

Renewal Declarations Businessowners Policy

Please read your policy



American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

Named Insured And Mailing Address

The Winfield Condominium Association Inc
600 E Hopkins Ave Ste 203
Aspen CO 81611-2933

Policy Information

Policy number	Policy period	Billing account number
91003-72043-51	7/16/2023 to 7/16/2024 12:01 A.M. Standard Time at your mailing address shown above.	620-792-984-87

Business and Operations Information

Year Started: 2014

Description of Business and Operations:

Form of Business: Corporation

Insurance applies only for coverages for which a limit of insurance or the word "Included" is shown unless coverage is provided by an endorsement. Blanket Insurance applies only for coverages for which a Blanket Limit of Insurance is shown.

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

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

0000 00080072 000025 0000



Policy Number: 9-003-72043-51

Premium Information	
Total Advance Premium Per Term (Excluding Surcharges and Terrorism):	\$21,036.40
Certified Acts of Terrorism Premium:	\$0.00
Total Advance Premium Per Term:	\$21,036.40
Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):	\$19,985.10

This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

Policy Level Coverages	
Property Causes Of Loss	
Causes Of Loss	Risks of Direct Physical Loss
Per Occurrence Property Deductible	
Deductible	\$2,500
General Liability	
Liability And Medical Expense Limit	\$2,000,000 Per Occurrence
Medical Expense Limit	\$5,000
Other Than Products/Completed Operations Aggregate.....	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Condominium Enhancement	
Level	Refer to BPF 87 90 Platinum
Directors And Officers Liability	
Level	Silver
Named Association	The Winfield Condominium Association Inc
Directors And Officers Liability Annual Aggregate Limit Of Insurance	
	\$1,000,000
Deductible	\$1,000
Retroactive Date	07/16/2014
Extended Reporting Period	No

Additional Insured(s) Information			
Name	Type	Interest	Location
Aspen Places LLC	Additional Insured - Managers or Lessors Of Premises	All Buildings	119 E Cooper Ave ASPEN CO 81611-1756

Agent Information

The Ben Kellciff Agency, Inc bkelloff@amfam.com

350 HIGHWAY 133 # 1
 Carbondale CO 81623-1650
 970-963-5711

Policy Number: 91003-72043-51

Location 1 Building 1 - Building Level Details

Building Address: 119 E Cooper Ave ASPEN CO 81611-1756
Occupancy: Residential Condominiums without Mercantile
Building Interest: Owner - Leased to Other
Building Description: 119 E Cooper Ave-1

Location 1 Building 1 - Building Level Coverages

Building	
Limit Of Insurance	\$6,073,621
Guaranteed Replacement Cost applies.	
Replacement Cost Coverage applies.	
Business Income Options	
Extended Number of Days For Ordinary Payroll Expense	60 Days - Included
Extended Number of Days For Extended Business Income	60 Days - Included
Business Income From Dependent Properties	
Limit Of Insurance	\$5,000
Business Income And Extra Expense - Revised Period of Indemnity - Number Of Consecutive Days	
	12-Months
72 Hour Waiting Period applies.	
Ordinance Or Law	
Coverage 1 Limit Of Insurance	
Coverage 2 Limit Of Insurance	
Coverage 3 Limit Of Insurance	
Coverages 2 And 3 Combined Limit Of Insurance	
Coverages 1, 2 And 3 Combined Limit Of Insurance	\$300,000
Business Income And Extra Expense Optional Coverage applies	Refer to BPF 84 64
Number Of Hours Waiting Period For Period Of Restoration Applicable To Business Income And Extra Expense Optional Coverage	
	72 Hours
Water Back-Up And Sump Overflow (Building)	
Building Limit	\$300,000
Deductible	\$1,000

