

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**DECLARATIONS****POLICY NUMBER**
05XM927103**CUSTOMER BILLING ACCOUNT**
015-289-471 85**NAMED INSURED** WEST MEADOWS TOWNHOME CONDOMINIUM HOMEOWNERS ASSOCIATION INC**MAILING ADDRESS** PO BOX 3255
MONTROSE, CO 81402-3255**POLICY PERIOD** FROM 04-30-2016 TO 04-30-2017
12:01 A.M. Standard Time at your mailing address shown above.**FORM OF BUSINESS** CORPORATION

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

SECTION I PROPERTY**COVERAGE PROVIDED** INSURANCE AT THE FOLLOWING DESCRIBED PREMISES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN UNLESS COVERAGE IS PROVIDED BY AN ENDORSEMENT.**DESCRIPTION OF PREMISES**PREMISES NO. 0001 BUILDING NO. 001
LOCATION 419 & 421 INDIANGRASS LOOP MONTROSE CO 81403-5411BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE

NUMBER OF UNITS 2

CONSTRUCTION FRAME

YEAR BUILT 2009

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 347**PROPERTY DEDUCTIBLE** \$2,500**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	\$250,372	\$380.00

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

AGENT 138-307
JEFF CRANDELL
2710 PATTERSON RD STE A
GRAND JUNCTION, CO 81506-4140**PHONE**
970-257-1160**PAGE** 0001
BRANCH LGP004 REI
ENTRY DATE 02-02-2016

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**DECLARATIONS****POLICY NUMBER**
05XM927103**CUSTOMER BILLING ACCOUNT**
015-289-471 85

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

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

DESCRIPTION OF PREMISES

PREMISES NO. 0002 BUILDING NO. 001
LOCATION 351 AND 353 INDIANGRASS LOOP MONTROSE CO 81401

BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE

NUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 2009

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 347

PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	\$268,216	\$407.00

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

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

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

DESCRIPTION OF PREMISES

PREMISES NO. 0003 BUILDING NO. 001
LOCATION 411 INDIANGRASS LOOP & 413 INDIANGRASS LOOP
MONTROSE, CO 81403

BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE

NUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 2010

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 347

AGENT 138-307
JEFF CRANDELL
2710 PATTERSON RD STE A
GRAND JUNCTION, CO 81506-4140

PHONE
970-257-1160

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BP AF 01 01 16

INSURED

Stock No. 15141

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**DECLARATIONS**POLICY NUMBER
05XM927103CUSTOMER BILLING ACCOUNT
015-289-471 85

PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGEBUILDING
REPLACEMENT COST**LIMIT OF INSURANCE**

\$250,372

PREMIUM

\$360.00

ADDITIONAL COVERAGE

BUSINESS INCOME

LIMIT OF INSURANCE

ACTUAL LOSS SUSTAINED

PREMIUM

INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 17 09 15

BP 84 11 07 98

BP 85 11 12 08

DESCRIPTION OF PREMISESPREMISES NO. 0004 BUILDING NO. 001
LOCATION 427 INDIANGRASS LOOP
MONTROSE, CO 81403-5411

BUILDING INTEREST LEASED TO OTHERS

PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE

NUMBER OF UNITS 1

CONSTRUCTION FRAME

YEAR BUILT 2011

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 347

PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGEBUILDING
REPLACEMENT COST**LIMIT OF INSURANCE**

\$125,187

PREMIUM

\$183.00

ADDITIONAL COVERAGE

BUSINESS INCOME

LIMIT OF INSURANCE

ACTUAL LOSS SUSTAINED

PREMIUM

INCLUDED

AGENT 138-307
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MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
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015-289-471 85

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

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

DESCRIPTION OF PREMISES

PREMISES NO. 0005 BUILDING NO. 001
LOCATION 429 INDIANGRASS LOOP
 MONTROSE, CO 81403-5411

BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE

NUMBER OF UNITS 1
CONSTRUCTION FRAME
YEAR BUILT 2011

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 347

PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	\$125,187	\$183.00

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

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

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

MORTGAGEHOLDER	LOAN NO.	152959	PREMISE NO.	BUILDING NO.
REPUBLIC MORTGAGE HOME LOANS LLC ITS SUCCESSORS AND/OR ASSIGNS 5241 S STATE ST STE 2 MURRAY, UT 84107-4848			0002	001

TOTAL ADVANCE PROPERTY PREMIUM \$1,513.00

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

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

SECTION II LIABILITY AND MEDICAL EXPENSES

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

COVERAGE	LIMIT OF INSURANCE
AGGREGATE LIMIT (OTHER THAN PRODUCTS COMPLETED OPERATIONS)	\$4,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$4,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$50,000
LIABILITY AND MEDICAL EXPENSES	\$2,000,000
PREM 0001 BLDG 001 MEDICAL EXPENSES - ANY ONE PERSON	\$5,000
PREM 0002 BLDG 001 MEDICAL EXPENSES - ANY ONE PERSON	\$5,000
PREM 0003 BLDG 001 MEDICAL EXPENSES - ANY ONE PERSON	\$5,000
PREM 0004 BLDG 001 MEDICAL EXPENSES - ANY ONE PERSON	\$5,000
PREM 0005 BLDG 001 MEDICAL EXPENSES - ANY ONE PERSON	\$5,000

