

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.**

MADISON, WISCONSIN 53783-0001

**BUSINESSOWNERS POLICY****DECLARATIONS**POLICY NUMBER  
05XP917901CUSTOMER BILLING ACCOUNT  
016-950-033 06

NAMED INSURED SOUTHVIEW II CONDOMINIUM ASSOCIATION

MAILING ADDRESS C/O SILVER MOUNTAIN PROPERTIES  
326 HIGHWAY 133 STE 120  
CARBONDALE, CO 81623-1568POLICY PERIOD FROM 10-01-2018 TO 10-01-2019  
12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS CORPORATION

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

**SECTION I PROPERTY**

ALL PROPERTY COVERAGES ARE SUBJECT TO THE FOLLOWING:

COVERED CAUSES OF LOSS SPECIAL - RISK OF DIRECT PHYSICAL LOSS

COVERAGE PROVIDED INSURANCE AT THE FOLLOWING DESCRIBED PREMISES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN UNLESS COVERAGE IS PROVIDED BY AN ENDORSEMENT.

**DESCRIPTION OF PREMISES**PREMISES NO. 0001 BUILDING NO. 001  
LOCATION 1115 1149 COLORADO AVE  
CARBONDALE CO 81623BUILDING INTEREST LEASED TO OTHERS  
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 18  
CONSTRUCTION FRAME  
YEAR BUILT 1980

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 370

POLICY PROPERTY DEDUCTIBLE \$1,000

**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	\$1,712,111	\$2,652.00

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

AGENT 143-307  
JOHN D BELL AGENCY, INC.  
350 HIGHWAY 133 STE 1  
CARBONDALE, CO 81623-1650PHONE  
970-963-5711  
970-963-5712PAGE 0001  
BRANCH MSC014 RENW  
ENTRY DATE 08-01-2018

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.**

MADISON, WISCONSIN 53783-0001

**BUSINESSOWNERS POLICY****POLICY NUMBER**  
05XP917901**DECLARATIONS****CUSTOMER BILLING ACCOUNT**  
016-950-033 06

Property forms and endorsements applying to this premises and made part of this policy at time of issue:  
Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 17 09 15      BP 84 11 07 98      BP 85 11 12 08

**APPLICABLE PROPERTY ENDORSEMENT CHARGES**      **\$223.00**

**TOTAL ADVANCE PROPERTY PREMIUM**      **\$2,875.00**

Property forms and endorsements applying to all premises and made part of this policy at time of issue:  
Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 06 01 01 07      BP 83 01 07 98      BP 83 02 01 07

**SECTION II LIABILITY AND MEDICAL EXPENSES**

Except for Damage To Premises Rented To You, each paid claim for the following 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.

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
AGGREGATE LIMIT (OTHER THAN PRODUCTS COMPLETED OPERATIONS)	\$4,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$4,000,000

DAMAGE TO PREMISES RENTED TO YOU - ANY ONE PREMISES	\$50,000
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LIABILITY - EACH OCCURENCE LIMIT	\$2,000,000
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PREM 0001 BLDG 001      MEDICAL EXPENSES - ANY ONE PERSON	\$5,000
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<b>LOCATION</b>	<b>PREMIUM BASIS</b>	<b>RATE</b>	<b>ADVANCE PREMIUM</b>
PREMISES NO. 0001      BUILDING NO. 001	18 UNITS		\$83.00

**TOTAL ADVANCE BUSINESS LIABILITY PREMIUM**      **\$83.00**

Liability forms and endorsements applying to all premises and made part of this policy at time of issue:  
Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 04 17 07 02	BP 04 39 07 02	BP 04 54 01 06	BP 04 93 01 06
BP 05 17 01 06	BP 05 77 01 06	BP 10 05 07 02	BP 14 60 06 10
BP 15 04 05 14	BP 84 24 01 07	BP 85 04 07 10	BP 85 05 07 98CO
BP 85 10 07 98	BP 85 12 01 06	IL 75 26 12 05	