0000 00100072 000025 0000



Policy Number: 91003-72043-51

Forms And Endorsements		
Form Number	Edition Date	Title
BP 00 03	07 13	Businessowners Coverage Form
BP 04 02	07 13	Additional Insured - Managers Or Lessors Of Premises
BP 04 17	01 10	Employment-Related Practices Exclusion
BP 04 30	07 13	Protective Safeguards
BP 04 39	07 02	Abuse Or Molestation Exclusion
BP 04 54	01 06	Newly Acquired Organizations
BP 04 93	01 06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception
BP 05 01	07 02	Calculation of Premium
BP 05 17	01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 24	01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41	01 15	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
BP 05 77	01 06	Fungi Or Bacteria Exclusion (Liability)
BP 05 98	07 13	Amendment Of Insured Contract Definition
BP 14 78	07 13	Exclusion Of Loss Due To By-Products Of Production Or Processing Operations (Rental Properties)
BP 15 04	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
BP 85 04	07 10	Exclusion - Lead Liability
BP 85 05	07 98	Exclusion - Punitive Damages
BP 85 10	07 98	Other Insurance Limitation Liability And Medical Expenses
BP 85 12	01 06	Asbestos Exclusion
BP IN 01	07 13	Businessowners Coverage Form Index
BPF 80 01	08 18	Businessowners Policy Jacket
BPF 80 03	08 18	Businessowners Coverage Form Changes
BPF 81 04	08 18	Colorado Changes
BPF 84 11	08 18	Building Limit Inflation Protection Coverage
BPF 84 21	08 21	Water Back-Up and Sump Overflow
BPF 84 64	08 21	Ordinance Or Law Coverage
BPF 84 73	08 18	Guaranteed Replacement Cost Coverage
BPF 85 25	08 18	Marijuana Exclusion
BPF 86 03	08 18	Roof Surfacing Loss Payment Schedule
BPF 87 01	08 18	Condominium Association Coverage
BPF 87 90	08 21	Condominium Enhancement Endorsement
BPF 89 01	08 18	Directors And Officers Liability Endorsement - Silver (Condominiums, Co-Ops, Associations)

NOTICE OF CHANGE IN POLICY TERMS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The areas within the policy that broaden or reduce coverage are highlighted below. If changes were made to clarify the intent of the coverage, they are highlighted below as well. This notice does not reference every change made in your policy. For example, changes of a grammatical nature have been omitted.

BUSINESSOWNERS COVERAGE FORM BP 00 03

SECTION I – PROPERTY

BROADENINGS OF COVERAGE

Covered Property:

- **Business Personal Property (Coverage Radius)** – Business Personal Property coverage now extends 100 feet from the buildings as well as the described premises on the policy.
- **Electronic Data In Building Equipment** – Coverage for electronic data is provided for such data integrated into and which operates or controls the building's heating, ventilating, air conditioning, lighting, elevator or security systems. The full policy limits of insurance for loss apply (subject to policy exclusions).
- **Vegetated Roof** – Coverage has been expanded to include trees, shrubs or plants that are part of any vegetated roof on your covered buildings.

Additional Coverages:

- **Business Income From Dependent Properties (Secondary Dependent Properties)** – Coverage is extended with respect to secondary dependent properties which are limited to direct suppliers and recipients of the dependent property's materials or services.
- **Civil Authority** – Business income coverage duration is extended from 21 days to 28 days.
- **Debris Removal** – The additional Limit of Insurance for debris removal expense is increased from \$10,000 to \$25,000. Additionally, coverage for debris removal is expanded to include the expense of removing debris of certain property of others subject to a \$5,000 limit.
- **Extended Business Income** – The basic coverage period is extended from 30 days to 60 days.
- **Fire Department Service Charge** – The amount of this coverage (the basic amount included within this form, or a designated higher limit) now applies to each premises described in the policy Declarations.

Coverage Extensions:

- **Outdoor Property** – The limit of coverage for any one outdoor tree, shrub or plant is increased to \$1,000 although the total coverage extension limit remains at \$2,500.
- **Business Personal Property Temporarily Available In Portable Storage Units** – Your Business Personal Property coverage limit may be extended to it while temporarily stored in a portable storage unit if within 100 feet of your covered building or the boundaries of your premises. This also includes your temporarily stored property in detached trailers.

Loss Conditions:

- **Loss Payment (Party Walls)** – A provision to the form language has been introduced that addresses exposures associated with party walls, the insured's interest in that wall, and how we will settle a covered loss involving that party wall.

0000 00030072 000025 0000



Property Definitions:

- **Specified Causes Of Loss** – The definition of coverage for water damage is expanded to include accidental discharge or leakage of water or waterborne material directly from the breaking apart or cracking of certain off-premises systems due to wear and tear.

REDUCTIONS IN COVERAGE

Limitations:

- **Personal Property In A Building Or Structure** – The limitations which pertain to the interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust are extended to apply to personal property in the building or structure.

Additional Coverages:

- **Civil Authority** – The distance from your property to the damaged property location must be within one mile.

Exclusions:

- **Earth Movement** – The exclusion for earthquake now includes tremors and aftershocks.
- **Virus Or Bacteria** – This new exclusion was previously a part of the fungi, wet rot and dry rot exclusion. It was separated to provide greater clarification of viruses, bacterium or other microorganisms.
- **Water** – The exclusion for water is extended to tsunamis and tidal water.

Deductibles:

- **Forgery Or Alteration** – This additional coverage is now subject to the Optional Coverage Deductible indicated in your policy's Property Coverage section.

