



AMERICAN FAMILY INSURANCE COMPANY  
PO BOX 1781  
DILLON CO 80435-1781

AmFam.com

I-800-MY AMFAM® (692-6326)

October 15, 2024

APRES SHORES OWNERS ASSOCIATION INC  
PO BOX 915  
SILVERTHORNE CO 80498-0915

*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
91004-72718-85	624-890-842-80	12/19/2024

Thank you for putting your trust in American Family Insurance Company! We value your business and work hard to protect what's important to you.

### What is in this packet?

- **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.

### What should I do?

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

### Anything else I should know?

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

American Family Insurance Company  
1-800-MY AMFAM (1-800-692-6326) Ext. 76000

### Your Agent is:

Cassandra Schultz

cschultz@amfam.com

256 DILLON RIDGE RD  
Dillon CO 80435-5405  
970-668-6600

62927 US HIGHWAY 40  
Granby CO 80446-9322  
970-887-9770

## NOTICE TO POLICYHOLDERS

**This notice describes changes in your insurance policy. This notice is not a part of your policy. For complete information on all coverages, terms, conditions and exclusions, please review your policy and its coverage summary. If there is any conflict between your policy and this notice, the provisions of the policy shall prevail.**

### EXCLUSION – BIOMETRIC DATA, IDENTIFIERS OR INFORMATION, BPF 85 26 05 22

We are adding form BPF 85 26 05 22, Exclusion – Biometric Data, Identifiers Or Information to your renewal Businessowners policy with us. This form excludes liability coverage for claims arising out of, based upon, attributable to, or in any way relating to the unauthorized or illegal use of biometric data, biometric identifiers, or biometric information on others, directly or indirectly by you. Please read the exclusion carefully.



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PO BOX 915  
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*Regarding your Businessowners Policy*

## Important information pertaining to your renewal policy

Thank you for allowing American Family Insurance to insure your business. We value you as a customer and work to provide you with the coverage to best fit your insurance needs.

Your expiring policy provides optional Equipment Breakdown coverage via form BP 00 03 – Businessowners Coverage Form - under Optional Coverage G.4. Equipment Breakdown Protection Coverage.

We are excited to let you know your renewal policy will provide enhanced Equipment Breakdown coverage using form BPF 84 88 01 24, Equipment Breakdown Enhancement Endorsement.

Endorsement BPF 84 88 01 24 provides coverage for all buildings on your policy.

A portion of these additional coverages, features and benefits include:

- Mechanical, electrical, fiber optic or electronic equipment.
- Boilers, pressure vessels, vacuum vessels.
- Pollutant clean up and removal (\$250,000 maximum coverage).
- Refrigerant contamination (\$250,000 maximum coverage).
- Spoilage from lack of power, light; heat; steam; or refrigeration (\$250,000 maximum coverage).
- Data restoration (\$100,000 maximum coverage).

It is important that you review this enhancement endorsement carefully with your agent to ensure it meets your business needs.

**Note that this coverage is optional to your policy.** If you determine that you do not want to keep this coverage on your policy, notify your agent to have it removed and you will receive the applicable premium credit for the coverage.

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

AMERICAN FAMILY INSURANCE COMPANY

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Cassandra Schultz

256 DILLON RIDGE RD  
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970-668-6600

62927 US HIGHWAY 40  
Granby CO 80446-9322  
970-887-9770

cschultz@amfam.com

# EQUIPMENT BREAKDOWN COVERAGE FOR LANDLORDS AND COMMUNITY ASSOCIATIONS

## Help keep your property running smoothly

Your investment property or association is part of the dream you work hard for every day. That's why your policy with American Family Insurance is a key step toward safeguarding it. From fire to theft to liability damages, your current policy helps protect your property and preserve your bottom line.

But sometimes you can face unexpected — and costly — issues *in and around* your building(s) which are not covered under your base policy. Whether it's a mechanical breakdown, an electronic breakdown resulting in data loss, or an equipment breakdown leading to loss of rental income, it's important to shield your investment property or association from these types of potential risks, too.

That's where our Equipment Breakdown coverage can help!



## WHY YOU NEED EQUIPMENT BREAKDOWN COVERAGE

When you add Equipment Breakdown coverage to your policy, you'll help protect equipment and systems that are essential to the physical and financial stability of your investment property or association.

Equipment Breakdown coverage helps pay for the repair or replacement of a range of equipment that may be accidentally damaged or destroyed due to a mechanical, electrical or pressure systems breakdown. In addition, it helps cover the loss of rental income if any of your units become uninhabitable due to these breakdowns. Certain boilers and pressure vessels require state-mandated jurisdictional inspections, which is also provided as part of the Equipment Breakdown coverage.



