.1. Applicable To Business Liability Coverage** in **Section II – Liability**, other than Exclusions **a., b., d., f.** and **i.** and the **Nuclear Energy Liability Exclusion**, are deleted and replaced by the following:

**a.** "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

**b.** "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. Paragraph **C. Who Is An Insured in Section II – Liability** is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:
  - a. You;
  - b. Any other person using a "hired auto" with your permission;
  - c. For a "non-owned auto":
    - (1) Any partner or "executive officer" of yours; or
    - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
  - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.
2. None of the following is an insured:
  - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
  - b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph **H. Other Insurance in Section III – Common Policy Conditions** is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

0000 00340038 000048 0000



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

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH LIMITED  
BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**A. Exclusion B.1.q. of Section II – Liability** is replaced by the following:

This insurance does not apply to:

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- (1)** Damages, other than damages because of "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if 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 of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**B. The following is added to Paragraph B.1.p. Personal And Advertising Injury Exclusion of Section II – Liability:**

This insurance does not apply to:

**p. Personal And Advertising Injury**

"Personal and advertising injury":

Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if 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 of any access to or disclosure of any person's or organization's confidential or personal information.

0000 00350038 000048 0000



**BUSINESSOWNERS  
BP 04 39 07 02**

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

**ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following applies to Section II – Liability and supersedes any provision to the contrary:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (a)** The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (b)** The negligent:
  - (i)** Employment;

- (ii)** Investigation;
- (iii)** Supervision;
- (iv)** Reporting to the proper authorities, or failure to so report; or
- (v)** Retention;
  - of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **(a)** above.

**BUSINESSOWNERS  
BP 14 91 07 13**

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

# **AMENDMENT OF PERSONAL AND ADVERTISING INJURY DEFINITION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**Section II – Liability** is amended as follows:

Paragraph **14.e.** under Paragraph **F. Liability And Medical Expenses Definitions** does not apply.

0000 00360038 000048 0000







**FACTS**

**WHAT DOES AMERICAN FAMILY INSURANCE DO WITH YOUR PERSONAL INFORMATION?**



**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit based insurance scores
- Drivers license records and claims history

When you are no longer our customer, we continue to share your information as described in this notice.

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Family Insurance chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does American Family Insurance share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

**To limit our sharing** Call 1-888-312-2263 – when prompted you will be asked to provide your first name, middle initial (if applicable), last name, address, city, state and at least one of your policy numbers. Please also indicate if you are requesting to limit sharing for others on your policies. Please indicate their full names.

**Please note:**

If you are a new customer, or receiving this notice from us for the first time, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?** Please go to our website at [www.amfam.com/privacy-security](http://www.amfam.com/privacy-security)

**Who we are**

**Who is providing this notice?** This privacy notice is provided by American Family Mutual Insurance Company, S.I. and the affiliates as listed under the "Other important information" section of this notice (referred to collectively as "American Family Insurance").

0000 00370038 000048 0000



<b>What we do</b>	
<b>How does American Family Insurance protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does American Family Insurance collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Apply for insurance</li> <li>• Pay insurance premiums</li> <li>• File an insurance claim</li> <li>• Give us your contact information</li> <li>• Use your credit or debit card</li> </ul>
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your limit-sharing request will only apply to the names received in your request.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• The affiliates of American Family Mutual Insurance Company, S.I. include the companies identified under the "Other important information" section of this notice, and other affiliated companies within Homesite Group Incorporated and PGC Holdings Corp.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include our sales agents, mortgage companies and direct marketing companies.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partners include other financial services companies and insurance companies.</li> </ul>

<b>Other important information</b>	
<b>For Nevada residents only.</b> You have the right to place your telephone number on American Family Insurance's internal do not call list, which means we can contact you by telephone only in response to a specific request from you for information or in order to service any existing American Family Insurance business. For additional information about the Nevada do not call requirements, or to add your telephone number to our internal do not call list, contact American Family Insurance at 1-877-216-9232. For information on the Nevada state do not call law, contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Ste. 3900, Las Vegas, NV 90101, Phone: 1-702-486-3132, email: <a href="mailto:BCPINFO@ag.state.nv.us">BCPINFO@ag.state.nv.us</a>	
<b>For Vermont residents only.</b> We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at <a href="http://www.amfam.com/privacy-security">www.amfam.com/privacy-security</a> or call 1-800-692-6326.	
<b>For Georgia residents only.</b> NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.	
<b>For New Mexico residents only.</b> We are prohibited from disclosing information related to domestic abuse. In New Mexico an individual has certain rights as a Protected Person under N.M. Admin Code 13.7.5 and N. M. S. A 1978, § 59A-16B-4. If you would like to exercise any of those rights or want an explanation of those rights, please contact American Family Insurance at 1-800-MYAMFAM ext. 78082.	

**Other important information – continued**

**For our customers in AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, SC and VA only.**

You have the right to review information in your file. You may do so by writing to us at the address at the end of this section and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file. Use this address for requesting information in your file or for questions about the information in your file: **American Family Insurance, Attn: Consumer Affairs Department, 6000 American Pkwy., Madison, Wisconsin 53783-0001.**

**American Family Insurance Legal Entities:**

In addition to American Family Mutual Insurance Company, S.I., this privacy notice is provided by the following companies, which are all affiliates of American Family Mutual Insurance Company, S.I.: American Standard Insurance Company of Wisconsin, American Family Life Insurance Company, American Family Brokerage, Inc., American Family Insurance Company, American Standard Insurance Company of Ohio, and Midvale Indemnity Company. All companies are collectively referred to as "American Family Insurance" in this notice.

5000 00380038 000048 0000



