

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2 M-20-0002-FC06 F Z

RIVERWALK AT THE FRYINGPAN
CONDOMINIUM ASSOCIATION
PO BOX 3438
BASALT CO 81621-3438

Policy Number 96-EQ-A100-5

Policy Period	Effective Date	Expiration Date
12 Months	MAY 1 2023	MAY 1 2024

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address
CLOUD INS AND FIN SVCS INC
227 CODY LN UNIT 201
BASALT CO 81621-7601

PHONE : (970) 927-0419

Business Condominium Association Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgage/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: CONDO ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM	\$ 31,896.00	Sprinkler
Disaster Mitigation	\$ 2.00	Claim Record
Total Amount	\$ 31,898.00	

Discounts Applied:
Years in Business
Protective Devices
Age of Building

Prepared
JAN 17 2023
CMP-4000

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FOR REPORT TO REG. AUTHORITIES

RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for RIVERWALK AT THE FRYINGPAN
 Policy Number 96-EQ-A100-5

SECTION I - PROPERTY BLANKET

Coverage A - Buildings
 Coverage B - Business Personal Property

Limit of Insurance¹
 \$ 18,382,700
 \$ 31,200

Location Number	Location of Described Premises
001	227 MIDLAND AVE BASALT CO 81621-8114
002	229 MIDLAND AVE BASALT CO 81621-8375
003	231 MIDLAND AVE BASALT CO 81621-8383

¹ As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION II - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: 236.7
 Cov B - Consumer Price Index: 298.0

SECTION III - DEDUCTIBLES

Basic Deductible \$5,000

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for RIVERWALK AT THE FRYINGPAN
 Policy Number 96-EQ-A100-5

Special Deductibles

Money and Securities	\$250	Data Compromise	\$1,000
Employee Dishonesty	\$250	Equipment Breakdown	\$2,500

Other deductibles may apply - refer to policy.

SECTION 1 - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	See Schedule
Off Premises	See Schedule
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	See Schedule
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	See Schedule

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for RIVERWALK AT THE FRYINGPAN
 Policy Number 96-EQ-A100-5

Money And Securities (On Premises)	See Schedule
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	See Schedule
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	See Schedule
Signs	See Schedule
Valuable Papers And Records	
On Premises	See Schedule
Off Premises	See Schedule
Water Damage, Other Liquids, Powder Or Moist Material Damage	Included

SECTION 1 - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - SCHEDULE

The coverages and corresponding limits shown below apply only to the described premises as shown.

LOCATION	COVERAGE	LIMIT OF INSURANCE
0001	Signs	\$2,500
	Back-Up Of Sewer Or Drain	\$5,000
	Money And Securities (On Premises)	\$10,000
	Money And Securities (Off Premises)	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for RIVERWALK AT THE FRYINGPAN
 Policy Number 96-EQ-A100-5

	Accounts Receivable (On Premises)	\$50,000	
	Accounts Receivable (Off Premises)	\$15,000	
	Outdoor Property	\$5,000	
	Valuable Papers and Records (On Premises)	\$10,000	
	Valuable Papers and Records (Off Premises)	\$5,000	
0002	Signs	\$2,500	
	Back-Up Of Sewer Or Drain	\$5,000	
	Money And Securities (On Premises)	\$10,000	
	Money And Securities (Off Premises)	\$5,000	
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500	
	Accounts Receivable (On Premises)	\$50,000	
	Accounts Receivable (Off Premises)	\$15,000	
	Outdoor Property	\$5,000	
	Valuable Papers and Records (On Premises)	\$10,000	
	Valuable Papers and Records (Off Premises)	\$5,000	
0003	Signs	\$2,500	
	Back-Up Of Sewer Or Drain	\$5,000	
	Money And Securities (On Premises)	\$10,000	
	Money And Securities (Off Premises)	\$5,000	
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500	
	Accounts Receivable (On Premises)	\$50,000	
	Accounts Receivable (Off Premises)	\$15,000	
	Outdoor Property	\$5,000	
	Valuable Papers and Records (On Premises)	\$10,000	
	Valuable Papers and Records (Off Premises)	\$5,000	

SECTION II - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Data Compromise	
Legal And Forensic Information Technology Review	\$5,000
Per Occurrence	\$50,000
Employee Dishonesty	\$25,000

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for RIVERWALK AT THE FRYINGPAN
 Policy Number 96-EQ-A100-5

Identity Restoration	
Other Expenses	\$1,000
Case Management Services	12 months
Per Occurrence	\$35,000
Lost Wages And Supervision Expenses	\$5,000
Utility Interruption - Loss Of Income	\$100,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION III - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$10,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$2,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000
Directors and Officers Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section III - Liability in the Coverage Form and any attached endorsements.

