

32-0058-00  
TRUENORTH COMPANIES LC  
8480 E ORCHARD RD STE 6200  
GREENWOOD VILLAGE CO 80111-5029

# ***Auto-Owners*** **INSURANCE**

LIFE • HOME • CAR • BUSINESS

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PO Box 30660 • Lansing, MI 48909-8160  
517.323.1200

01-27-2022

Owners Insurance Company

PINERIDGE HOMEOWNERS ASSOCIATION  
C/O BARB SAENGER  
7525 PINERIDGE TRL  
CASTLE PINES CO 80108-4602

You can view your policy or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

Your agency's phone number is 303-740-8101.

RE: Policy 124632-74042474-22

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company and program may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

***Serving Our Policyholders and Agents Since 1916***

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

Policy Number: 124632-74042474-22  
Insurance Company: OWNERS INSURANCE COMPANY  
Renewal Effective Date: 03-26-2022

Dear Policyholder,

Thank you for choosing Auto-Owners Insurance. Your policy is set to renew on the renewal effective date shown above. This letter gives you advance notice of changes to your premium, deductibles or coverage:

Your renewal premium will be: \$1,252.00 or \$1,183.00 if paid in full.  
(Calculated changes are based on your current policy information. Your actual premium could vary if the information on file is incorrect or if your needs and renewal coverages change.)

Changes in deductibles \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reduction of limits \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reduction or Removal of Coverage \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other SEE ATTACHED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

TRUENORTH COMPANIES LC  
8480 E ORCHARD RD STE 6200  
GREENWOOD VILLAGE CO 80111-5029  
303-740-8101

## NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

59595 (4-21)

**\*\*\* IMPORTANT NOTICE \*\*\***  
**STATUTORY REVISIONS**

Dear Policyholder,

Colorado Statute 3 CCR 702-5, Regulation 5-1-20 was recently adopted by the Commissioner of Insurance. As a result, rating practices that results in different rates being applied to new policyholders and existing policyholders are generally not allowed. This has required us to make changes to our rating plans that may affect this renewal pricing or the pricing of renewals in the future.

This notice is for informational purposes only. Please review your policy carefully.

If you have questions, please contact your Auto-Owners agency.

59595 (4-21)

Page 1 of 1

59605 (10-21)

**\*\*\* IMPORTANT NOTICE \*\*\***

Dear Policyholder,

Colorado Revised Statutes 24-33.5-1619 creates the Natural Disaster Mitigation Enterprise to administer a grant program, provide public education, and supply technical assistance to local governments concerning natural hazard mitigation. A Colorado Natural Disaster Mitigation Enterprise Fee of \$2.00 will be charged on all new business and renewal policies which contain a Colorado location with an effective date of March 01, 2022 and after. This fee will be displayed on your Declarations.

This notice is for informational purposes only. Please review your policy carefully. If you have questions, please contact your Auto-Owners agency.

59605 (10-21)

Page 1 of 1

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY TRUENORTH COMPANIES LC  
32-0058-00 MKT TERR 127 303-740-8101

Renewal Effective 03-26-2022

**POLICY NUMBER 124632-74042474-22**

INSURED PINERIDGE HOMEOWNERS ASSOCIATION  
C/O BARB SAENGER

Company Use 74-46-CO-1203

ADDRESS 7525 PINERIDGE TRL  
CASTLE PINES CO 80108-4602

Company  
Bill

Policy Term	
12:01 a.m.	12:01 a.m.
to	
03-26-2022	03-26-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

**COMMON POLICY INFORMATION**

**Business Description:** Hoa

**Entity:** Corporation

**Program:** Service

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$210.00
MINIMUM PROPERTY PLUS PREMIUM ADJUSTMENT (CP)	\$146.00
MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)	\$39.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$670.00
MINIMUM PREMIUM ADJUSTMENT (GL)	\$185.00
COLORADO NATURAL DISASTER MITIGATION ENTERPRISE FEE	\$2.00
<b>TOTAL</b>	<b>\$1,252.00</b>
<b>PAID IN FULL DISCOUNT</b>	<b>\$69.00</b>
<b>TOTAL POLICY PREMIUM IF PAID IN FULL</b>	<b>\$1,183.00</b>
<b>THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</b>	
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.	

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):  
IL0017 (11-85) 55003 (07-12) 59390 (11-20)

Countersigned By: \_\_\_\_\_

Owners Ins. Co.