**Below are a few examples of how claims may be covered under American Family's Equipment Breakdown coverage:**

CLAIM TYPE	CLAIM EXAMPLE
	<p><b>Mechanical, electrical, fiber optic or electronic equipment</b></p> <p>Power fluctuations caused damage to the control boards of a refrigerator and an oven. Due to the age of the appliances, parts were unavailable for repairs, and both units had to be replaced.</p> <p><b>Estimated Property Damage: \$3,500</b></p>
	<p><b>Spoilage from lack of power, light, heat, steam or refrigeration (\$250,000 maximum coverage)</b></p> <p>A refrigerator compressor shorted, resulting in food loss and extensive damage that required the unit to be replaced. Limited replacement options delayed the process for several weeks, and the landlord had to offer one month of rent abatement. Coverage was extended for the cost to replace the refrigerator, food spoilage and loss of rent.</p> <p><b>Estimated Property Damage: \$3,625</b>  <b>Estimated Spoilage: \$2,300</b>  <b>Estimated Business Interruption: \$1,875</b></p>
	<p><b>Data restoration (\$100,000 maximum coverage)</b></p> <p>A landlord's computer hard-drive crashed and had to be sent to a data restoration specialist. Some of the valuable electronic records were not recoverable, leading to a minor income loss. Coverage was extended for the cost to replace the hard drive and recover the data, as well as lost income.</p> <p><b>Estimated Property Damage: \$950</b>  <b>Estimated Business Income: \$3,920</b>  <b>Estimated Data Restoration: \$4,680</b></p>

**GIVE YOUR INVESTMENT PROPERTY OR ASSOCIATION THE PROTECTION IT DESERVES**

At American Family, we've spent decades protecting rental properties and understand the unique responsibilities and challenges you face. It's why our Equipment Breakdown coverage is carefully designed to enhance your policy and help you operate your rental property or association with confidence.

**Curious what adding Equipment Breakdown coverage to your policy could mean for you?  
Reach out to your agent for more info and a quote today.**

The information in this brochure represents only a brief description of coverages, is not part of your policy, and is not a promise or guarantee of coverage. If there is any conflict between this information and your policy, the provisions of the policy will prevail. Insurance policy terms and conditions may apply. Exclusions may apply to policies, endorsements, or riders. Coverage may vary by state and may be subject to change. Some products are not available in every state. Please read your policy and contact your agent for assistance.

Equipment Breakdown Coverage underwritten by American Family Insurance Company, American Standard Insurance Company of Ohio



**Insure carefully, dream fearlessly.**

**AmFam.com**  
1-800-MYAMFAM (692-6326)





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October 15, 2024

APRES SHORES OWNERS ASSOCIATION INC  
PO BOX 915  
SILVERTHORNE CO 80498-0915

*Regarding your Businessowners Policy*

## Notice of Increase in Premium

Please review information below.

Policy Number	Effective Date	Renewal Premium
91004-72718-85	12/19/2024	\$35,806.03

American Family Insurance is committed to ensuring our customers' coverage and premium accurately reflects their current situation. As part of this effort, we regularly review accounts for continued eligibility and other factors.

You are hereby notified in accordance with terms and conditions of the above mentioned policy and in accordance with law, the policy will be renewed effective on the date shown above at 12:01am, standard time, at the address shown in the policy, subject to the higher premium shown in this notice.

**Note that the change in premium is based on your expiring policy premium and may include both rate changes, changes to rating factors and any changes in exposures.**

This letter does not provide coverage or change Policy Provisions. Please read your policy for complete information regarding this change.

Thank you for being our customer. Your agent has received a copy of this letter. You have a right to cancel your policy. If you have questions about this notice or need assistance making changes to your policy, please contact your agent listed below or call us at 1-800-MY AMFAM (1-800-692-6326).

Commercial Lines Underwriting  
1-800-MY AMFAM (1-800-692-6326)

**AMERICAN FAMILY INSURANCE COMPANY**

**Your American Family Agent is:**

Cassandra Schultz

256 DILLON RIDGE RD  
Dillon CO 80435-5405  
970-668-6600

62927 US HIGHWAY 40  
Granby CO 80446-9322  
970-887-9770

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

## 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](http://amfam.com)

### Named Insured And Mailing Address

Apres Shores Owners Association Inc  
PO Box 915  
Silverthorne CO 80498-0915

### Policy Information

Policy number	Policy period	Billing account number
91004-72718-85	12/19/2024 to 12/19/2025 12:01 A.M. Standard Time at your mailing address shown above.	624-890-842-80

### Business and Operations Information

Year Started: 2023

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.

Policy Number: 91004-72718-85

**Premium Information**

<b>Total Advance Premium Per Term (Excluding Surcharges and Terrorism):</b>	\$35,535.63
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<b>Certified Acts of Terrorism Premium (may include state mandated fire loss coverage premium):</b>	\$219.85
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<b>Total Advance Premium Per Term:</b>	\$35,806.03
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<b>Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):</b>	\$34,156.73
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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.

**Policy Level Coverages****Property Causes Of Loss**

Causes Of Loss .....	Risks of Direct Physical Loss
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**General Liability**

Liability And Medical Expense Limit .....	\$2,000,000 Per Occurrence
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Medical Expense Limit .....	\$10,000
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Other Than Products/Completed Operations Aggregate.....	\$4,000,000
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Products/Completed Operations Aggregate .....	\$4,000,000
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**Computer Fraud And Funds Transfer Fraud Coverage**

Limit .....	\$100,000
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**Condominium Enhancement** .....

Refer to BPF 87 90
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Level .....	Platinum
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**Employee Dishonesty**

Includes Forgery Or Alteration
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Limit .....	\$100,000 Per Occurrence
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Deductible .....	\$1,000
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**Equipment Breakdown Protection Coverage** .....