SECTION II – LIABILITY

BROADENINGS OF COVERAGE

Exclusions:

- **Electronic Data** – An exception is introduced to provide that the exclusion does not apply to liability for damages because of bodily injury.
- **Liquor Liability** – The exclusion is revised to provide that, for the purposes of the exclusion, permitting a person to bring alcoholic beverages for consumption on an insured's premises (e.g., a "Bring Your Own"), whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

Who Is An Insured:

- **Trusts** – The liability coverage is amended to include as insureds, trusts, and trustees with respect to their duties as trustees of the trust.

REDUCTIONS IN COVERAGE

Coverage Extension – Supplementary Payments:

- **Attorney's Fees Or Expenses Taxed Against The Insured** – This extension has been revised so that coverage is provided for court costs taxed against the insured but that this does not include attorneys' fees or attorney expenses taxed against the insured.

Exclusions:

- **Professional Services** – The exclusion for professional services has been expanded to apply even if the

claims allege your negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, if the claim involved the rendering or failure to render any professional service.

- **Recording And Distribution Of Material Or Information In Violation Of Law** – This exclusion has been expanded to include violation of the Fair Credit Reporting Act (FCRA)

BUSINESSOWNERS ENDORSEMENTS

Your insurance policy consists of a basic coverage form, with a variety of supporting endorsements attached to it. These are dependent on the insurance regulations in your state, the nature and unique needs of your business operations, and exposures underwritten by us when pricing your coverage. The following is an abbreviated summary of changes we have made; it is general in nature, and not specific to your insurance policy with us, so many of these may have no applicability to you or your business.

Only those endorsements with relevant significance are identified herein. In some instances we may have replaced one industry-standard form with another which we as your insurer have created; or the situation may be reversed. However, the extent of the coverage enhancement, restriction or language modification served to accomplish the same purpose, and as such are not mentioned in this notice.

I. POLICY ENDORSEMENTS WHICH BROADEN COVERAGE

- **BP 04 41 07 13 – Business Income Changes – Time Period** – This endorsement is revised from earlier form version **BP 04 41 01 06** to reflect changes made to the Business Income From Dependent Properties Additional Coverage in the Businessowners Coverage Form with respect to secondary dependent properties.
- **BP 04 46 01 06 – Ordinance Or Law Coverage** – This form has been replaced with our own version, **BPF 84 64 08 21, Ordinance Or Law Coverage**. It provides an option to blanket 3 coverages of demolition costs; increased costs of construction; and coverage for loss to the undamaged portion of the building.
- **BP 04 56 07 13 – Utility Services – Direct Damage** – This endorsement is revised from earlier form version **BP 04 56 01 06** to make it explicit that transmission lines include all lines which serve in the transmission of power or communication service, including lines which may be identified as distribution lines.
- **BP 04 57 07 13 – Utility Services – Time Element** – This endorsement is revised from earlier form version **BP 04 57 01 06** to make it explicit that transmission lines include all lines which serve in the transmission of power or communication service, including lines which may be identified as distribution lines. It was also revised to provide the means to select a new category of utility service; wastewater removal property. With respect to the coverage provided under this endorsement, wastewater removal property is a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water.
- **BP 12 03 01 10 – Loss Payable Clause** – This provision has been revised from earlier form version **BP 12 03 01 06** to add an option, Building Owner Loss Payable Clause, to identify the building owner and recognize that entity as a loss payee.
- **BP 87 01 08 10 – Condominium Association Coverage** – This form has been replaced with our own version, **BPF 87 01 08 18, Condominium Association Coverage (BPF 87 05 08 18** in Minnesota; **BPF 87 06 02 19** in Illinois; **BPF 87 09 08 18** in Washington; **BPF 87 10 08 18** in Georgia; and **BPF 87 28 08 18** in Utah). It states that coverage extends 100 feet from the building or 100 feet from the described premises, whichever distance is greater.

II. POLICY ENDORSEMENTS WHICH CLARIFY THE INTENT OF COVERAGE

- The meaning of the terms Buildings, Premises and Locations. This insurance coverage follows the accepted industry standard definitions of buildings, premises and locations. Premises means a physical geographical location or address. The term premises is synonymous with the term location. A premises or location may have one or more buildings situated on it. Wherever coverage provided under your policy indicates that it applies to a specific location, the limit of coverage provided is a total limit of insurance for the location (premises); it does not apply separately and individually to each building that may be situated

0000 00040072 000025 0000



at that premises or location.