Issued 01-27-2022

AGENCY TRUENORTH COMPANIES LC  
32-0058-00 MKT TERR 127Company POLICY NUMBER 124632-74042474-22  
Bill 74-46-CO-1203

INSURED PINERIDGE HOMEOWNERS ASSOCIATION

Term 03-26-2022 to 03-26-2023

54104 (07-87)

**COMMERCIAL PROPERTY COVERAGE**

55198 (12-10)

**STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$100,000
BAILEES	\$5,000
	\$2,500 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD	\$50,000
DEBRIS REMOVAL	\$25,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$25,000
EMPLOYEE DISHONESTY	\$15,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$10,000
	\$2,500 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	\$5,000
FORGERY AND ALTERATION	\$10,000
MONEY AND SECURITIES INSIDE PREMISES	\$15,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$15,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY DECLARATIONS
OUTDOOR PROPERTY	\$15,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	\$10,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$15,000
POLLUTANT CLEAN UP AND REMOVAL	\$25,000
PROPERTY IN TRANSIT	\$25,000
PROPERTY OFF PREMISES	\$25,000
REFRIGERATED PRODUCTS	\$10,000
SALESPERSON'S SAMPLES	\$10,000



Owners Ins. Co.

Issued 01-27-2022

AGENCY TRUENORTH COMPANIES LC  
32-0058-00 MKT TERR 127

Company POLICY NUMBER 124632-74042474-22  
Bill 74-46-CO-1203

INSURED PINERIDGE HOMEOWNERS ASSOCIATION

Term 03-26-2022 to 03-26-2023

55198 (12-10)

**STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

COVERAGE	LIMIT
UTILITY SERVICES FAILURE	\$50,000
VALUABLE PAPERS AND RECORDS ON PREMISES	\$50,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$10,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$15,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (03-13)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	64000 (12-10)			

**Coverages Provided**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

**LOCATION 0001 - BUILDING 0001**

**Location:** 7525 Pineridge Ter, Castle Pines, CO 80108-8260

**Occupied As:** Stone Structure

**Secured Interested Parties:** None

**Rating Information**

Territory: 180	County: Douglas
Program: Service	Construction: N/A
Protection Class: 01	Class Code: 1190
Spcl Class Rate - Property In The Open: 0.076	

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PROPERTY IN THE OPEN			\$5,000		
Causes of Loss					
Basic Group I	80%	\$250		0.042	\$2.00
Basic Group II	80%	\$250		0.265	\$13.00
Special	80%	\$250		0.069	\$3.00
Theft	80%	\$250			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		\$250	See Form 54843		\$1.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$1.00
Tier: Standard					

Owners Ins. Co.

Issued 01-27-2022

AGENCY TRUENORTH COMPANIES LC  
32-0058-00 MKT TERR 127

Company POLICY NUMBER 124632-74042474-22  
Bill 74-46-CO-1203

INSURED PINERIDGE HOMEOWNERS ASSOCIATION

Term 03-26-2022 to 03-26-2023

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$250	Incl in Bldg Limit		Included
Coverage B-Demolition		\$250	\$12,500		Included
Coverage C-Increased Cost		\$250	\$12,500		Included

Forms that apply to this building:

54835 (07-08)	IL0169 (02-93)	IL0017 (11-85)	IL0003 (07-02)	59350 (01-15)
59319 (03-15)	64224 (01-16)	64310 (06-18)	64238 (02-20)	64326 (07-19)
59325 (12-19)	64321 (08-19)	CP0090 (07-88)	64000 (12-10)	64010 (12-10)
64020 (12-10)	59526 (08-13)	64004 (12-10)	54843 (07-19)	59390 (11-20)

**LOCATION 0001 - BUILDING 0002**

**Location:** 7525 Pineridge Ter, Castle Pines, CO 80108-8260

**Occupied As:** Stone Structure

**Secured Interested Parties:** None

**Rating Information**

Territory: 180	County: Douglas
Program: Service	Construction: N/A
Protection Class: 01	Class Code: 1190
Spcl Class Rate - Property In The Open: 0.076	

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PROPERTY IN THE OPEN			\$5,000		
Causes of Loss					
Basic Group I	80%	\$250		0.042	\$2.00
Basic Group II	80%	\$250		0.265	\$13.00
Special	80%	\$250		0.069	\$3.00
Theft	80%	\$250			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		\$250	See Form 54843		\$1.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$1.00
Tier: Standard					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$250	Incl in Bldg Limit		Included
Coverage B-Demolition		\$250	\$12,500		Included
Coverage C-Increased Cost		\$250	\$12,500		Included

Owners Ins. Co.