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for RIVERWALK AT THE FRYINGPAN
 Policy Number 96-EQ-A100-5

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4561.4	*Policy Endorsement
CMP-4206.2	*Amendatory Endorsement
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4426	Business Condo Association
CMP-4746.1	Hired Auto Liability
FE-3650	Actual Cash Value Endorsement
CMP-4705.2	Loss of Income & Extra Expense
CMP-4815	Directors/Officers Endorsement
CMP-4710	Employee Dishonesty
CMP-4862	Building Ordinance or Law Cov
CMP-4709	Money and Securities
CMP-4706	Back-Up of Sewer or Drain
CMP-4990.1	Identity Restoration
CMP-4994	Data Compromise
CMP-4703.1	Utility Interruption Loss Incm
CMP-4769	Add Condo Prop Not Covered
FD-6007	Inland Marine Attach Dec
	* New Form Attached

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for RIVERWALK AT THE FRYINGPAN
 Policy Number 96-EQ-A100-5

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yowell
 Secretary

Michael F. Tignor
 President

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

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RENEWAL DECLARATIONS (CONTINUED)

Business Condominium Association Policy for RIVERWALK AT THE FRYINGPAN
 Policy Number 96-EQ-A100-5

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Colorado law requires that we provide the following information to you:

In addition to other allowable reasons for which your policy premium may have been adjusted upward or downward from your prior renewal, your premium increased due to the following:

An increase in the estimated cost of anticipated claims and expenses for State Farm's commercial multi-peril business in Colorado.

Please contact your State Farm agent if you have any questions about your policy.

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

M-20-0002-FC06 F Z

RIVERWALK AT THE FRYINGPAN
CONDOMINIUM ASSOCIATION
PO BOX 3438
BASALT CO 81621-3438

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	96-EQ-A100-5	
Policy Period	Effective Date	Expiration Date
12 Months	MAY 1 2023	MAY 1 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739 Inland Marine Conditions
FE-8743.1 Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
JAN 17 2023
FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	\$ 10,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 10,000		Included

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JAN 17 2023
FD-6007

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OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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Inland Marine Computer Prop and Loss of Income and Extra Expense coverage is provided by State Farm Mutual Insurance Company, Hartford, CT. All rights reserved.

FORM 23820 (01/2023)

IMPORTANT NOTICE**Regarding Changes to Your Policy**

CMP-4561.4 POLICY ENDORSEMENT is added to your State Farm® policy and replaces **CMP-4561.1 POLICY ENDORSEMENT**.

The following changes to your policy are effective with this policy term:

- **SECTION II – DEFINITIONS: Paragraph 18. Personal and Advertising Injury:**
 - Infringement of another's patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.
- **SECTION II – EXCLUSIONS: Paragraph 17. Personal and Advertising Injury:**
 - Damages from infringement of another's patent, trademark, or trade secret continue to be specifically excluded under this policy.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

***DISCLAIMER:** This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS is amended as follows:

- a. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
- b. The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.

2. Paragraph 2.f. Dishonesty under **SECTION I – EXCLUSIONS** is replaced by the following:

- f. **Dishonesty**
 - (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
 - (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

3. SECTION I — EXTENSIONS OF COVERAGE is amended as follows:

- a. Paragraph **4.a.(1)** under **Collapse** is replaced by the following:

(1) Collapse means an abrupt falling down or caving in of a building or any part of a building;

- b. Paragraph 5. is replaced by the following:

5. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific

point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

- c. Paragraph 13. is replaced by the following:

13. Personal Property Off Premises

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in SECTION I AND SECTION II — COMMON POLICY CONDITIONS does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

- d. The following is added to Paragraph 22.e. under **Equipment Breakdown**:

Paragraph 5.b. under **Coverage B – Business Personal Property** is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

- e. The following is added:

Business Personal Property In Portable Storage Units

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

- 4. SECTION II — LIABILITY is amended as follows:

- a. Section II – Exclusions is amended as follows:

- (1) The following is added to Paragraph 3. **Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- (2) Paragraph 8.f. under **Aircraft, Auto Or Watercraft** is replaced by the following:

- f. "Bodily injury" or "property damage" arising out of:

- (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged;
- (2) The operation of any of the following machinery or equipment:
 - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
- (3) The operation of your business from a land vehicle:
 - (a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and
 - (b) That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.
- (3) Paragraphs 17.b. and 17.c. under **Personal And Advertising Injury** are replaced by the following:
 - b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;
 - c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;
- (4) The last paragraph of 17.h. under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;
- (5) Paragraphs 18. **Electronic Data** and 19. **Recording And Distribution Of Material In Violation Of Law** are replaced by the following:

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

 - a. Damages 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

- b. 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 a. or b. above.

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.

19. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate

claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.