**TOTAL ADVANCE BUSINESS PREMIUM**      **\$2,958.00**

**This premium may be subject to adjustment.**

**AGENT** 143-307  
JOHN D BELL AGENCY, INC.  
350 HIGHWAY 133 STE 1  
CARBONDALE, CO 81623-1650

**PHONE**  
970-963-5711  
970-963-5712

**PAGE** 0002  
**BRANCH** MSC014      **RENW**  
**ENTRY DATE** 08-01-2018

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.**

MADISON, WISCONSIN 53783-0001

**BUSINESSOWNERS POLICY**

**POLICY NUMBER**

05XP917901

**DECLARATIONS**

**CUSTOMER BILLING ACCOUNT**

016-950-033 06

Forms and endorsements applying to property and liability at all premises and made part of this policy at time of issue:  
Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP IN 01 01 06	BP 00 03 01 06	BP 01 81 11 13	BP 05 01 07 02
BP 05 15 01 15	BP 05 24 01 15	BP 05 41 01 15	BP 80 01 05 17
BP 87 01 08 10	BP 87 90 08 10		

AUTHORIZED REPRESENTATIVE



Jack Sabomel  
President



Secretary

COUNTERSIGNED  
LICENSED RESIDENT AGENT

AGENT 143-307  
 JOHN D BELL AGENCY, INC.  
 350 HIGHWAY 133 STE 1  
 CARBONDALE, CO 81623-1650

PHONE  
 970-963-5711  
 970-963-5712

PAGE 0003  
 BRANCH MSC014 RENW  
 ENTRY DATE 08-01-2018

**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.

POLICY NUMBER: 05XP917901

BUSINESSOWNERS  
BP 85 11 12 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
BUILDING AND BUSINESS PERSONAL PROPERTY CHANGES**

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

<b>SCHEDULE*</b>				
<b>Premises No.</b>	<b>Building No.</b>	<b>Auxiliary Building/Structure Description</b>	<b>Auxiliary Building/ Structure Limit</b>	<b>Auxiliary Buildings Business Personal Property Limit</b>
<p>* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>				

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

**A. Paragraph A.1. Covered Property** is replaced with the following:

Covered Property includes Building as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, Auxiliary Buildings/Structures as described under Paragraph **c.** below, Auxiliary Buildings Business Personal Property as described under Paragraph **d.** below, or all four, 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, Business Personal Property, Auxiliary Buildings/Structures, Auxiliary Buildings Business Personal Property, or all four, there is no coverage for property described under Paragraph **A.2. Property Not Covered.**

- a.** Building, means the described building shown in the Declarations, including:
- (1) Completed additions;
  - (2) Fixtures, including outdoor fixtures;
  - (3) Permanently installed:
    - (a) Machinery; and
    - (b) Equipment;
  - (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
  - (5) Personal property owned by you that is used to maintain or service the described building or the premises, including:
    - (a) Fire extinguishing equipment;
    - (b) Outdoor furniture;
    - (c) Floor coverings; and
    - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
  - (6) If not covered by other insurance:
    - (a) Additions under construction, alterations and repairs to the described building;
    - (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 described building.
- b.** Business Personal Property located in or on the described building at the premises shown in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, including:
- (1) Property you own that is used in your business;
  - (2) 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)**;
  - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

- (a) Made a part of the described building you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (4) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**; and
  - (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.
- c.** Auxiliary Buildings/Structures, meaning the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Completed additions;
  - (2) Fixtures;
  - (3) Permanently installed:
    - (a) Machinery; and
    - (b) Equipment;
  - (4) Personal property owned by you that is used to maintain or service the auxiliary buildings/structures, including:
    - (a) Fire extinguishing equipment;
    - (b) Floor coverings; and
    - (c) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
  - (5) If not covered by other insurance:
    - (a) Additions under construction, alterations and repairs to the auxiliary buildings/structures;
    - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the auxiliary buildings/structures, used for making additions, alterations or repairs to the auxiliary buildings/structures.
- d.** Auxiliary Buildings Business Personal Property located in or on the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Property you own that is used in your business;
  - (2) 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)**;
  - (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**.
- B.** The following is added to **E.3.**, Property Loss Conditions – Duties In the Event of Loss or Damage:
- (10) Keep records of your property in such a way that we can accurately determine the amount of any loss.