

# **COMMON POLICY DECLARATIONS**

Named	CASTLE VALLEY RANCH TOWNHOMES		F010129424-001-00001	
Insured	*SEE J7104 AMEND TO NAMED INS		Account No.	Prod. Count
Mailing Address	PO BOX 147 RIFLE, CO 81650-0147		07-50-359 Agent No.	60700-78-82 Policy Number
Form of Business	□ Individual □ Joint Venture □ Corporation □ Partnership	Limited Liability Co.	Business Description: Condominium	
Policy Period	From <u>09-13-2023</u> To <u>09-13-2024</u>	(not prior to time applied fo 12:01 A.M. Standard time a	or) t your mailing address show	n above.

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

This policy consists of the following coverage parts listed below and for which a premium is indicated. This premium may be subject to change.

Coverage Parts	Premium After Discount And Modification		
Condominiums Owners Policy	\$26,943.00		
Preferred Community Association Management	\$780.00		
Cyber Liability And Data Breach Expense Coverage	\$37.00		
Certified Acts Of Terrorism - See Disclosure Endorsement	Included		
Total (See Additional Fee Information Below)	\$27,760.00		

Forms Applicable To25-9230ED3All Coverage Parts:J7104-ED1

Reminder-Review Your Coverages Amendment To Named Insured

Your Agent Robert Loter Loter Insurance Agency Inc. Po Box 508 Silt, CO 81652 (970) 625-8800

Countersigned (Date)

By Authorized Representative

#### **Policy Number:**60700-78-82

#### Effective Date: 09-13-2023

#### Additional Fee Information

The following additional fees apply on an account, not a per-policy, basis.

• A service fee will be assessed on every installment invoice and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. In addition, for accounts fully enrolled in online billing and scheduled for recurring Electronic Funds Transfer (EFT) payments the fee will be waived.

State	Installment Fee
All states except Alaska, Florida, Maryland, New Jersey And West Virginia	\$6.00
Alaska and Maryland	Not applicable
Florida	\$3.00
NewJersey	\$7.00
West Virginia	\$5.00

• A returned payment fee applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.

State	NSF Fee
All States Except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia And West Virginia	\$30.00
North Dakota And Oklahoma	\$25.00
Nebraska And Indiana\$20.00	
Florida And West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey And Virginia	Notapplicable

• A late fee will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All States Except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, Virginia, South Carolina And West Virginia	\$20.00
Nebraska, Rhode Island And South Carolina	\$10.00
Alaska, Florida, Maryland, Missouri, New Jersey, Virginia And West Virginia	Not applicable

The following applies on a per-policy basis.

• A reinstatement fee of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.



POLICY NUMBER: 60700-78-82

# AMENDMENT OF NAMED INSURED

## SCHEDULE

The following is/are the Named Insured(s) on this policy:

CASTLE VALLEY RANCH TOWNHOMES CASTLE VALLEY RANCH TOWNHOMES CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION INC

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

SCHEDULE - PART I
Terrorism Premium (Certified Acts) \$ 275.00
Additional information, if any, concerning the terrorism premium:
SCHEDULE - PART II
Federal share of terrorism losses <u>80</u> % Year: 20 <u>23</u> (Refer to Paragraph <b>B.</b> in this endorsement)
Federal share of terrorism losses <u>80</u> % Year: 20 <u>24</u>
(Refer to Paragraph <b>B.</b> in this endorsement)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

# A. Disclosure Of Premium

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

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

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

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

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



Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

# POLICY DECLARATIONS - CONDO/TOWNHOME PREMIER POLICY

NamedCASTLE VALLEY RAN CH TOWNHOMESInsured\*SEE J7104 AMEND TO NAMED INS

Mailing POBOX 147 Address RIFLE, CO 81650-0147

 Policy Number
 60700-78-82
 Auditable

 Policy Period
 From 09-13-2023
 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

The following premium credits and discounts applied to the premium associated with this coverage part: **Favorable Loss Experience Discount** 

There may be other credits and discounts you may be able to enjoy, please contact your agent for full details.