- **BP 04 02 07 13 – Additional Insured – Managers Or Lessors Of Premises** – This additional insured endorsement has been revised from earlier form version **BP 04 02 01 06** to clarify the intent of the coverage provided.
- **BP 04 04 01 10 – Hired Auto And Non-Owned Auto Liability** – This coverage form has been modified from earlier form version **BP 04 04 01 06** to clarify the intent that the coverage provided is excess over any primary insurance covering the hired auto or non-owned auto. This also applies to the Washington state version of this form, **BP 04 20 01 10**, Washington Hired Auto And Non-Owned Auto Liability, revised from earlier form version **BP 04 20 01 06**, and to the Illinois state version of this form, **BP 84 51 11 10**, **Illinois Hired Auto And Non-Owned Auto Liability**, revised from earlier form version **BP 84 51 11 10**.
- **BP 04 15 07 13 – Spoilage Coverage**. This coverage is being revised from earlier form version **BP 04 15 01 06** to clarify that mechanical breakdown and mechanical failure do not mean power interruption.
- **BP 04 30 07 13 – Protective Safeguards** – This endorsement is revised from earlier form version **BP 04 30 01 06** by the addition of a symbol and description to recognize hood-and-duct fire extinguishing systems. This applies to the South Dakota version of this form as well, form **BP 04 79 07 13 – South Dakota Protective Safeguards**, revised from earlier form version **BP 04 79 01 06**.
- **BP 04 31 07 13 – Food Contamination** – This endorsement is revised from earlier form version **BP 04 31 01 06** to remain consistent with other programs and to reinforce the provision that that covered expenses include necessary medical tests or vaccinations for your employees (including temporary or leased employees) who are potentially infected by the food contamination, and to revise the definition of "food contamination".

III. POLICY ENDORSEMENTS WHICH REDUCE COVERAGE

- **BP 04 12 04 17 – Limitation Of Coverage To Designated Premises, Project Or Operation**. This form was revised from earlier form version **BP 04 12 01 06** to limit the liability coverage provided to the insured to not only their premises or projects, but also to any operations they may perform. NOTE: This form (or Missouri equivalent, **BP 06 15 04 17**) is now attached to all Businessowners policies insuring rental dwellings and condominium residential unit-owners properties.
- **BP 04 17 01 10 – Employment-Related Practices Exclusion (BP 04 60 01 10 in Washington state)**. This exclusion has been revised from earlier form version **BP 04 17 07 02 (BP 04 60 07 02 in Washington)** to reinforce that, when attached to your policy, the exclusion applies to an injury causing event associated with employment, whether it occurs before employment, during employment or after employment of that person. Additionally, the exclusion is revised to reinforce that coverage does not apply for injury caused by the malicious prosecution of a person.

While these changes are each a reinforcement of coverage intent, they may result in a decrease in coverage in jurisdictions where courts have ruled the exclusion to be inapplicable in employment-related malicious prosecution claims and/or post-employment claims. For that reason, out of caution, we are listing it as a potential decrease in coverage.

- **BP 04 56 07 13 - Utility Services - Direct Damage**. This coverage is not available to condominium unit rental business. If this coverage was provided in your expiring policy, it represents a reduction in your renewal coverage.
- **BP 05 98 07 13 – Amendment Of Insured Contract Definition**. This endorsement is revised from earlier form version **BP 05 98 01 06 (BP 06 27 01 06 in Oregon; BP 14 60 06 10 in Colorado)** to reflect that the defined term insured contract addresses certain liability assumed by the Named Insured with respect to the tort liability of another party to the extent the assumption of the tort liability is permitted by law.
- **BP 10 03 07 13 – Earthquake**. This endorsement is revised from earlier form version **BP 10 03 01 06** to explicitly address the Building and/or Business Personal Property Limit Of Insurance shown in the Declarations.
- **BP 10 09 07 13 – Named Perils**. This endorsement is revised from earlier form version **BP 10 09 01 06**, as a consequence of generally extending insured property status to the vegetation which is part of a vegetated roof, by adding a limitation which states that such vegetation is not covered with respect to loss or damage caused by hail. This also applies to the Washington state version of this form, **BP 10 64 07 13**,

Washington Changes – Named Perils revised from earlier form version **BP 10 64 01 06**.