Issued 01-27-2022

AGENCY TRUENORTH COMPANIES LC  
32-0058-00 MKT TERR 127

Company POLICY NUMBER 124632-74042474-22  
Bill 74-46-CO-1203

INSURED PINERIDGE HOMEOWNERS ASSOCIATION

Term 03-26-2022 to 03-26-2023

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0169 (02-93)	IL0017 (11-85)	59350 (01-15)
59319 (03-15)	64224 (01-16)	64310 (06-18)	64238 (02-20)	64326 (07-19)
59325 (12-19)	64321 (08-19)	CP0090 (07-88)	64000 (12-10)	64010 (12-10)
64020 (12-10)	64004 (12-10)	54843 (07-19)	59390 (11-20)	

**LOCATION 0001 - BUILDING 0003**

**Location:** 7525 Pineridge Ter, Castle Pines, CO 80108-4602

**Occupied As:** Stone Structure

**Secured Interested Parties:** None

**Rating Information**

Territory: 180	County: Douglas
Program: Service	Construction: N/A
Protection Class: 01	Class Code: 1190
Spcl Class Rate - Property In The Open: 0.076	

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PROPERTY IN THE OPEN			\$10,000		
Causes of Loss					
Basic Group I	80%	\$250		0.042	\$4.00
Basic Group II	80%	\$250		0.265	\$27.00
Special	80%	\$250		0.069	\$7.00
Theft	80%	\$250			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		\$250	See Form 54843		\$1.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$3.00
Tier: Standard					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$250	Incl in Bldg Limit		Included
Coverage B-Demolition		\$250	\$12,500		Included
Coverage C-Increased Cost		\$250	\$12,500		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0169 (02-93)	IL0017 (11-85)	59350 (01-15)
59319 (03-15)	64224 (01-16)	64310 (06-18)	64238 (02-20)	64326 (07-19)
59325 (12-19)	64321 (08-19)	CP0090 (07-88)	64000 (12-10)	64010 (12-10)
64020 (12-10)	64004 (12-10)	54843 (07-19)	59390 (11-20)	

**LOCATION 0001 - BUILDING 0004**

**Location:** 7525 Pineridge Ter, Castle Pines, CO 80108-8260

**Occupied As:** Stone Structure

Owners Ins. Co.

Issued 01-27-2022

AGENCY TRUENORTH COMPANIES LC  
32-0058-00 MKT TERR 127

Company POLICY NUMBER 124632-74042474-22  
Bill 74-46-CO-1203

INSURED PINERIDGE HOMEOWNERS ASSOCIATION

Term 03-26-2022 to 03-26-2023

**Secured Interested Parties:** None

**Rating Information**

Territory: 180 County: Douglas  
 Program: Service Construction: N/A  
 Protection Class: 01 Class Code: 1190  
 Spcl Class Rate - Property In The Open: 0.076

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PROPERTY IN THE OPEN			\$10,000		
Causes of Loss					
Basic Group I	80%	\$250		0.042	\$4.00
Basic Group II	80%	\$250		0.265	\$27.00
Special	80%	\$250		0.069	\$7.00
Theft	80%	\$250			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		\$250	See Form 54843		\$1.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$3.00
Tier: Standard					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$250	Incl in Bldg Limit		Included
Coverage B-Demolition		\$250	\$12,500		Included
Coverage C-Increased Cost		\$250	\$12,500		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0169 (02-93)	IL0017 (11-85)	59350 (01-15)
59319 (03-15)	64224 (01-16)	64310 (06-18)	64238 (02-20)	64326 (07-19)
59325 (12-19)	64321 (08-19)	CP0090 (07-88)	64000 (12-10)	64010 (12-10)
64020 (12-10)	64004 (12-10)	54843 (07-19)	59390 (11-20)	

**LOCATION 0001 - BUILDING 0005**

**Location:** 7525 Pineridge Ter, Castle Pines, CO 80108-8260

**Occupied As:** Mail Kiosk

**Secured Interested Parties:** None

**Rating Information**

Territory: 180 County: Douglas  
 Program: Service Construction: N/A  
 Protection Class: 01 Class Code: 1190  
 Spcl Class Rate - Property In The Open: 0.076

Owners Ins. Co.