Your Agent Robert Loter Loter Insurance Agency Inc. Po Box 508 Silt, CO 81652 (970) 625-8800

		overages apply to the described locations on for other coverages and extensions apply			ase reter to the Base	Coverages And
Option:	<u></u> E	3V - Blanket Value (see Base Coverage & Extensic	ons for the tota	al limit)		
Valuation		ACV - Actual Cash Value; AV - Agreed Value; RC -	-			
Abbrevia		RC - Extended RC; FRC-Functional RC; GRC - G ALS = Actual Loss Sustained; BI = Business Income				
				Expense		
Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address			
001	All	9-189 Redstone Dr 8-66 Foxwood Ln New Castle, CO 81647				
		Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Perio
Building				GRC	\$14,549,100	\$1,000
-	Receiva	ibles - On-Premises			\$5,000	\$1,000
Building-	Automa	atic Increase Amount			8%	
_		ce Or Law - 1 (Undamaged Part)			Included	None
-		ce Or Law - 2 (Demolition Cost)			\$894,500	None
-		ce Or Law - 3 (Increased Cost)			\$894,500	None
		ce Or Law - Increased Period of Restoration			Included	None
-		e Exclusion				
Debris Re	-				25% Of Loss + 10,000	
Electronic	: Data P	rocessing Equipment			\$10,000	\$1,000
Equipmer					Included	\$1,000
		down - Ammonia Contamination			\$25,000	
· ·		down - Drying Out Coverage			Included	
Equipmer	nt Break	down - Expediting Expenses			Included	
Equipmen	nt Break	down - Hazardous Substances			\$25,000	
Equipmer	nt Break	down - Water Damage			\$25,000	
Exterior B					Included	\$1,000
Outdoor I	-				\$150,000	\$1,000
Outdoor Property - Trees, Shrubs & Plants (Per Item)					\$25,000	\$1,000
Personal Effects					\$2,500	\$1,000
Specified Property					\$10,000	\$1,000
Valuable Paper And Records - On-Premises					\$5,000	\$1,000
	-	il Percentage/Fixed Dollar Deductible				1% Of Limit
Applies		_				
	-	that sustains loss or damage;				
	-	sonal Property at each building that				
D. DUSII						

PROPERT	Y, INLA	ND MARINE AND CRIME COVERAGES AND LIMIT	S			
The follo Extensio	wing c ns secti	overages apply to the described locations ar on for other coverages and extensions applying	id/or bu at the po	ilding. Ple licy level.	ase refer to the Base	Coverages And
Option: Valuation Abbrevia	n: A E	BV - Blanket Value (see Base Coverage & Extensions f ACV - Actual Cash Value; AV - Agreed Value; RC - Rep RC - Extended RC; FRC- Functional RC; GRC - Guara ALS = Actual Loss Sustained; BI = Business Income; E	lacement Inteed RC	Cost;		
Premises Number		Covered Premises Address	Mortgagee Name And Address			
001	All	9-189 Redstone Dr 8-66 Foxwood Ln New Castle, CO 81647				
		Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period

# PROPERTY, INLAND MARINE AND CRIME COVERAGE AND LIMITS OF INSURANCE

The following Coverages and Extensions apply to all covered locations (premises) and/or buildings. Please refer to the individual location (premises) section for coverages and limits specific to such location (premises).

Base Coverage And Extensions	Limit of Insurance	Deductible/ Waiting Period
Accounts Receivables - Off-Premises	\$2,500	\$1,000
Association Fees And Extra Expense	\$100,000	
Back Up Of Sewers Or Drains	\$150,000	\$1,000
Crime Conviction Reward	\$5,000	None
Drone Aircraft - Direct Damage (per occurrence)	\$10,000	\$1,000
Drone Aircraft - Direct Damage (per item)	\$2,500	\$1,000
Employee Dishonesty	\$150,000	\$500
Fire Department Service Charge	\$25,000	None
Fire Extinguisher Systems Recharge Expense	\$5,000	None
Forgery And Alteration	\$2,500	\$1,000
Limited Biohazardous Substance Coverage - Per Occurrence	\$10,000	\$1,000
Limited Biohazardous Substance Coverage - Aggregate	\$20,000	\$1,000
Limited Cov Fungi Wet Rot Dry Rot & Bacteria - Aggregate	\$15,000	\$1,000
Master Key	\$10,000	None
Master Key - Per Lock	\$100	None
Money And Securities - Inside Premises	\$10,000	\$500
Money And Securities - Outside Premises	\$10,000	\$500
Money Orders And Counterfeit Paper Currency	\$1,000	\$1,000
Newly Acquired Or Constructed Property	\$250,000	\$1,000
Outdoor Signs	\$50,000	\$500
Outdoor Signs - Per Sign	\$25,000	\$500
Personal Property At Newly Acquired Premises	\$100,000	\$1,000
Personal Property Off Premises	\$5,000	\$1,000
Preferred Community Association Management - Crisis Response	\$50,000	None
Premises Boundary	100 Feet	
Preservation Of Property	30 Days	
Valuable Paper And Records - Off-Premises	\$2,500	\$1,000

#### LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE

Each paid claim for the following coverage reduces the amount of insurance we provide during the applicable policy period. Please refer to the policy.

Premium Basis: (A) Area; (C) Total Cost; (P) Payroll; (S) Sales/Receipts; (U) Each Unit

(M) Public Area Square Feet

(O) Other:

## **Covered Premises And Operations**

Address	Classification /Exposure	Class Code	Prem. Basis	Annual Exposure	Rate	Advance Premiun
9-189 Redstone Dr 8-66 Foxwood Ln New Castle, CO 81647	Condominiums / Townhomes	8641	Incl	Included	Included	Included

# LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE CONTINUED

overage	Amount / Date
ieneral Aggregate (Other Than Products & Completed Operations) roducts And Completed Operations Aggregate ersonal And Advertising Injury	\$4,000,000 \$2,000,000 Included
ach Occurrence enants Liability (Each Occurrence)	\$2,000,000 \$75,000
ledical Expense (Each Person)	\$5,000
ollution Exclusion - Hostile Fire Exception	Included
referred Community Association Management - Per Claim	\$1,000,000
referred Community Association Management - Aggregate	\$1,000,000
irectors and Officers Errors and Omissions Liability - Per Claim/Aggregate	Included
hird Party Discrimination and Employment Practices Liability - Per Claim/Aggregate referred Community Association Management - Self Insured Retention	Included \$1,000
referred Community Association Management - Ser insured Retention	Date Established
referred Community Association Management - Prior Knowledge Date	09/13/2022
ired Auto Liability	\$2,000,000
on-Owned Auto Liability	\$2,000,000

# **Policy Number:** 60700-78-82

# Policy Forms And Endorsements Attached At Inception

Number	Title
25-2110	Notice - No Workers' Compensation Covg
25-9200ED3	Farmers Privacy Notice
25-9565ED1	Notice Re Pref Community Assoc Mgmt Covg
25-9613ED1	PHN-Cosmetic Damage Exclusion
56-5166ED5	Addl Conditions - Reciprocal Provisions
56-6191	Cyber Liability & Data Breach Dec
E0104-ED1	Business Liab Covg - Tenants Liability
E0119-ED5	Back Up Of Sewers And Overflow Of Drains
E0125-ED1	Lead Poisoning And Contamination Excl
E0147-ED1	War Liability Exclusion
E0224-ED4	Wind/Hail Percentage Ded
E2038-ED3	Conditional Exclusion Of Terrorism
E3015-ED2	Calculation Of Premium
E3024-ED3	Condominium Common Policy Conditions
E3037-ED1	No Covg-Certain Computer Related Losses
E3314-ED3	Condominium Liability Coverage Form
E3336-ED2	Hired Auto And Non-Owned Auto Liability
E3422-ED3	Condominium Property Coverage Form
E4009-ED4	Mold And Microorganism Exclusion
E6288-ED3	Exclusion - Conversion Projects
J6300-ED3	Disclosure - Terrorism Risk Ins Act
J6316-ED2	Excl Of Loss Due To Virus Or Bacteria
J6347-ED1	Excl-Violation Of Statutes
J6350-ED1	Employee Dishonesty - Property Manager
J6351-ED2	Limited Terrorism Exclusion
J6353-ED1	Change To Limits Of Insurance
J6612-ED2	Equipment Breakdown Coverage Endorsement
J6739-ED1	Two Or More Coverage Forms
J6829-ED1	Limited Coverage For Fungi And Bacteria
J6833-ED2	Condominium Premier Package End
J6848-ED1	Guaranteed Replacement Cost
J6849-ED2	Deductible Provisions
J7110-ED1	Exclusion Confidential Info
J7114-ED1	Removal Of Asbestos Exclusion
J7122-ED2	Loss Payment - Profit, Overhead & Fees
J7131-ED1	Dishonesty Excl-Tenant Vandal Excp
J7133-ED1	Limited Biohazardous Substance Cov
J7136-ED1	Pollution Exclusion - Expanded Exception
J7139-ED1	Bus Inc & Extra Exp - Partial Slowdown
J7144-ED1	Amendment Of Pers & Advertising Inj Covg
J7158-ED1	Damage To Property Exclusion Revised