Refer to BPF 84 88
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**Hired Auto And Non-Owned Auto Liability** .....

Refer to BP 04 04
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**Agent Information**

Cassandra Schultz

cscultz@amfam.com

256 DILLON RIDGE RD  
Dillon CO 80435-5405  
970-668-6600

62927 US HIGHWAY 40  
Granby CO 80446-9322  
970-887-9770

AUTHORIZED  
REPRESENTATIVE

President

Secretary

Policy Number: 91004-72718-85

<b>Location 1 - Location Level Coverages</b>
<b>Location 1 - Location Details</b>
<b>Program:</b> Condo/Townhouse Associations
<b>Location Address:</b> 740 BLUE RIVER PKWY SILVERTHORNE CO 80498-5339
<b>Location Description:</b>
<b>Windstorm Or Hail Deductible</b>
Deductible ..... 5%

Policy Number: 91004-72718-85

**Location 1 Building 1 - Building Level Coverages****Location 1 Building 1 - Building Level Details****Building Address:** 740 BLUE RIVER PKWY SILVERTHORNE CO 80498-5339**Occupancy:** Residential Condominiums without Mercantile**Building Interest:** Owner - Leased to Other**Building Description:** 740 Blue River Parkway Building D**Per Building Property Deductible (Apply Per Building, Per Occurrence)**

Deductible ..... \$25,000

**Water Damage Or Ice Damming Deductible - Per Unit**

Deductible ..... \$10,000

**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 ..... \$1,000,000

Coverage 2 Limit Of Insurance ..... \$500,000

Coverage 3 Limit Of Insurance ..... \$500,000

Cov 2 And 3 Combined Limit Of Insurance .....

Cov 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 ..... \$300,000

Deductible ..... \$10,000

Policy Number: 91004-72718-85

**Location 1 Building 2 - Building Level Coverages****Location 1 Building 2 - Building Level Details****Building Address:** 740 BLUE RIVER PKWY SILVERTHORNE CO 80498-5339**Occupancy:** Residential Condominiums without Mercantile**Building Interest:** Owner - Leased to Other**Building Description:** 740 Blue River Parkway Building C**Per Building Property Deductible (Apply Per Building, Per Occurrence)**

Deductible ..... \$25,000

**Water Damage Or Ice Damming Deductible - Per Unit**

Deductible ..... \$10,000

**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 ..... \$1,000,000

Coverage 2 Limit Of Insurance ..... \$500,000

Coverage 3 Limit Of Insurance ..... \$500,000

Cov 2 And 3 Combined Limit Of Insurance .....

Cov 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 ..... \$300,000

Deductible ..... \$10,000

Policy Number: 91004-72718-85

**Location 1 Building 3 - Building Level Coverages****Location 1 Building 3 - Building Level Details****Building Address:** 740 BLUE RIVER PKWY SILVERTHORNE CO 80498-5339**Occupancy:** Residential Condominiums without Mercantile**Building Interest:** Owner - Leased to Other**Building Description:** 740 Blue River Parkway Building B**Per Building Property Deductible (Apply Per Building, Per Occurrence)**

Deductible ..... \$25,000

**Water Damage Or Ice Damming Deductible - Per Unit**

Deductible ..... \$10,000

**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 ..... \$1,000,000

Coverage 2 Limit Of Insurance ..... \$500,000

Coverage 3 Limit Of Insurance ..... \$500,000

Cov 2 And 3 Combined Limit Of Insurance .....

Cov 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 ..... \$300,000

Deductible ..... \$10,000

Policy Number: 91004-72718-85

<b>Location 1 Structures</b>	
<b>Location 1 - Structure Level Coverages</b>	
<b>Valuation Method</b>	..... Replacement Cost
<b>Per Location Property Deductible for Structures (Apply Per Location, Per Occurrence)</b>	
Deductible	..... \$1,000
<b>Scheduled Structures</b>	
Structure Description	..... Carports
Limit Of Insurance	..... \$53,800

Policy Number: 91004-72718-85

Blanket Property Insurance			
Blanket Number: 1		Limit Of Insurance: \$22,093,000	
The schedule below identifies blanketed property for Blanket Number 1			
Premises Number	Building Number	Location	Type of Covered Property
1	1	Location 1: 740 BLUE RIVER PKWY, SILVERTHORNE, CO	Building
1	2	Location 1: 740 BLUE RIVER PKWY, SILVERTHORNE, CO	Building
1	3	Location 1: 740 BLUE RIVER PKWY, SILVERTHORNE, CO	Building
1		Location 1: 740 BLUE RIVER PKWY, SILVERTHORNE, CO	Scheduled Structures
See Blanket Coverage - Statement of Values for individual property details.			