Issued 01-27-2022

AGENCY TRUENORTH COMPANIES LC  
32-0058-00 MKT TERR 127

Company POLICY NUMBER 124632-74042474-22  
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INSURED PINERIDGE HOMEOWNERS ASSOCIATION

Term 03-26-2022 to 03-26-2023

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PROPERTY IN THE OPEN			\$20,500		
Causes of Loss					
Basic Group I	80%	\$250		0.042	\$9.00
Basic Group II	80%	\$250		0.265	\$54.00
Special	80%	\$250		0.069	\$14.00
Theft	80%	\$250			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		\$250	See Form 54843		\$2.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$6.00
Tier: Standard					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$250	Incl in Bldg Limit		Included
Coverage B-Demolition		\$250	\$12,500		Included
Coverage C-Increased Cost		\$250	\$12,500		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0169 (02-93)	IL0017 (11-85)	59350 (01-15)
59319 (03-15)	64224 (01-16)	64310 (06-18)	64238 (02-20)	64326 (07-19)
59325 (12-19)	64321 (08-19)	CP0090 (07-88)	64000 (12-10)	64010 (12-10)
64020 (12-10)	64004 (12-10)	54843 (07-19)	59390 (11-20)	

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$1.00
<b>LOCATION 0001</b>	<b>\$210.00</b>

55040 (11-87)

**COMMERCIAL GENERAL LIABILITY COVERAGE**

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Assn Directors/Officers Errors and Omissions Agg	\$1,000,000
Assn Directors/Officers Errors and Omissions Occ	\$1,000,000
<b>COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT</b>	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises

Owners Ins. Co.

Issued 01-27-2022

AGENCY TRUENORTH COMPANIES LC  
32-0058-00 MKT TERR 127

Company POLICY NUMBER 124632-74042474-22  
Bill 74-46-CO-1203

INSURED PINERIDGE HOMEOWNERS ASSOCIATION

Term 03-26-2022 to 03-26-2023

COVERAGE	LIMITS OF INSURANCE
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

**AUDIT TYPE:** Non-Audited

Forms that apply to this coverage:

55405 (07-08)	59350 (01-15)	55146 (06-04)	55084 (06-04)	IL0017 (11-85)
IL0021 (07-02)	59319 (03-15)	CG2106 (05-14)	55091 (05-17)	55448 (05-17)
55447 (05-17)	CG0001 (04-13)	55513 (05-17)	IL0125 (11-13)	55029 (05-17)
CG2196 (03-05)	CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	59325 (12-19)
59390 (11-20)				

**LOCATION 0001 - BUILDING 0001**

**Location:** 7525 Pineridge Ter, Castle Pines, CO 80108-8260

**Territory:** 002

**County:** Douglas

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Assn Directors/Officers Errors And Omissions	00811	Professional	Flat Charge 100		\$503.00
Homeowners &/Or Mobile Homeowners Associations - No Buildings Or Premises Owned Or Leased Except For Office Purposes. (Not-For Profit)	41670	Prem/Op Prod/Comp Op	Members 100 100	Each 1 1.458 .143	\$146.00 \$14.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$7.00
<b>LOCATION 0001</b>	<b>\$670.00</b>

54835 (7-08)

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

## **CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

#### A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
  - b. The Program is renewed, extended or otherwise continued in effect:
    - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
    - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks. "Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

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2. When one or both of the following applies:
- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government or the civilian population or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

**Exclusion Of "Terrorism"**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.



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

## **EQUIPMENT BREAKDOWN COVERAGE**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
 CAUSES OF LOSS - BASIC FORM  
 CAUSES OF LOSS - BROAD FORM  
 CAUSES OF LOSS - SPECIAL FORM

1. BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM are amended.
  - a. **A. COVERAGE** is amended. The following coverage is added for purposes of this endorsement only.
 