- **BP 84 02 01 07 – Builders Risk Coverage.** This form has been revised from earlier form version **BP 84 02 01 07**, and specifically excludes coverage for pre-existing buildings, scheduled structures and unscheduled structures.
- **BP 84 09 01 07 – Sewer Back-Up And Sump Overflow.** This endorsement was revised in its language and is now form **BPF 84 21 08 21 – Water Back-Up And Sump Overflow (Building)**, amended to not only extend coverage to waterborne material; but to also exclude coverage for failure of the sump pump due to power failure, and to limit the coverage to each specifically identified building on the premises. This also applies to the Washington state version of this form, **BP 04 53 01 06, Washington – Water Back-Up And Sump Overflow** which has been revised to form **BPF 84 22 08 21 – Washington – Water Back-Up And Sump Overflow (Building)**.
- **BPF 89 01 08 18 – Directors And Officers Liability Coverage** – Silver series replaces the Non-Profit Directors And Officers Liability Policy form (**NP 00 01 12 08**). The NP 00 01 extended coverage to include your estate, heirs and legal representatives. The **BPF 89 01** does not provide this coverage, and it would be a reduction in your coverage, if applicable.
- **Wind Or Hail Deductibles** (applicable to buildings and/or business personal property insurance located in the states of Colorado, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota and South Dakota). Dependent upon the actual location of the covered property, as well as the number of buildings covered in your policy, a windstorm or hail deductible will be applied. If a flat deductible is applied, form **BPF 83 10 08 18, Windstorm Or Hail Flat Deductible** will be attached to your policy (**BPF 83 11 08 18, Minnesota Windstorm Or Hail Flat Deductible** in the state of Minnesota). If a percentage deductible is applied, form **BPF 83 03 08 18, Windstorm Or Hail Percentage Deductibles** will be attached to your policy (**BPF 83 04 08 18, Minnesota Windstorm Or Hail Percentage Deductibles** in the state of Minnesota). The level of the deductible (flat dollar or percentage) is dependent upon the actual location of the covered property.

IV. POLICY ENHANCEMENT ENDORSEMENTS

If your former policy with us contained the **CONDOMINIUM ENHANCEMENT ENDORSEMENT**, it is being renewed with a revised endorsement.

- **BP 87 90 08 10 – Condominium Enhancement Endorsement** (also applicable to Illinois state version of this form **BP 87 92 03 16, Illinois Condominium Enhancement Endorsement**, and to the Washington state version of this form **BP 87 91 01 16, Washington Condominium Enhancement Endorsement**). These forms are being revised and replaced with the following:

POLICYHOLDERS WITH CONDOMINIUM EXPOSURES:

- The above form is replaced with **BPF 87 90 08 21, Condominium Enhancement Endorsement** – Platinum series (form **BPF 87 91 08 21, Condominium Enhancement Endorsement – Oregon** – Platinum series in Oregon; form **BPF 87 92 08 21, Condominium Enhancement Endorsement – Georgia** – Platinum series in Georgia). The following provides details of coverage broadening, duplication (by attachment of additional endorsements), and reduction from that provided by your former policy's condominium enhancement endorsement:

Broadenings Of Existing Coverage

- ✓ **Accounts Receivable.** The off premises coverage limit is increased to \$50,000.
- ✓ **Debris Removal – Outdoor Trees, Shrubs or Plants.** This coverage limit is increased to \$2,000 to remove this particular debris blown onto your premises by wind.
- ✓ **Fine Arts.** Coverage for fine arts is added in the limit of \$25,000.
- ✓ **Fire Department Service Charge.** This coverage limit is increased to \$250,000.
- ✓ **Fire Extinguisher Systems Recharge Expense.** This coverage limit is increased to \$50,000.
- ✓ **Identity Fraud Expense Coverage.** We will reimburse your expenses incurred by you as a direct result of identity fraud committed against your business, up to \$25,000. We will also pay up to \$5,000 for additional advertising expenses you incur to restore your reputation from this identity

0000 00050072 000025 0000



fraud attack.

- ✓ **Increase In Rebuilding Expenses Following Disaster.** We will pay an additional amount of up to 30% of the limit of insurance on the Building to cover increased expenses for labor and materials for repair or replacement following the formal declaration of a disaster which is directly related to your loss.
- ✓ **Other Insurance.** This endorsement states that coverage provided is excess over any other insurance covering the same loss or damage, whether collectable or not.
- ✓ **Outdoor Signs.** The outdoor signs coverage limit is increased to \$25,000.
- ✓ **Outdoor Trees, Shrubs Or Plants.** The limits of insurance for outdoor trees, shrubs or plants is increased to \$10,000 per occurrence, with a sublimit of \$2,500 per tree, shrub or plant.
- ✓ **Personal Property Off Premises.** This coverage limit is increased to \$50,000.
- ✓ **Surge Protection.** Coverage in the limit of \$20,000 is provided for loss of or damage to electronic data processing equipment from a power supply disturbance when the equipment is connected to a functioning surge protection device.
- ✓ **Utility Services (Direct Damage and Time Element).** \$25,000 per occurrence limits are provided for both direct damage and for time element utility services coverages. This includes transmission lines coverage (overhead and underground).
- ✓ **Damage To Property Of Others (Liability coverage).** This endorsement provides \$15,000 of coverage for property damage to property of others that is caused by you.