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

Policy Number: 91004-72718-85

Forms And Endorsements		
Form Number	Edition Date	Title
BP 00 03	07 13	Businessowners Coverage Form
BP 04 04	01 10	Hired Auto And Non-Owned Auto Liability
BP 04 12	04 17	Limitation Of Coverage To Designated Premises, Project Or Operation
BP 04 17	01 10	Employment-Related Practices Exclusion
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 15	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act
BP 05 17	01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 23	01 15	Cap On Losses From Certified Acts Of Terrorism
BP 05 38	01 15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism
BP 05 47	07 13	Computer Fraud And Funds Transfer Fraud
BP 05 77	01 06	Fungi Or Bacteria Exclusion (Liability)
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 15 04	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
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 83 03	08 18	Windstorm Or Hail Percentage Deductibles
BPF 83 09	08 18	Water Damage Or Ice Damming Deductible - Per Unit
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

Policy Number: 91004-72718-85

Forms And Endorsements (continued)		
Form Number	Edition Date	Title
BPF 84 88	01 24	Equipment Breakdown Enhancement Endorsement
BPF 85 25	08 18	Marijuana Exclusion
BPF 85 26	05 22	Exclusion - Biometric Data, Identifiers or Information
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
CFRN 015	05 22	Notice to Policyholders - Exclusion - Biometric Data, Identifiers or Information
CFRN 026	09 23	Notice of Increase in Premium
CFRN 035	01 24	Notice to Policyholders - Equipment Breakdown Enhancement Endorsement
IL 75 26	12 05	Colorado Endorsement Change
PLCF 28835	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.

POLICY NUMBER: 91004-72718-85

BUSINESS OWNERS  
BP 04 12 04 17**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

**SCHEDULE****A. Premises:**

See Schedule of Locations on Declaration

**B. Project Or Operation:**

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

Section II – Liability is amended as follows:

**A. Paragraph A.1.b.(1) is replaced by the following:**

- (1) To "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
  - (a) The "bodily injury" or "property damage":
    - (i) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
    - (ii) Arises out of the project or operation shown in the Schedule;
  - (b) The "bodily injury" or "property damage" occurs during the policy period; and
  - (c) Prior to the policy period, no insured listed under Paragraph C.1. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be

deemed to have been known before the policy period.

**B. Paragraph A.1.b.(2) is replaced by the following:**

- (2) To "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

- (a) The offense arises out of your business:
  - (i) Performed on the premises shown in the Schedule; or
  - (ii) In connection with the project or operation shown in the Schedule; and

- (b) The offense was committed during the policy period.

However, with respect to Paragraph A.1.b.(2)(a)(i), if the "personal and advertising injury" is caused by:

- (a) False arrest, detention or imprisonment; or
- (b) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

**C.** Paragraph **A.2.a. Medical Expenses** is replaced by the following:

- a.** We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
  - (1)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
  - (2)** Arises out of the project or operation

shown in the Schedule;  
provided that:

- (a)** The accident takes place during the policy period;
- (b)** The expenses are incurred and reported to us within one year of the date of the accident; and
- (c)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

POLICY NUMBER: 91004-72718-85

BUSINESS OWNERS  
BP 14 78 07 13**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:

## BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Description Of Rental Unit
1	1	Residential Condominiums without Mercantile
1	2	Residential Condominiums without Mercantile
1	3	Residential Condominiums 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.

POLICY NUMBER: 91004-72718-85

BUSINESS OWNERS  
BPF 83 03 08 18**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Windstorm Or Hail Deductible Percentage (Enter 1%, 2%, 5%, 7% or 10%)
	%
	%
	%

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

The following provisions apply to **Section I – Property**:

The Windstorm Or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm Or Hail.

With respect to Covered Property at a premises identified in the Schedule, no other deductible applies to Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

### **WINDSTORM OR HAIL DEDUCTIBLE CALCULATION**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 5%, 7% or 10% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. If a blanket Limit of Insurance is applicable to the property that has sustained loss or damage, we will deduct an amount equal to 1%, 2%, 5%, 7% or 10% (as shown in the Schedule) of the value applicable to the property as shown in the Statement of Values – Blanket Coverage. This Deductible is calculated separately for, and

applies separately to:

1. Each Building that sustains loss or damage;
2. Each Scheduled Structure that sustains loss or damage;
3. Each Unscheduled Structure that sustains loss or damage;
4. The personal property at each Building, Scheduled Structure or Unscheduled Structure at which there is loss or damage to personal property;
5. Personal property in the open.

If there is damage to both personal property and the Building, Scheduled Structure or Unscheduled Structure that the personal property is located inside, separate deductibles apply to the personal property and to the Building, Scheduled Structure or Unscheduled Structure.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the applicable percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

**EXAMPLE – APPLICATION OF DEDUCTIBLE**

The amounts of loss to the damaged property are \$60,000 (Building), \$25,000 (Scheduled Structure) and \$40,000 (personal property in Building).

The actual Limits of Insurance on the damaged property are \$80,000 on the Building, \$50,000 on the Scheduled Structure and \$64,000 on the personal property.

The Deductible is 2%.

**BUILDING**

Step (1):  $\$80,000 \times 2\% = \$1,600$

Step (2):  $\$60,000 - \$1,600 = \$58,400$

**SCHEDULED STRUCTURE**

Step (1):  $\$50,000 \times 2\% = \$1,000$

Step (2):  $\$25,000 - \$1,000 = \$24,000$

**PERSONAL PROPERTY**

Step (1):  $\$64,000 \times 2\% = \$1,280$

Step (2):  $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$121,120 (\$58,400 + \$38,720 + \$24,000). The portion of the total loss that is not covered due to the application of the Deductible is \$3,880 (\$1,600 + \$1,280 + \$1,000).