# **Policy Number:** 60700-78-82

# Policy Forms And Endorsements Attached At Inception

# **Effective Date:** 09-13-2023

Number	Title
J7183-ED1	Limitation - Designated Premises/Project
J7222-ED1	Marijuana Exclusion
J7227-ED1	Waiver Of Transfer Of Rights Of Recovery
J7228-ED1	Drone Aircraft Coverage
J7230-ED1	Supplementary Payments
J7231-ED1	Addl Insd-Mgrs Or Lessors Of Premises
J7493-ED1	Windstorm & Hail Loss Cond Endorsement
J7495-ED1	Pref Community Association Mgmt Coverage
J7504-ED1	Cosmetic Damage Exclusion
J7507-ED1	Cyber Incident Exclusion
S0741-ED4	CO Chgs-Canc & Nonrenewal
S0763-ED1	Colorado Changes



Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

# DECLARATIONS CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE

THIS COVERAGE INCLUDES CLAIMS MADE AND REPORTED COVERAGES. SUBJECT TO ITS TERMS, THIS COVERAGE FORM'S CLAIMS MADE COVERAGES APPLY ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE COMPANY AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 30 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, DURING THE OPTIONAL EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS CLAIMS EXPENSES, WHICH INCLUDES DEFENSE COSTS, SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THE COVERAGE FORM CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

NamedCASTLE VALLEY RANCH TOWNHOMESInsured\*SEE J7104 AMEND TO NAMED INS

Policy Number 60700-78-82

Mailing POBOX 147 Address RIFLE, CO 81650-0147

Policy From: <u>09-13-2023</u> Period To: <u>09-13-2024</u> 12:01 A.M. Standard time at your mailing address shown above.

Retroactive Date: 09/13/2022

Continuity Date: 09/13/2022

# **Optional Extension Period:**

Length of optional extension period:

If no time period is stated, optional extension period coverage is not provided.

Cyber Extortion Hot Line: 1-800-435-7764

Coverage	Limit Of Insurance	Retention/Waiting Period
Aggregate Limit of Liability	\$50,000	
Insuring Agreement A - Information Security & Privacy Liability	\$50,000	\$2,500
Insuring Agreement B - Privacy Breach Response Services	\$50,000/ 5,000 Notified Individuals	\$2,500/ 100 Notified Individuals
Insuring Agreement C - Regulatory Defense & Penalties	\$50,000	\$2,500
Insuring Agreement D - Website Media Content Liability	\$50,000	\$2,500
Insuring Agreement E - PCI Fines, Expenses And Costs	\$10,000	\$2,500
Insuring Agreement F - Cyber Extortion	\$50,000	\$2,500
Insuring Agreement G - First Party Data Protection	\$50,000	\$2,500
Insuring Agreement H - First Party Network Business Interruption Income Loss/Extra Expense Waiting Period	\$50,000	\$2,500 12 hours

# Policy Forms And Endorsements Attached At Inception

Number	Title
Number 25-8934 J7155-ED1 S0759-ED1	Title         CO Ph Notice Re Claims-Made Policies         Cyber Liability Coverage Form         Cyber Liab - CO Amendatory Endor

# WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS COVERAGE FORM CONDOMINIUM COVERAGE FORM

SCHEDULE			
Location No.	Windstorm or Hail Deductible Percentage		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

The Windstorm or Hail Deductible, as shown in the Schedule, applies to loss of damage to Covered Property caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of a Windstorm or Hail occurrence.

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

The Windstorm or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

#### WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage shown in the Schedule of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

- 1. Each building or structure that sustains loss or damage;
- 2. The building or structure and to personal property in that building or structure, of both sustain loss or damage;
- 3. Personal property at each building or structure that sustains loss or damage.