- b. Paragraph 1.d.(2) under **Coverage M – Medical Expenses** of **SECTION II – MEDICAL EXPENSES** is replaced by the following:

- (2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

- (a) Restrict us from performing our business functions in:
 - i. Obtaining records, bills, information, and data; or
 - ii. Using or retaining records, bills, information, and data collected or received by us;
- (b) Require us to violate federal or state laws or regulations;
- (c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or
- (d) Prevent us from disclosing claim information and data:
 - i. To enable performance of our business functions;
 - ii. To meet our reporting obligations to insurance regulators;
 - iii. To meet our reporting obligations to insurance data consolidators; and
 - iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

- c. **SECTION II — WHO IS AN INSURED** is amended as follows:

- (1) Paragraph 1.c. does not apply.
- (2) Paragraphs 2.b.(1) and (4) are replaced by the following:
 - (1) “Employees” with respect to “bodily injury” to:
 - (a) Any co-“employee” arising out of and in the course of the co-“employee’s” em-

ployment or while performing duties related to the conduct of your business; or

- (b) The spouse, child, parent, brother, or sister of that co-“employee” as a consequence of Paragraph (a) above;
 - (4) The owner of a “non-owned auto” or any agent of or any person or entity employed by such owner.
- d. Paragraph 2.b. under **Financial Responsibility Laws** of **SECTION II — GENERAL CONDITIONS** does not apply.
- e. **SECTION II — DEFINITIONS** is amended as follows:

- (1) Paragraph 2. is replaced by the following:

2. “Auto” means:

- a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

- (2) The following is added to Paragraph 15. “mobile equipment”:

However, “mobile equipment” does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

5. The following is added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**:

Our Rights Regarding Claim Information

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.

- b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:
- (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
 - (2) Using any of the items described in Paragraph b.(1) above; or
 - (3) Retaining:
 - (a) Any of the items in Paragraph b.(1) above; or
 - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph b.(1) above and any of the information described in Paragraph b.(3)(b) above:
- (1) To enable performance of our business functions;
 - (2) To meet our reporting obligations to insurance regulators;
 - (3) To meet our reporting obligations to insurance data consolidators;
 - (4) To meet other obligations required by law; and
 - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs a., b., and c. above shall not be impaired by any:
- (1) Authorization related to any claim submitted under this policy; or
 - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.
- All other policy provisions apply.

CMP-4561.4

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(CONTINUED)

IMPORTANT NOTICE**Regarding Changes to Your Policy**

CMP-4206.2 AMENDATORY ENDORSEMENT (Colorado) is added to your State Farm policy and replaces **CMP-4206.1 AMENDATORY ENDORSEMENT (Colorado)**.

Editorial changes have been made to the following provisions:

- **SECTION I – CONDITIONS, Mortgagee Clause**
- **SECTION I AND SECTION II – CONDITIONS, Cancellation**
- **SECTION I AND SECTION II – CONDITIONS, When We Do Not Renew**

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

***DISCLAIMER:** This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

AMENDATORY ENDORSEMENT (Colorado)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. When used in this policy or in any endorsement attached to this policy, the word "spouse" is replaced with "spouse or party to a civil union recognized under Colorado law".
2. Paragraphs 2.b.(6) and 2.b.(7) under **Mortgageholders of the Property General Conditions** are replaced by the following:
 - (6) If we cancel this policy, we will provide notice to the mortgageholder at least:
 - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
 - (7) If we elect not to renew this policy, we will provide notice to the mortgageholder at least 10 days before the expiration date of this policy.
3. Paragraph 8. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** is replaced by the following:
 8. **Premiums**
 - a. The first Named Insured shown in the Declarations:
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums we pay.
 - b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
 - c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - (1) Paid to us prior to the anniversary date; and
 - (2) Determined in accordance with Paragraph b. above.
 Our forms then in effect will apply.
 - d. Undeclared exposures or change in your business operation, acquisition or use of premises may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy

period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

- e. The premium for this policy may vary based upon:

- (1) The purchase of other insurance from the "State Farm Companies";
- (2) The purchase of products or services from an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
- (3) An agreement, concerning the insurance provided by this policy, that the "State Farm Companies" has with an organization in which you have a membership, or of which you are a subscriber, licensee, or franchisee.

- f. Your purchase of this policy may allow:

- (1) You to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the "State Farm Companies", subject to their applicable eligibility rules; or
- (2) The premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the "State Farm Companies" or by an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

4. The following Conditions are added to SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

a. Increase In Premium Or Decrease In Coverage

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we provide notice of our intention, including the actual reason, to the first Named Insured at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

(2) Cancellation Of Policies In Effect For:

(a) Less than 60 Days

If this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel this policy by providing to the first Named Insured notice of cancellation at least:

- i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- ii. 30 days before the effective date of cancellation if we cancel for any other reason.

(b) 60 Days Or More

- i. If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- 1) Nonpayment of premium;
- 2) A false statement knowingly made by the insured on the application for insurance; or
- 3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.

- ii. If we cancel, we will provide notice of cancellation to the first Named Insured:

- 1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

- 2) At least 45 days before the effective date of cancellation, if we cancel for any other reason.
 - (3) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - (4) If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - (5) If this policy insured more than one Named Insured:
 - (a) The first Named Insured may affect cancellation for the account of all insureds; and
 - (b) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.
- c. When We Do Not Renew**
- If we decide not to renew this policy, we will provide notice of nonrenewal to the first Named Insured shown in the Declarations at least 45 days before:
- (1) The expiration date; or
 - (2) The anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- All other policy provisions apply.

CMP-4206.2

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act. The term "act of terrorism" means 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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