POLICY NUMBER: 91004-72718-85

BUSINESS OWNERS  
BPF 84 21 08 21**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WATER BACK-UP AND SUMP OVERFLOW (BUILDING)**

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS 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.

POLICY NUMBER: 91004-72718-85

BUSINESS OWNERS  
BPF 84 64 08 21**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ORDINANCE OR LAW COVERAGE**

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS 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 **not** 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:

- 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".

BUSINESS OWNERS  
BPF 84 88 01 24

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

### EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESS OWNERS COVERAGE FORM

Read the entire endorsement carefully to determine rights, duties and what is and is not covered.

#### SECTION I - PROPERTY

##### A. Coverage

###### 4. Limitations

With respect to this endorsement only, the following **Limitations** in **Section I - Property** do not apply:

###### A.4.a.(1) and A.4.a.(2)

###### 5. Additional Coverages

With respect to this endorsement only, **Additional Coverage A.5.h. in Section I - Property** is replaced by the following:

###### h. Pollutant Clean Up and Removal

We will pay for the pollutant clean-up, removal, repair or replacement of damaged Covered Property resulting from an "equipment breakdown". The most we will pay for the Pollutant Clean Up and Removal is \$250,000.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

With respect to this endorsement only, the following are added to the **Additional Coverages in Section I - Property**, as a part of, and not in addition to, the limit per loss:

###### s. Expediting Expenses

We will pay for the expediting expense costs incurred resulting from an "equipment breakdown" with respect to your damaged Covered Property. We will pay the "reasonable extra cost" to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement.

"Reasonable extra cost" shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation.

###### t. Refrigerant Contamination

We will pay the loss from contamination by refrigerant used in refrigerating, cooling or humidity control equipment at the described premises as a result of an "equipment breakdown".

The most we will pay for Refrigerant Contamination is \$250,000.

###### u. Spoilage

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an "equipment breakdown" to Covered Property.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freezing, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most we will pay for Spoilage is \$250,000.

###### v. Temperature Fluctuation

We will pay for loss of "perishable goods" only caused by or resulting from any condition or event to Covered Property that can be resolved by calibrating, re-setting, tightening, adjusting or cleaning.

However, we will not pay for loss of "perishable goods" as a result of resetting the power supply to the Covered Property containing the "perishable goods".

The most we will pay for this Temperature Fluctuation is \$5,000 including any insurance provided for Business Income or Extra Expense.

**w. CFC Refrigerants**

We will pay for the "additional cost" to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances as the result of an "equipment breakdown".

"Additional cost" means those in excess of what would have been required to repair or replace Covered Property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage Coverages provided by this endorsement or any insurance provided for Business Income, caused by the presence of a refrigerant containing CFC substances.

We pay no more than the least of the following:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

**x. Computer Equipment**

We will pay for loss or damage to your "computer equipment" caused by an "equipment breakdown".

**y. Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore the lost information on electronic media and records as a result of an "equipment breakdown". The most we will pay for Data Restoration is \$100,000.

**z. Service Interruption**

Any insurance provided for Business Income, Extra Expense, Spoilage or Data Restoration is extended to apply to your loss, damage or expense caused by an "equipment breakdown" to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission or "cloud computing". The equipment must meet the definition of "equipment breakdown" except that it is not Covered Property.

**aa. Risk Improvement**

If Covered Property suffers direct physical loss or damage due to an "equipment breakdown", we will pay for the insured to improve the "power quality" of the electrical system or equipment at the loss location where the "equipment breakdown" occurred. "Power quality" means the conditions that allow electrical systems or equipment to operate as intended by limiting voltage fluctuations and other power influences that would adversely affect the operational performance and/or reduce the reliability, or the lifespan of the electrical system.

We will pay the reasonable extra cost to improve "power quality" for the following electrical systems and/or equipment improvements:

- (1) Installation of surge protection devices (SPD's) which are installed at the loss location's line disconnect, load disconnect, or on specific pieces of equipment and that are certified by Underwriter Laboratories (UL) or has an equivalent certification.

However, SPD's do not include any SPD's which are cord-connected surge strips, direct plug-in SPD's or receptacle SPD's;

- (2) An upgrade and/or replacement of; electrical panels, switchgear and/or circuit breakers; or
- (3) Electrical wire and wiring improvements which include installation of; flexible conduit,

junction boxes and/or ground wiring.

We will not pay more than 10%, to a maximum limit of \$10,000, of the loss amount paid. An invoice for implementation of this Additional Coverage must be sent to us within 180 days after the payment of the loss is received.

#### **bb. Off-Premises Coverage**

We will pay for loss or damage to Covered Property resulting from a covered "equipment breakdown" while temporarily at a premises or location that is not a described premises.

The most we will pay for Off-Premises Coverage is \$25,000.

#### **B. Exclusions**

With respect to this endorsement only, the following **Exclusions** in **Section I - Property** do not apply:

##### **B.2.a., B.2.d. and B.2.l (6)**

#### **F. Property General Conditions**

With respect to this endorsement only, the following are added to the **Property General Conditions** in **Section I - Property**:

##### **5. Suspension**

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension/coverage reinstatement to:

- a. Your last known address; or
- b. The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

##### **6. Jurisdictional Inspections**

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

##### **7. Environmental, Safety and Efficiency Improvements**

If Covered Property requires replacement due to an "equipment breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer, or more energy efficient than the equipment being replaced.