LOCATION	PREMIUM BASIS	RATE	ADVANCE PREMIUM
PREMISES NO. 0001 BUILDING NO. 001	2 UNITS		\$17.00
PREMISES NO. 0002 BUILDING NO. 001	2 UNITS		\$17.00
PREMISES NO. 0003 BUILDING NO. 001	2 UNITS		\$17.00
PREMISES NO. 0004 BUILDING NO. 001	1 UNITS		\$8.00
PREMISES NO. 0005 BUILDING NO. 001	1 UNITS		\$8.00
APPLICABLE BUSINESS LIABILITY ENDORSEMENT CHARGES		\$148.00	
TOTAL ADVANCE BUSINESS LIABILITY PREMIUM			\$215.00

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

BP 04 04 01 06 BP 04 17 07 02 BP 04 39 07 02 BP 04 54 01 06

AGENT 138-307
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AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER

05XM927103

DECLARATIONS

CUSTOMER BILLING ACCOUNT

015-289-471 85

BP 04 93 01 06
BP 14 60 06 10
BP 85 10 07 98

BP 05 17 01 06
BP 84 24 01 07
BP 85 12 01 06

BP 05 77 01 06
BP 85 04 07 10
IL 75 26 12 05

BP 10 05 07 02
BP 85 05 07 98CO

TOTAL ADVANCE BUSINESS PREMIUM

\$1,728.00

This premium may be subject to adjustment.

Forms and endorsements applying to property and liability at all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP IN 01 01 06
BP 05 15 01 15
BP 87 01 08 10

BP 00 03 01 06
BP 05 24 01 15

BP 01 81 07 02
BP 05 41 01 15

BP 05 01 07 02
BP 80 01 01 07

AUTHORIZED
REPRESENTATIVE


President


Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

AGENT 138-307
JEFF CRANDELL
2710 PATTERSON RD STE A
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BRANCH LGP004 REI
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BP AF 01 01 16

INSURED

Stock No. 15141

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
UNMATCHED PROPERTY DAMAGE EXCLUSION ENDORSEMENT AND APPRAISAL CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The Following is Added to E. Property Loss Conditions:

9. Undamaged material

We will not pay to repair or replace undamaged material due to mismatch between undamaged material and new material used to repair or replace damaged material.

We do not cover the loss in value to any property due to mismatch between undamaged material and new material used to repair or replace damaged material.

B. E. **Property Loss Conditions 2. Appraisal** is replaced by:

2. Appraisal

This applies after we confirm that the damage due to a loss is covered. If you and we fail to agree on the dollar amount of the damage, either may demand that such amount be set by appraisal. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. Each appraiser will separately set the dollar amount of the damage. Such amounts must be determined according to all terms of this policy including those in Section I – Property **E.5 Loss Payment**. If both appraisers submit written reports to us of their agreement of the amount, such amount will be the dollar amount of the damage. If they fail to agree within 20 days, they must choose a competent and disinterested umpire. If they cannot agree on the choice within 20 days, you and we must jointly request that the choice of a competent and disinterested umpire be made by a judge of a court having jurisdiction. The appraisers will then submit their differences to the umpire. Written agreement signed by any two of these three will set the dollar amount of the damage.

The appraisal determination of dollar amount of the damage is binding upon you and us. This appraisal process and authority granted to the appraisers and the umpire can only be expanded and modified by written mutual consent signed by you and us. We will pay our appraiser. You will pay your appraiser. Other expenses and the compensation of the umpire will be paid equally by you and us. Appraisal does not waive our rights.

The appraisers and umpires are not authorized to determine coverage, exclusions, conditions, forfeiture provisions, conditions precedent, or any other contractual issues that may exist between you and us. The appraisal award cannot be used by either you or us in any proceeding concerning coverage, exclusions, forfeiture provisions, conditions precedent, or other contractual issues. However, once contractual liability is admitted or determined independent of the appraisal process, the appraisal award is binding upon you and us. Interest will not accrue on any award or judgment for the recovery of money set by appraisal until that time.

POLICY NUMBER: 05XM927103

BUSINESSOWNERS
BP 05 15 01 15

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
<p>SCHEDULE - PART I</p> <p>Terrorism Premium (Certified Acts) \$ _____</p> <p>Additional information, if any, concerning the terrorism premium:</p>
<p>SCHEDULE - PART II</p> <p>Federal share of terrorism losses ____ % Year: 20 ____ (Refer to Paragraph B. in this endorsement.)</p> <p>Federal share of terrorism losses ____ % Year: 20 ____ (Refer to Paragraph B. in this endorsement.)</p> <p>Federal share of terrorism losses is 85% through 2015; 84% beginning January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

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

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

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

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

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

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

1. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

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

2. Exception Covering Certain Fire Losses

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

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

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. The following provision is added to the Businessowners Liability Coverage Form **BP 00 06** or **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM
COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

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

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

POLICY NUMBER: 05XM927103

BUSINESSOWNERS
BP 04 04 01 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE	
Coverage	Additional Premium
A. Hired Auto Liability:	INCLUDED
B. Non-Owned Auto Liability:	INCLUDED
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 the 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.** 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.

POLICY NUMBER: 05XM927103

BUSINESSOWNERS
BP 85 11 12 08

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

Section I - Property is amended as follows:

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

Covered Property includes Building as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, Auxiliary Buildings/Structures as described under Paragraph **c.** below, Auxiliary Buildings Business Personal Property as described under Paragraph **d.** below, or all four, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, Auxiliary Buildings/Structures, Auxiliary Buildings Business Personal Property, or all four, there is no coverage for property described under Paragraph **A.2. Property Not Covered.**

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

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