We will pay for "Equipment Breakdown" in any one occurrence at any one location where "Equipment Breakdown" is shown in the Declarations. The most we will pay for "Equipment Breakdown" is shown in the Declarations and is subject to the Limits of Insurance section of this endorsement.
  - b. **A. COVERAGE, 4. Additional Coverages** is amended for purposes of this endorsement only.
    - (1) **d. Pollutant Clean-up And Removal** is deleted and replaced by the following Additional Coverage.
      - d. 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 amount we pay is subject to the Limits of Insurance section of this endorsement. This coverage does not include contamination of perishable stock by a refrigerant.
    - (2) **e. Electronic Data** is deleted and replaced by the following Additional Coverage.
      - e. Electronic Data Restoration**
        - (1) We will pay for your reasonable and necessary cost to research, replace or restore "electronic data" which has been destroyed or corrupted as a result of "Equipment Breakdown". To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.
      - (2) The amount we pay is subject to the Limits of Insurance section of this endorsement.
  - (3) The following Additional Coverages are added.
    - (a) Expediting Expenses**  
 We will pay for the expediting expense loss 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; or
      - 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". The amount we pay is subject to the Limits of Insurance section of this endorsement.
    - (b) Refrigerant Contamination**  
 We will pay for loss to your Covered Property that is damaged by contamination by a refrigerant used in refrigerating, cooling or humidity control equipment at the described premises as

a result of an "Equipment Breakdown". The amount we pay is subject to the Limits of Insurance section of this endorsement.

**(c) Spoilage Coverage**

1) We will pay for loss of "perishable goods" caused by spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an "Equipment Breakdown" to types of property covered by this policy, that are:

- a) Located on or within 1,000 feet of your described premises; and
- b) Owned by you, the building owner (if you are a tenant), or owned by a public utility, 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.

2) However, we will not pay for any physical loss or damage caused by or resulting from any of the causes of loss listed below, unless loss or damage not otherwise excluded results, then we will pay for such resulting damage:

- a) Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement; or
- b) Flood, unless an "Equipment Breakdown" ensues.

Our payment will be based upon the actual replacement cost of the "perishable goods" at the time of loss. The amount we pay is subject to the Limits of Insurance section of this endorsement.

**(d) CFC Refrigerants**

We will pay for the "additional costs" to repair or replace Covered Property because of the use or presence of a

refrigerant containing CFC (chlorofluorocarbon) substances.

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

We will 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.

The amount we pay is subject to the Limits of Insurance section of this endorsement.

**(e) Computer Equipment**

We will pay for direct physical loss or damage to your computers as a result of an "Equipment Breakdown".

The amount we pay is subject to the Limits of Insurance section of this endorsement.

**(f) Business Interruption, Extra Expense, Electronic Data and Service Interruption**

Any insurance provided for Business Income, Extra Expense or Electronic Data 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, data transmission or "cloud computing". The equipment must meet the definition of "Equipment Breakdown" except that it is not Covered Property.

We will pay:

- 1) Your actual loss sustained from a total or partial interruption of business; and
- 2) The reasonable extra expense you sustain to run your business during the interruption, caused solely by an "Equipment Breakdown", including an "Equipment Breakdown" to any transformer, electrical apparatus, or any covered equipment that is:
  - a) Located on or within 1,000 feet of your described premises;
  - b) Owned by you, the building owner (if you are a tenant), or owned by a public utility company; and
  - c) Used to supply electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission.

The amount we pay is subject to the Limits of Insurance section of this endorsement.

**(g) 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, resetting, 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 amount we pay is subject to the Limits of Insurance section of this endorsement.

**(h) Unauthorized Instruction**

We will pay for loss or damage to your "computer equipment" caused by an "unauthorized instruction" which results in an "Equipment Breakdown".

"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.

"Unauthorized instruction" means a virus, harmful code or similar instruction

introduced into or enacted on a computer system or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

The amount we pay is subject to the Limits of Insurance section of this endorsement.

**(i) Risk Improvement**

If Covered Property suffers direct physical loss or damage caused by 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.

An invoice for implementation of this Additional Coverage must be sent to us within 180 days after the payment of the loss is received.

The amount we pay is subject to the Limits of Insurance section of this endorsement.

**(j) 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 amount we pay is subject to the Limits of Insurance section of this endorsement.

- (4) 5. Coverage Extensions** is amended. The following coverage extension is added.

**Replacement Cost Coverage**

We will pay you the amount you actually spend to repair or replace your damaged property with new property of like kind, capacity, size and quality, whichever is less except for the following.

If any damaged property is not repaired or replaced, then we will pay only the actual cash value at the time of the "Equipment Breakdown".