However, we will not pay more than 150% of what the cost would have been to repair or replace with like kind and quality. This Condition does not apply to any property to which actual cash value applies.

#### **8. Green Environmental and Efficiency Improvements**

If Covered Property requires repair or replacement due to an "equipment breakdown", we will pay:

- a. The lesser of the reasonable and necessary additional cost incurred by you to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "green". Like kind and quality includes similar size and capacity.
- b. The additional reasonable and necessary fees incurred by you for an accredited professional certified by a "green authority" to participate in the repair or replacement of physically damaged Covered Property as "green".
- c. The additional reasonable and necessary cost incurred by you for certification or recertification of the repaired or replaced Covered Property as "green".
- d. The additional reasonable and necessary cost incurred by you for "green" in the removal, disposal or recycling of damaged Covered Property.
- e. The Business Income loss during the additional time required for repair or replacement of Covered Property, consistent with "green", in the coverages above.

We will not pay more than 150%, to a maximum limit of \$100,000, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.

**Green Environmental and Efficiency Improvements** does not cover any of the following:

- a. Covered Property does not include stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which you are legally liable, or personal property of others.
- b. Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- c. Any loss covered under any other section of this policy.
- d. Any cost incurred due to any law or ordinance with which you were legally obligated to comply prior to the time of the "equipment breakdown".

## G. OPTIONAL COVERAGES

With respect to this endorsement only, Paragraph G.1.c. (5) of the **Outdoor Signs Optional Coverage** in **Section I - Property** does not apply.

With respect to this endorsement only, the provisions of this endorsement supersede **Optional Coverage G.4. Equipment Breakdown Protection Coverage**.

## H. PROPERTY DEFINITIONS

With respect to this endorsement only, the first Paragraph in **Property Definition 12.** in **Section I - Property** is replaced by the following:

**12.** "Specified causes of loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; "equipment breakdown".

With respect to this endorsement only, the following are added to the **Property Definitions in Section I - Property**:

**15.** "Cloud computing" means on-demand network access to a shared pool of computing resources via networks, servers, storage, applications and services provided by an organization with whom you have a contract with using the following service models: Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) on the following deployment

models: public cloud, community cloud, hybrid cloud and private cloud.

- 16.** "Computer equipment" means Covered Property that is electronic computer or other data processing equipment, including peripherals used in conjunction with such equipment and electronic media and records.
- 17.** "Electronic equipment" means devices which operate using many small electrical parts such as, but not limited to, microchips, transistors or circuits.
- 18.** "Electronic equipment deficiency" means the quality or condition inside of "electronic equipment" which renders this equipment unexpectedly inoperable and which is operable again once a piece of "electronic equipment" has been replaced.

However, "electronic equipment deficiency" will not include replacement of "electronic equipment" for any condition that could have been resolved without replacement of the "electronic equipment" including but not limited to "computer equipment" maintenance or the reinstallation or incompatibility of software.

- 19.** "Equipment breakdown" as used herein means:
  - a. Physical loss or damage both originating within:
    - (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
      - (a) Waste disposal piping;
      - (b) Any piping forming part of a fire protective system;
      - (c) Furnaces; and
      - (d) Any water piping other than:
        - (i) Boiler feed water piping between the feed pump and the boiler;
        - (ii) Boiler condensate return piping; or
        - (iii) Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

- (2) All mechanical, electrical, fiber optic equipment or "electronic equipment"; and
  - b. Caused by, resulting from, or consisting of:
    - (1) Mechanical breakdown;
    - (2) Electrical or electronic breakdown and "electronic equipment deficiency"; or
    - (3) Rupture, bursting, bulging, implosion, or steam explosion.
- However, "equipment breakdown" will not mean:
- a. Physical loss or damage caused by or resulting from any of the following; however, if loss or damage not otherwise excluded results, then we will pay for such resulting damage:
    - (1) Wear and tear;
    - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
    - (3) Smog;
    - (4) Settling, cracking, shrinking or expansion;
    - (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
    - (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software; or

- (7) Scratching and marring.
- b. Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:
  - Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freezing, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.
- 20. "Green" means products, materials, methods and processes certified by a "green authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
- 21. "Green authority" means an authority on "green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), Green Building Initiative Green Globes (GREEN GLOBES®), ENERGY STAR® rating system or any other recognized "green" rating system.
- 22. "Perishable goods" means stock preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
- 23. "Production machinery" means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

All other terms, provisions and conditions of the policy remain the same.