Duplication Of Existing Coverage By Means Of Additional Endorsements

- ✓ **Guaranteed Replacement Cost.** Form **BPF 84 73 08 18, Guaranteed Replacement Cost Coverage** will be added to your policy. However, if your former policy contained form **BP 04 83 01 10, Removal Of Insured-To-Value Provision**, that form will instead be added to your renewing policy, and form **BPF 84 73 08 18** will not be attached.
- ✓ **Ordinance Or Law Coverage.** \$300,000 combined limit – Ordinance Or Law (coverages 1, 2, and 3), form **BPF 84 64 08 21, Ordinance Or Law Coverage** will be added to your policy.
- ✓ **Water Back-Up And Sump Overflow.** \$300,000 – Water Back-Up And Sump Overflow. Form **BPF 84 21 08 21, Water Back-Up And Sump Overflow (Building)** will be added to your policy (**BPF 84 22 08 21, Washington- Water Back-Up And Sump Overflow (Building)** in Washington state).

Reductions In Existing Coverage

- ✓ **Auxiliary Buildings and Business Personal Property – Unscheduled.** Your former Condominium Enhancement Endorsement had provided \$25,000 limits for this coverage. No coverage is available for this exposure with your new policy. This represents a reduction in coverage.
- ✓ **Lock And Key Replacement.** Your former Condominium Enhancement Endorsement had provided \$1,000 per occurrence/\$100 per lock limits for this coverage. No coverage is available for this exposure with your new policy. This represents a reduction in coverage.
- ✓ **Pollutant Cleanup And Removal.** Your former Condominium Enhancement Endorsement had provided \$35,000 for this coverage. No additional coverage is available to increase this limit above the \$25,000 now provided. This represents a reduction in coverage.

If your former policy with us contained the **BUSINESSOWNERS ENHANCEMENT ENDORSEMENT**, it is being replaced with the following:

POLICYHOLDERS WITH CONDOMINIUM EXPOSURES:

- The above form is replaced with **BPF 87 90 08 21, Condominium Enhancement Endorsement** –

Platinum series (form **BPF 87 91 08 21, Condominium Enhancement Endorsement – Oregon –** Platinum series for condominium exposures in Oregon). The following provides details of coverage broadening, duplication (by attachment of additional endorsements), and reduction from that provided by your former policy's businessowners enhancement endorsement:

Broadenings Of Existing Coverage

- ✓ **Accounts Receivable.** The off premises coverage limit is increased to \$50,000.
- ✓ **Debris Removal.** This coverage limits are increased to \$150,000 for additional debris removal costs, and \$2,000 to remove this particular debris blown onto your premises by wind.
- ✓ **Fine Arts.** Coverage for fine arts is added in the limit of \$25,000.
- ✓ **Fire Department Service Charge.** This coverage limit is increased to \$250,000.
- ✓ **Fire Extinguisher Systems Recharge Expense.** This coverage limit is increased to \$50,000.
- ✓ **Identity Fraud Expense Coverage.** We will reimburse your expenses incurred by you as a direct result of identity fraud committed against your business, up to \$25,000. We will also pay up to \$5,000 for additional advertising expenses you incur to restore your reputation from this identity fraud attack.
- ✓ **Increase In Rebuilding Expenses Following Disaster.** We will pay an additional amount of up to 30% of the limit of insurance on the Building to cover increased expenses for labor and materials for repair or replacement following the formal declaration of a disaster which is directly related to your loss.
- ✓ **Newly Acquired Or Constructed Buildings.** This coverage limit is increased to \$1,000,000.
- ✓ **Other Insurance.** This endorsement states that coverage provided is excess over any other insurance covering the same loss or damage, whether collectable or not.
- ✓ **Outdoor Fences And Walls.** This coverage limit for outdoor fences and walls is increased to \$50,000.
- ✓ **Outdoor Signs.** The outdoor signs coverage limit is increased to \$25,000.
- ✓ **Outdoor Trees, Shrubs Or Plants (Outdoor Property).** The limits of insurance for outdoor trees, shrubs or plants matches your current limit of \$10,000 per occurrence, but now with an increased sublimit of \$2,500 per tree, shrub or plant.
- ✓ **Pollutant Cleanup And Removal.** The limit of insurance for pollutant cleanup and removal is increased to \$25,000
- ✓ **Surge Protection.** Coverage in the limit of \$20,000 is provided for loss of or damage to electronic data processing equipment from a power supply disturbance when the equipment is connected to a functioning surge protection device.
- ✓ **Utility Services (Direct Damage and Time Element).** Limits for both direct damage and for time element utility services coverage are increased to \$25,000. This includes transmission lines coverage (overhead and underground) for communication and power supply services.
- ✓ **Damage To Property Of Others** (Liability coverage). This endorsement provides \$15,000 of coverage for property damage to property of others that is caused by you.