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

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

#### **EXAMPLE - APPLICATION OF DEDUCTIBLE:**

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the business personal property.

The Deductible is 2%.

## Building

Step (1): \$80,000 X 2% = \$1,600 Step (2): \$60,000 - \$1,600 = \$58,400

## **Business Personal Property**

Step (1): \$64,000 X 2% = \$1,280 Step (2): \$40,000 - \$1,280 = \$38,720

The most we will pay is \$97,120 (\$58,400 + \$38,720). The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).



Dear Valued Customer,

Have the growth of your business and rising labor costs reduced the accuracy of the payroll or revenue shown on your policy? Have increased costs and inflationary trends reduced the protection provided by your policy? Building and Business Personal Property insurance limits, once adequate, may no longer meet today's repair or replacement costs.

To help compensate for these inflationary trends, the limits of insurance for Building and/or Business Personal Property coverages have been increased by a modest percentage. To keep your policy current with rising labor costs and normal business growth, the payroll and/or revenue have also been increased by a modest percentage.

This renewal offer includes the adjusted limits of insurance, payroll, revenue, and premium for your policy. The adjustments are relatively small, and they're based on estimated increases in the past year's construction and repair costs, as well as other inflationary factors, such as rising labor costs and normal business growth.

These increases do not guarantee adequate coverage for any loss; they are based on estimates. It is possible, for example, that updates or improvements to your property or increased sales might cause your individual needs for coverage to be greater than the amount provided by these adjustments. If you have not reviewed your policy recently, the effects of inflationary changes over time create the likelihood that the increases we made are less than the increases you need for optimal coverage.

These changes are made to better serve your insurance needs, and we encourage you to contact your Farmers<sup>®</sup> agent, who will be pleased to help you with a comprehensive review of your policy.

Acceptance of these changes does not waive the provisions of the coinsurance clause or any other policy clause.

Thank you for choosing Farmers. We appreciate your business.





# **COSMETIC DAMAGE EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the:

APARTMENT OWNERS PROPERTY COVERAGE FORM CONDOMINIUM PROPERTY COVERAGE FORM BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

## SCHEDULE

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

**A.** The following provision applies with respect to the building(s) identified in the Schedule above:

We will not pay for "cosmetic damage" caused by windstorm or hail to metal roof surfaces, "metal roof materials", or "metal exterior building surfaces" that are part of the buildings and structures.

- **B.** For purposes of this endorsement, the following definitions apply:
  - **1.** "Cosmetic damage" means:

Marring, pitting or other superficial damage that has altered the exterior appearance of the metal roof surfaces, "metal roof materials", "metal exterior building surfaces", and/or their finishes, caused by windstorm or hail. This includes, but is not limited to, any disfigurement, blemish, discoloration, weathering, stretching, scratching, chipping, cracking, scorching, denting, creasing, gouging, fading, staining, tearing, oxidizing, blistering, or thinning.

- 2. "Metal roof materials" include:
  - **a.** All metal component parts of the roof which are exposed to the weather, including those which extend above the surface of the roof, including, but not limited to all vents, vent caps, turbines and piping;
  - **b.** Any materials that are installed when repairing or replacing "metal roof materials", including, but not limited to, sheathing, decking, and flashing.
- 3. "Metal exterior building surfaces" include:
  - **a.** HVAC unit enclosures, covered parking structures, skylights, flashings, chimney caps, siding, doors, roofs, walls, window frames and gutters.



J7122 2nd Edition

# LOSS PAYMENT CONDITION -PROFIT, OVERHEAD, AND INCREASED FEES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM APARTMENT OWNERS PROPERTY COVERAGE FORM CONDOMINIUM PROPERTY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by this endorsement.

Paragraph **6.d.** of Sub-section **E. Property Loss Conditions** of **Section I - PROPERTY** of the Businessowners Coverage Form, Paragraph **6.d.** of Section **E. Property Loss Conditions** of the Businessowners Special Property Coverage Form and the Apartment Owners Property Coverage Form, and Paragraph **5.d.** of Section **E. Property Loss Conditions** of the Condominium Property Coverage Form is amended as follows:

Sub-paragraph (1) is amended to add the following:

(f) We will not pay for the increased fee, charge or cost attributable to a general contractors profit and overhead or other similar fees or charges, unless you have incurred them and they are reasonable.