POLICY NUMBER: 91004-72718-85

BUSINESSOWNERS  
BPF 86 13 08 18**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: 740 BLUE RIVER PKWY, SILVERTHORNE, CO	Building	Residential Condominiums without Mercantile	\$6,904,200
1	1	2	Location 1: 740 BLUE RIVER PKWY, SILVERTHORNE, CO	Building	Residential Condominiums without Mercantile	\$8,720,400
1	1	3	Location 1: 740 BLUE RIVER PKWY, SILVERTHORNE, CO	Building	Residential Condominiums without Mercantile	\$6,414,600
1	1		Location 1: 740 BLUE RIVER PKWY, SILVERTHORNE, CO	Scheduled Structures	Carports	\$53,800

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.**

<b>Applicant or Insured</b>	<b>Producer</b>
<p>All property values submitted are 100% of the replacement cost value to the best of my knowledge and American Family can reply 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>
Signed:	Signed:
Name: <u>Apres Shores Owners Association Inc</u>	Name: <u>Cassandra J Schultz</u>
Title: _____	Producer ID: <u>505165</u>
Date: <u>10/Primaryinsured/2018</u>	Date: _____

POLICY NUMBER: 91004-72718-85

BUSINESS OWNERS  
BPF 83 09 08 18**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WATER DAMAGE OR ICE DAMMING DEDUCTIBLE – PER UNIT**

This endorsement modifies insurance provided under the following:

## BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Water Damage or Ice Damming Deductible \$

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

**A. Section I – Property** is changed as follows:

1. The following is added to Paragraph **D. Deductibles**:
  - a. If loss or damage caused by or resulting from covered water damage, including "Ice Damming" occurs, we will not pay for such loss or damage in any one occurrence until the amount of loss or damage to any one "unit" exceeds the Water Damage or Ice Damming Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.
  - b. For the purpose of this endorsement, "Ice Damming" means damage caused by water leaking into the interior of a building as a result of:
    - (1) Weight of snow, ice or sleet; or
    - (2) Thawing or re-freezing of snow, ice or sleet.
  - c. This deductible does not apply to loss or damage:
    - (1) Caused by water discharged by a fire protective system in response to a fire; or
    - (2) Covered by a Water Back-up and Sump Overflow Endorsement if made a part of this policy
  - d. For the purposes of this endorsement, "unit" means an individual residential or commercial unit within an apartment building, dwelling, condominium, commercial condominium, or other community association building.
  - e. This deductible applies separately to each damaged "unit".
- f. If the Property Deductible shown in the Declarations is greater than the sum of the Water Damage or Ice Damming Deductible applicable to the loss or damage at all "units", we will apply the Property Deductible instead of the Water Damage or Ice Damming Deductible.
- g. **Example #1**  
The policy covers one building at one location. Six "units" suffer water damage of \$5,000 for a total damage of \$30,000 in one occurrence.  
Building Limit of Insurance .....\$1,000,000  
Property Deductible .....\$5,000  
Water Damage or Ice Damming Deductible .....\$2,500  
The applicable deductible is \$15,000 (6 x \$2,500) because the Water Damage or Ice Damming Deductible is greater than the Property Deductible. The loss payment is \$15,000 (\$30,000 - \$15,000).
- h. **Example #2**  
The policy covers one building at one location. One unit suffers water damage of \$10,000 in one occurrence.  
Building Limit of Insurance .....\$1,000,000  
Property Deductible .....\$5,000  
Water Damage or Ice Damming Deductible .....\$2,500  
The applicable deductible is \$5,000 because the Property Deductible is greater than the Water Damage or Ice Damming Deductible of \$2,500. The loss payment is \$5,000 (\$10,000 - \$5,000).

**i. Example #3**

The policy covers one building each at two locations. Six units at each location suffer water damage of \$10,000 for a total damage of \$120,000 in one occurrence.

Building Limit of Insurance

Location 1.....\$2,000,000

Building Limit of Insurance

Location 2.....\$1,000,000

Property Deductible \$20,000

Water Damage or Ice Damming

Deductible .....\$2,500

The applicable deductible is \$30,000 ( $12 \times \$2,500$ ) because the sum of the Water Damage or Ice Damming Deductible is greater than the Property Deductible. The loss payment is \$90,000 (\$120,000 - \$30,000).

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

## **BUILDING LIMIT INFLATION PROTECTION COVERAGE**

This endorsement modifies insurance provided under the following:

### **BUSINESS OWNERS 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.

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**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.

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**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

- (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.****EXCLUSION – BIOMETRIC DATA, IDENTIFIERS OR INFORMATION**

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS COVERAGE FORM**

**A. The following exclusion is added to Paragraph B.  
Exclusions in Section II – Liability:**

**Biometric Identifiers Information**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an actual or alleged "biometric claim" based upon, attributable to, arising out of, or in any way relating to, directly or indirectly, "biometric data", "biometric identifier(s)", or "biometric identifier(s) information".

This exclusion extends to any damages claimed for costs incurred by the insured for identity fraud notification, credit monitoring, forensic review, data recovery or public relations restoration.

**B. The following are added to Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability:**

1. "Biometric claim" means any claim, suit, or demand based upon, arising out of, or in any way relating to the capture, collection, storage, use, possession, transmission, dissemination, release, destruction, purchase, transfer, sale, lease, trade, disclosures (before and after collection), permission or written consent to collect and use, or retention and protection of "biometric data", "biometric identifier(s)" or "biometric identifier(s) information", whether asserted under any local, state or federal statute, law, or regulation (including, without limitation, the Illinois Biometric Information Privacy Act and all other similar local, state and federal statutes which directly or indirectly pertain to "biometric data", "biometric identifier(s)" or "biometric identifier(s) information") or under any common law legal theory (including, without limitation, invasion of privacy or intrusion upon seclusion)
2. "Biometric data" means the measurement of an individual's features and characteristics resulting from specific technical processing relating to the physical, physiological or

behavioral identifiers of a natural person, which allow or confirm the unique establishment of that natural person, such as "biometric identifier(s)" or "dactyloscopic data".