**c. B. EXCLUSIONS AND LIMITATIONS** is

amended. The following provision is added for purposes of this endorsement only.

Under Business Interruption, Extra Expense and Service Interruption, we will not pay for:

- (1)** The interruption of business that would not or could not have been carried on if the "Equipment Breakdown" had not occurred;
- (2)** Your failure to use due diligence and dispatch and all reasonable means to resume business at the location(s) shown on the Declarations page; or
- (3)** The part of any loss or expense that is due solely to the suspension, lapse or cancellation of a contract following an "Equipment Breakdown" extending beyond the time business would have resumed if the contract had not lapsed, been suspended or canceled.

- d. C. LIMITS OF INSURANCE** is deleted and replaced by the following provisions for purposes of this endorsement only.

**C. LIMITS OF INSURANCE**

- 1.** The most we will pay for "Equipment Breakdown" for one or more coverages in any one occurrence at any one location is the amount equal to the "total insured value" at each location where "Equipment Breakdown" is shown in the Declarations. This provision does not apply to paragraph **C.4.**
- 2.** The limit of insurance for **Pollutant Clean-up And Removal, Electronic Data Restoration, Refrigerant Contamination, Spoilage Coverage,**

**Temperature Fluctuation, Risk****Improvement and Off-Premises**

**Coverage** are not additional limits of insurance, but are included in the "total insured value". We will pay the lesser of "total insured value" or:

- a.** For Pollutant Clean-up And Removal, the greater of \$250,000 or the limit shown in the Declarations for Pollutant Clean-up And Removal or the limit shown in an endorsement that is attached to the property form;
  - b.** For Electronic Data Restoration, up to \$100,000 for loss, damage or expense including actual loss of Business Income you sustain and necessary Extra Expense you incur;
  - c.** For Refrigerant Contamination, up to \$750,000 for loss or damage;
  - d.** For Spoilage Coverage, up to \$750,000 for loss or damage;
  - e.** For Temperature Fluctuation, up to \$5,000 for loss including actual loss of Business Income you sustain and necessary Extra Expense you incur;
  - f.** For Risk Improvement, 10% of the loss amount paid, up to a maximum limit of \$10,000; and
  - g.** For Off-Premises Coverage, up to \$25,000 for loss or damage.
- 3.** In no event will we pay more than the "total insured value" for each location where "Equipment Breakdown" is shown in the Declarations.
- 4.** As regards Business Interruption, Extra Expense and Service Interruption, our limit of liability for any one "Equipment Breakdown" is equal to twelve (12) consecutive months of actual loss sustained for a total or partial interruption of your business. The twelve (12) consecutive months begin on the date of the "Equipment Breakdown".
- e.** When the Equipment Breakdown Deductible Exception Schedule is attached to this policy, for purposes of this endorsement only, **D. DEDUCTIBLE** is deleted and replaced by the following wherever it appears in this Coverage Part or any endorsement attached to this Coverage Part.
- D. DEDUCTIBLE**  
The applicable Deductible shown in the Equipment Breakdown Deductible Exception Schedule (hereinafter referred to as Schedule) will apply unless otherwise stated

in the endorsement. If no applicable Deductible is shown in the Schedule for a coverage, the policy Deductible shown in the Declarations will apply to such coverage unless otherwise stated.

In any one occurrence of loss or damage (hereinafter referred to as loss), the Deductible will apply as follows.

1. Multiple Deductibles may apply to a loss.  
However, if multiple types of Covered Property are involved in a loss and different Deductibles are shown in the Schedule for the different types of Covered Property, only the largest applicable Deductible for each coverage will apply.  
When a Deductible in the Schedule applies to a Business Income or Extra Expense loss, such Deductible applies in place of any waiting period set forth in the BUSINESS INCOME form attached to this policy.
2. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the amount of loss we would otherwise pay and will pay the resulting amount or the Limit of Insurance, whichever is less.
3. The Schedule may indicate Direct Coverages Deductibles and Indirect Coverages Deductibles. Unless otherwise indicated in the Schedule, Indirect Coverages Deductibles apply to Business Income loss and Extra Expense loss and Direct Coverages Deductibles apply to all other loss.
4. When a Dollar Deductible is shown in the Schedule, we will subtract the Deductible amount from the amount of loss we would otherwise pay and will pay the resulting amount or the Limit of Insurance, whichever is less.
5. When a Time Deductible is shown in the Schedule, we will not pay for loss that occurs during the specified time period immediately following the "Equipment Breakdown" occurrence. If the Time Deductible is expressed as a number of days, each day means twenty-four consecutive hours.