Duplication Of Existing Coverage By Means Of Additional Endorsements

- ✓ **Business Income From Dependent Properties.** A \$25,000 limit will be displayed on your policy's Declarations page, unless a higher limit is purchased.
- ✓ **Ordinance Or Law Coverage.** \$50,000 combined limit – Ordinance Or Law (coverages 1, 2, and 3), form BPF 84 64 08 21, Ordinance Or Law Coverage will be added to your policy.

0000 00060072 000025 0000



- ✓ **Water Back-Up And Sump Overflow (Building).** A \$15,000 coverage limit for Water Back-Up And Sump Overflow (Building) will be added to your policy. Form **BPF 84 21 08 21, Water Back-Up And Sump Overflow (Building)** will be added to your policy (**BPF 84 22 08 21, Washington- Water Back-Up And Sump Overflow (Building)** in Washington state).

Reductions In Existing Coverage

- ✓ **Employee Dishonesty.** Your former Businessowners Enhancement Endorsement had provided \$10,000 of employee dishonesty coverage. This limit is not automatically being duplicated with your replacement enhancement endorsement, but coverage limits are available on an optionally purchased basis. Consult with your agent to determine if coverage limits are required for your business, and the corresponding cost for this coverage.
- ✓ **Forgery Or Alteration.** Your former Businessowners Enhancement Endorsement had provided an increase in your coverage limits from \$2,500 to a new limit of \$10,000. This higher limit is not automatically being duplicated with your replacement enhancement endorsement, but higher limits are available on an optionally purchased basis. Consult with your agent to determine if higher limits are required for your business, and the corresponding cost for these limits.
- ✓ **Interruption Of Computer Operations.** Your former Businessowners Enhancement Endorsement had provided an increase in your coverage limits from \$10,000 to a new limit of \$25,000. This higher limit is not being duplicated with your replacement enhancement endorsement, nor are higher limits available for this coverage. This constitutes a reduction in your coverage.
- ✓ **Inventory And Appraisal Expense.** Your former Businessowners Enhancement Endorsement had provided this coverage at a limit of \$10,000 per occurrence. This coverage is not being duplicated with your replacement enhancement endorsement, nor is an option available to purchase this coverage. This constitutes a reduction in your coverage.
- ✓ **Lock And Key Replacement.** Your former Businessowners Enhancement Endorsement had provided this coverage at a limit of \$1,000 per occurrence and \$100 for any one lock. This coverage is not being duplicated with your replacement enhancement endorsement, nor is an option available to purchase this coverage. This constitutes a reduction in your coverage.
- ✓ **Money And Securities.** Your former Businessowners Enhancement Endorsement had provided \$10,000 (inside the premises) and \$5,000 (outside the premises) of money and securities coverage. These limits are not automatically being duplicated with your replacement enhancement endorsement, but coverage limits are available on an optionally purchased basis. Consult with your agent to determine if coverage limits are required for your business, and the corresponding cost for this coverage.
- ✓ **Money Orders And Counterfeit Money.** Your former Businessowners Enhancement Endorsement had provided an increase in your coverage limits from \$1,000 to a new limit of \$5,000. This higher limit is not being duplicated with your replacement enhancement endorsement, nor are higher limits available for this coverage. This constitutes a reduction in your coverage.
- ✓ **Personal Effects.** Your former Businessowners Enhancement Endorsement had provided \$15,000 for this coverage. No additional coverage is available to increase this limit above the \$2,500 now provided by your policy. This represents a reduction in coverage.
- ✓ **Personal Property Off Premises.** Your former Businessowners Enhancement Endorsement had provided \$100,000 for this coverage. This replacement enhancement endorsement provides \$50,000 for this coverage, with no additional limits available for increase. This represents a reduction in coverage.
- ✓ **Preservation Of Property.** Your former Businessowners Enhancement Endorsement had provided 90 days for this coverage. No additional coverage is available to increase this limit above the 30 days now provided by your policy. This represents a reduction in coverage.
- ✓ **Seasonal Increase – Business Personal Property.** Your former Businessowners Enhancement Endorsement had provided 50% for this coverage. No additional coverage is available to increase this limit above the 25% now provided. This represents a reduction in coverage.
- ✓ **Tenant Building Coverage.** Your former Businessowners Enhancement Endorsement had

provided \$10,000 coverage for any building improvements or betterments made by you as a tenant, and for which you are responsible to insure. This coverage is not being duplicated with your replacement enhancement endorsement, nor is an option available to purchase this coverage. This constitutes a reduction in your coverage.