3. "Biometric identifier(s)" means:
  - a. DNA;
  - b. Written signature;
  - c. Computer navigation (mouse or touch-pad) patterns;
  - d. Keystroke patterns or rhythms;
  - e. Behavioral patterns;
  - f. Retinal, eyeball or iris scan;
  - g. Fingerprints;
  - h. Footprints;
  - i. Voiceprints or voice recordings;
  - j. Vascular scans or vein patterns;
  - k. Scans of hand, palm or face geometry;
  - l. Gait patterns or rhythms;
  - m. Sleep, health or exercise data;
4. "Biometric identifier(s) information" means any information, regardless of how it is captured, collected, converted, stored or shared based on an individual's "biometric identifier(s)", and used by itself or with other information to identify an individual, and the personally attributable physical, psychological or behavioral characteristics of a natural person which allow or confirm the unique identification of that natural person.
5. "Dactyloscopic data" means fingerprint images, images of fingerprint latents, palm prints, palm print latents and templates of such images, when captured, collected, stored and dealt with in an automated fingerprint identification system database.

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

## CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

### BUSINESS OWNERS 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;

- (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.

BUSINESSOWNERS  
BPF 87 90 08 21

**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 **o.** **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

**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.

**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:

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.

BUSINESS OWNERS  
BP 05 38 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

### BUSINESS OWNERS 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 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, 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.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal 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.

POLICY NUMBER:

BUSINESS OWNERS  
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:

## BUSINESS OWNERS COVERAGE FORM

## SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability	\$
B. Non-owned Auto Liability	\$

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.

**BUSINESS OWNERS  
BP 15 04 05 14**

**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:

### **BUSINESS OWNERS 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:

BUSINESS OWNERS  
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:

BUSINESS OWNERS 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.

**BUSINESS OWNERS  
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:

### **BUSINESS OWNERS 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.

BUSINESS OWNERS  
BP 05 23 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

### BUSINESS OWNERS COVERAGE FORM

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

#### A. CAP ON CERTIFIED TERRORISM LOSSES

"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:

1. 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
2. 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.

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.

- B. 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.

POLICY NUMBER:

BUSINESS OWNERS  
BP 05 15 12 20

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	<b>\$</b>
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
(Refer to Paragraph <b>B</b> . in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### **B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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.

## You have elected to purchase terrorism insurance coverage

No action is required if you do not want to change your 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](http://amfam.com)

Policy number	Renewal date
91004-72718-85	12/19/2024

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.

Our records indicate you have 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 do not want to continue 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.

We will add the exclusion endorsement to your policy as of the renewal date indicated above.

All other terms and conditions of your policy remain unchanged. You will continue to receive Offer of Coverage and Disclosure of Premium information at each policy renewal, as required by TRIA.

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:

Cassandra Schultz

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

256 DILLON RIDGE RD  
Dillon CO 80435-5405  
970-668-6600

62927 US HIGHWAY 40  
Granby CO 80446-9322  
970-887-9770

**\* 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](http://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.

## Disclosure Of Premium

Your premium for "certified acts of terrorism" coverage for your renewal term is found on the enclosed renewal information. The premium is based on the coverages you have selected and your renewal 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. The Alternative Premium for the "certified acts of Terrorism - fire only" coverage, if applicable, can be found on the enclosed renewal information. The Alternative Premium is not included in the Total Advance Premium.

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 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 to purchase coverage for "certified acts of terrorism" for the policy referenced on the enclosed renewal information. If you wish to continue receiving this coverage, you do not need to do anything, and the coverage will be extended throughout the renewal term of your policy.

However, if you do not want to continue receiving coverage for "certified acts of terrorism," please indicate your decision to reject coverage for "certified acts of terrorism" by:

- A. Checking the box below;
- B. Signing this notice; and
- C. Returning this notice in the provided envelope.

**I do not wish to purchase coverage** for "certified acts of terrorism." I understand that as a result, an exclusion for losses caused by acts of terrorism will be made part of this policy.

*If you choose not to continue receiving 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 reject 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 rejecting coverage for "certified acts of terrorism", please sign and return this notice.**

<b>Insured's Signature</b>		
<b>Named Insured</b> Apres Shores Owners Association Inc		<b>Date</b>
<b>Policy Number</b> 91004-72718-85	<b>Producer ID</b> 505165	<b>Policy Expiration Date</b> 12/19/2024

FACTS	WHAT DOES AMERICAN FAMILY INSURANCE DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	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.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit based insurance scores</li> <li>• Drivers license records and claims history</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	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
<b>To limit our sharing</b>	<p>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.</p> <p><b>Please note:</b></p> <p>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.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	Please go to our website at <a href="http://www.amfam.com/privacy-security">www.amfam.com/privacy-security</a>	
<b>Who we are</b>		
<b>Who is providing this notice?</b>	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").	

**Page 2**

<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>• Give us your contact information</li> <li>• Pay insurance premiums</li> <li>• Use your credit or debit card</li> <li>• File an insurance claim</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.

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### 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.