6. When a Multiple of ADV Deductible is shown in the Schedule, the amount of Deductible will be calculated as follows:
  - a. Take the amount of Business Income that you would have earned during the "period of restoration" had no "Equipment Breakdown" loss occurred (Business Income and "period of restoration" have the meanings set forth in the BUSINESS INCOME form attached to this policy). The Business Income will include the entire location regardless of the loss affecting the entire location or part of the location. If two or more locations are affected in the "Equipment Breakdown" loss, the Business Income will be the combined amount of all affected locations.
  - b. Take the result in paragraph 6.a. and divide it by the number of days your business would have been operating during the "period of restoration" had no "Equipment Breakdown" occurred. This result is the Average Daily Value.
  - c. The Average Daily Value calculated in paragraph 6.b. multiplied by the number shown in the Schedule is the amount of the Multiple of ADV Deductible. We will subtract this amount from the amount of loss we would otherwise pay and will pay the resulting amount or the Limit of Insurance, whichever is less.

- f. **F. ADDITIONAL CONDITIONS** is amended. The following Conditions are added for purposes of this endorsement only.

**(1) 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 or 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. However, the suspension will be effective even if we have not yet made or offered a refund.

**(2) 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.

**(3) Environmental, Safety and Efficiency Improvements**

If Covered Property requires replacement caused by an "Equipment Breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer, or more 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.

**(4) Green Environmental and Efficiency Improvements**

**(a)** If Covered Property requires repair or replacement caused by an "Equipment Breakdown", we will pay:

- 1) 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.
- 2) 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".
- 3) The additional reasonable and necessary cost incurred by you for certification or recertification of the repaired or replaced Covered Property as "Green".
- 4) The additional reasonable and necessary cost incurred by you for "Green" in the removal, disposal or recycling of damaged Covered Property.
- 5) The business interruption (if coverage is provided by the policy to

which this endorsement is attached) loss during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverage above.

We will not pay more than 150%, up 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.

**(b) Green Environmental and Efficiency Improvements** does not cover any of the following.

- 1) 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.
- 2) Any loss adjusted on any valuation basis other than a repair or replacement cost basis as per **E. LOSS CONDITIONS, 4. Loss Payment.**
- 3) Any loss covered under any other section of this policy.
- 4) Any cost incurred because of any law or ordinance with which you were legally obligated to comply with prior to the time of the "Equipment Breakdown".

**(5) Other Insurance Issued By Us**

If this policy provides coverage for Data Processing Equipment Coverages, Electronic Data Processing Equipment, Refrigerated Products, Spoilage or Mechanical Breakdown where two or more of this policy's coverages apply to the same loss or damage, the coverage of this endorsement shall supersede any coverages provided outside of this Equipment Breakdown Endorsement for the loss or damage that arises out of an "Equipment Breakdown" loss.

This Condition supersedes any similar Condition when provided by us in this policy.

**2. B. EXCLUSIONS** of the CAUSES OF LOSS FORMS is amended.

- a. CAUSES OF LOSS - BASIC FORM and CAUSES OF LOSS - BROAD FORM are

amended. The following exclusions are deleted for purposes of this endorsement only.

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

However, if fire results, we will pay for the loss or damage caused by that fire.

Mechanical breakdown, including rupture or bursting caused by centrifugal force. However, if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

However, if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.

- b. **CAUSES OF LOSS - SPECIAL FORM, B. EXCLUSIONS, 2.** is amended. The following exclusions are deleted for purposes of this endorsement only.

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

However, if fire results, we will pay for the loss or damage caused by that fire.

- d. (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. However, if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision; or

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. However, if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- 3. **CAUSES OF LOSS - SPECIAL FORM, C. LIMITATIONS** is amended. The following limitations are deleted for purposes of this endorsement only.

- a. Steam boilers, steam pipes, steam engines, or steam turbines caused by or resulting from any condition or event inside such equipment. However, we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than any explosion.

- 4. **DEFINITIONS** is amended.