- ✓ **Tenant – Permanently Installed Equipment** (considered Business Personal Property). Your former Businessowners Enhancement Endorsement had provided \$25,000 coverage for any landlord owned property which you are responsible to insure. This coverage is not being duplicated with your replacement enhancement endorsement, nor is an option available to purchase this coverage. This constitutes a reduction in your coverage.
- ✓ **Tenants Liability Coverage (Broadened Coverage For Damage To Premises Rented To You)**. Your former Businessowners Enhancement Endorsement had provided \$300,000 of broadened coverage for damage to premises rented to you. This coverage is not automatically being duplicated with your replacement enhancement endorsement, but coverage limits are available on an optionally purchased basis. Consult with your agent to determine if coverage limits are required for your business, and the corresponding cost for this coverage.
- ✓ **Liability Property Damage – Damage To Property Of Others Caused By You**. Your former Businessowners Enhancement Endorsement had provided \$10,000 of liability coverage for damage to property of others that is caused by you. This coverage is not being duplicated with your replacement enhancement endorsement, nor is an option available to purchase this coverage. This constitutes a reduction in your coverage.

V. ADDITIONAL INSURED ENDORSEMENTS

The following additional insured endorsements are revised to:

- a. Add language to provide that the insurance afforded to an additional insured only applies to the extent permitted by law (in response to the growing number of states enacting anti-indemnification laws);
- b. Provide that, if coverage provided to the additional insured is required by contract or agreement, the insurance afforded to the additional insured will not be broader than that which the Named Insured is required by the contract or agreement to provide for the additional insured; and
- c. Provide that, if coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement or the amount of insurance available under the applicable Limits Of Insurance shown in the Declarations, whichever is less. The provision also provides that the endorsement will not increase the applicable Limits Of Insurance shown in the Declarations.
 - **BP 04 02 07 13 – Additional Insured – Managers or Lessors Of Premises**
 - **BP 04 06 07 13 – Additional Insured – Controlling Interest**
 - **BP 04 07 07 13 – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**
 - **BP 04 09 07 13 – Additional Insured – Mortgagee, Assignee Or Receiver**
 - **BP 04 10 07 13 – Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased**
 - **BP 04 11 07 13 – Additional Insured – Co-owner Of Insured Premises**
 - **BP 04 16 07 13 – Additional Insured – Lessor Of Leased Equipment**
 - **BP 04 47 07 13 – Additional Insured – Vendors**
 - **BP 04 48 07 13 – Additional Insured – Designated Person Or Organization**
 - **BP 04 49 07 13 – Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured**

0000 00070072 000025 0000



- ***BP 04 50 07 13 – Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization***
- ***BP 04 51 07 13 – Additional Insured – Owners, Lessees Or Contractors – With Additional Insured Requirement In Construction Contract***
- ***BP 04 52 07 13 – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations***

VI. DISCONTINUED FORMS

The following forms have either been discontinued for your type of business, or have been incorporated into another form attached to your policy. If previously included in your insurance coverage with us, they will not be attached to this policy, and may result in a reduction in your coverage:

- ***BP 07 12 01 06 – Self-Storage Facilities***
- ***BP 10 05 07 02 – Exclusion – Year 2000 Computer-Related And Other Electronic Problems***
- ***BP 83 01 07 98 – Multiple Property Coverage Deductible***
- ***BP 84 04 01 07 – Blanket Coverage***
- ***BP 84 08 01 17 – Housing Authority – Amendment Of Policy Provisions***
- ***BP 84 24 01 07 – American Family Liability Changes***
- ***BP 84 24 12 08 – American Family Liability Changes***
- ***BP 85 17 09 15 – Unmatched Property Damage Exclusion Endorsement And Appraisal Changes***
(this language has been incorporated into the applicable state “Changes” endorsement for the state in which you conduct operations, which is attached to your policy).
- ***BP 86 01 01 07 – Additional Insured – Grantor Of Franchise***
- ***CA 00 05 10 01 – Garage Coverage Form*** – coverage was replaced for apartment operations only with form BP 07 76 07 13, Apartment Buildings – Loss or Damage To Tenants’ Autos (Legal Liability Coverage). If your business is other than an apartment operation, or if you had garagekeepers coverage on a direct primary basis on your current policy with us, this represents a reduction in your coverage.