- a. **CAUSES OF LOSS - SPECIAL FORM, "Specified Causes of Loss"** is amended to include "Equipment Breakdown" for purposes of this endorsement only.
- b. **CAUSES OF LOSS - SPECIAL FORM, CAUSES OF LOSS - BASIC FORM and CAUSES OF LOSS - BROAD FORM** are amended. The following definitions are added for purposes of this endorsement only. "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.

"Electronic equipment" means devices which operate using many small electrical parts such as, but not limited to, microchips, transistors or circuits.

"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.

"Equipment Breakdown" means:

- (1) Physical loss or damage both originating within:
  - (a) 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:
    - 1) Waste disposal piping;
    - 2) Any piping forming part of a fire protective system;
    - 3) Insulating or refractory material including any surrounding shell; and
    - 4) Any water piping other than:
      - a) Boiler feed water piping between the feed pump and the boiler;
      - b) Boiler condensate return piping; or
      - c) Water piping forming part of a refrigerating or air conditioning system.
  - (b) All mechanical, electrical, "electronic equipment" or fiber optic equipment; and
- (2) Caused by, resulting from, or consisting of:
  - (a) Mechanical breakdown;
  - (b) Electrical or electronic breakdown and "electronic equipment deficiency"; or
  - (c) Rupture, bursting, bulging, implosion, or steam explosion.
- (3) However, "Equipment Breakdown" does not mean:
 

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:

- (a) Wear and tear;
- (b) Rust or other corrosion, decay, deterioration, hidden or latent defect, "fungi", wet rot, dry rot, virus, bacteria or any other quality in property that causes it to damage or destroy itself;
- (c) Smog;
- (d) Settling, cracking, shrinking or expansion;
- (e) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (f) 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;
- (g) Scratching or marring; and
- (h) Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:
  - 1) Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement; or
  - 2) Flood, unless an "Equipment Breakdown" ensues.

"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.

"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®, Energy Star Rating System or any other recognized "Green" rating system.

"Perishable goods" means stock preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.



"Production machinery" means any machine which processes, forms, shapes or transports raw materials, materials in process, waste materials or finished products.

"Total insured value" means:

The sum of the limits for the following coverages if shown at the location where "Equipment Breakdown" is shown in the Declarations:

- (1) Building;
- (2) Business Personal Property;
- (3) Stock;
- (4) Personal Property of Others;
- (5) Tenants Improvements and Betterments;
- (6) Improvements and Alterations;
- (7) Furniture;
- (8) Fixtures;

- (9) Machinery and Equipment;
- (10) Personal Property in the Open;
- (11) Legal Liability Real Property;
- (12) Business Income and Extra Expense (when Business Income and Extra Expense - Actual Loss Sustained is shown in the Declarations, Business Income and Extra Expense applies at 25% of the sum of the building and business personal property limits at that location);
- (13) Business Income (Without Extra Expense);
- (14) Extra Expense; and
- (15) Any other property described.

All other policy terms and conditions apply.

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

## **CHANGES - ACTUAL CASH VALUE AND DEPRECIATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

Wherever it appears in this Coverage Part and any endorsement attached to this Coverage Part:

- 1.** Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
- 2.** Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
  - a.** The cost of materials, labor and services;

- b.** Any applicable taxes; and
- c.** Profit and overhead necessary to repair, rebuild or replace lost or damaged property.

The meanings of actual cash value and depreciation in this endorsement supersedes any provision in this Coverage Part and any endorsement attached to this Coverage Part to the contrary.

All other policy terms and conditions apply.

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

## **CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

### **A. Applicability Of This Endorsement**

**1. The provisions of this endorsement will apply if and when one of the following situations occurs:**

**a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or**

**b. The Program is renewed, extended or otherwise continued in effect:**

**(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and**

**(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.**

**2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism**

**endorsement already endorsed to this policy that addresses "certified acts of terrorism".**

**3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.**

**B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.**

"Terrorism" means activities against persons, organizations or property of any nature:

**1. That involve the following or preparation for the following:**

**a. Use or threat of force or violence; or**

**b. Commission or threat of a dangerous act; or**

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

**Exclusion Of "Terrorism"**

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
AND  
IMPORTANT INFORMATION REGARDING TERRORISM RISK  
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
  - a. the Secretary of Homeland Security; and
  - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
  - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - b. (1) if the act of terrorism is:
    - a) a violent act; or
    - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
    - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
    - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

## IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean 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 (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.