19-0044-00 WHITEHEAD INSURANCE GROUP INC PO BOX 3907 CROSSVILLE TN 38557-3907

Agency phone: 931-484-5103

04-29-2024



LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

Auto-Owners Insurance Company

You can view your policy or change your paperless options at any time online at www.auto-owners.com.

CITYVIEW CONDOMINIUM ASSOC INC PO BOX 51767 KNOXVILLE TN 37950-1767

RE: Policy 124619-03111000-24

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

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

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

59325 (12-19)

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

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

Protecting Confidentiality

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

Information We Obtain

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

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

The Internet and Your Information

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

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

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

Limited Disclosure

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

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

59325 (12-19)

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

How Long We Retain Your Information

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

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

Changes to the Privacy Policy

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

Contact Us

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

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

59390 (11-20)

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

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

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

This notice is for informational purposes only.

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

64360 (8-21)

NOTICE OF CHANGE IN POLICY TERMS CHANGES - EXCLUSION FOR INSECTS, BIRDS, RODENTS OR OTHER ANIMALS

Dear Policyholder,

Your policy is amended by the enclosed endorsement entitled CHANGES - EXCLUSION FOR INSECTS, BIRDS, RODENTS OR OTHER ANIMALS 64352 (12-20). The endorsement provides that your property exclusion for "Insects, birds, rodents or other animals" is now limited to losses involving "Nesting or Infestation, or discharge or release of waste products or secretions".

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

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

64360 (8-21)

Page 1 of 1



Issued 04-29-2024

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

AGENCY WHITEHEAD INSURANCE GROUP INC

MKT TERR 094

931-484-5103

INSURED CITYVIEW CONDOMINIUM ASSOC INC

ADDRESS PO BOX 51767

19-0044-00

KNOXVILLE TN 37950-1767

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

COMMON POLICY INFORMATION

Business Description: Association

Entity: Association_____

Program: Condominium-Residential Association

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$113,513.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$7,068.00
COMMERCIAL CRIME COVERAGE	\$341.00
TOTAL	\$120,922.00
PAID IN FULL DISCOUNT	\$12,293.00
TOTAL POLICY PREMIUM IF PAID IN FULL	\$108,629.00
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable): IL0017 (11-85) 55001 (07-12) 55056 (07-87) 59390 (11-20)

A merit rating plan factor of 0.95 applies.

Countersigned By: _____

TAILORED PROTECTION POLICY DECLARATIONS

	Renewa	Effecti	ve 06-10-2024
POLICY	NUMBER	124	619-03111000-24
Company	y Use		03-46-TN-1206
Company Bill		Policy	Term
	12:01 a.	m.	12:01 a.m.

06-10-2024

24 06-10-2025

55039 (11-87)

Page 1

INSURED CITYVIEW CONDOMINIUM ASSOC INC

COMMERCIAL PROPERTY COVERAGE

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

STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION

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

Issued 04-29-2024

Company **POLICY NUMBER 124619-03111000-24** Bill 03-46-TN-1206

Term 06-10-2024 to 06-10-2025

54104 (07-87)

55198 (12-10)

AGENCY WHITEHEAD INSURANCE GROUP INC 19-0044-00 MKT TERR 094

Company **POLICY NUMBER 124619-03111000-24** Bill 03-46-TN-1206

Term 06-10-2024 to 06-10-2025

INSURED CITYVIEW CONDOMINIUM ASSOC INC

55198	(12-1	0)
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STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION						
COVERAGE	LIMIT					
UTILITY SERVICES FAILURE	\$50,000					
VALUABLE PAPERS AND RECORDS ON PREMISES	\$50,000					
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$10,000					
WATER BACK-UP FROM SEWERS OR DRAINS	\$15,000					

	at apply to this c	overage p	art.						
64004	(12 - 10)	54198	(12-10)	54334	(12-10)	64020	(12-10)	54189	(12-10)
54186	(12-10)	54218	(03-13)	54217	(07-17)	54216	(03-13)	54214	(03-13)
54221	(12-10)	54220	(06-00)	54219	(12-10)	54338	(03-13)	54339	(03-13)
64010	(12-10)	64352	(12-20)	64000	(12-10)				

Coverages Provided

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

LOCATION 0001 - BUILDING 0001

Location: 445 W Blount Ave, Knoxville, TN 37920-1106

Occupied As: Condo Association

Secured Interested Parties: None

Rating Information

Territory: 471 Program: Condominium-Residential A Protection Class: 02 Annual Receipts: \$500,000 Specific Rate - Pers Prop: 0.069 County: Knox Construction: Frame Class Code: 0343 Specific Rate - Building: 0.079 Class Rate - Bi & Extra Exp: 1.560

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING Causes of Loss			\$36,736,000		
Basic Group I	90%	\$40,000*		0.133	\$48,859.00
Basic Group II	90%	\$40,000*		0.113	\$41,512.00
Windstorm/Hail	90%	1% *			Included
Special	90%	\$40,000*		0.029	\$10,653.00
Theft	90%	\$40,000*			Included
OPTIONAL COVERAGE					

Auto-Owners Ins. Co.

AGENCY WHITEHEAD INSURANCE GROUP INC 19-0044-00 MKT TERR 094

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Term 06-10-2024 to 06-10-2025

POLICY NUMBER 124619-03111000-24

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
Agreed Value Exp Date 06-10-2025					
Inflation Guard Factor Building 1.000					
Replacement Cost					
Equipment Breakdown		\$40,000	See Form 54843		\$2,809.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$7,031.00
Tier: Standard					
ORDINANCE OR LAW Coverage A-Undamaged Portion		\$40,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$40,000	\$60,000		Included
Coverage C-Increased Cost		\$40,000	\$60,000		Included
PERSONAL PROPERTY Causes of Loss			\$208,820		
Basic Group I	90%	\$40,000*		0.103	\$215.00
Basic Group II	90%	\$40,000*		0.057	\$119.00
Windstorm/Hail	90%	1% *			Included
Special	90%	\$40,000*		0.090	\$188.00
Theft	90%	\$40,000*			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 06-10-2025					
Inflation Guard Factor Personal Property 1.032					
Replacement Cost					
Equipment Breakdown		\$40,000	See Form 54843		\$15.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$36.00
Tier: Standard					
ORDINANCE OR LAW Coverage D-Tenant's I&B		\$40,000	\$60,000		Included
BI & EXTRA EXP 0 Hour Waiting Period			Actual Loss Sustained 12 Months		
Causes of Loss					
Special	0%	\$0		1.544	\$772.00
Theft					Excluded
OPTIONAL COVERAGE					
Equipment Breakdown		\$0	See Form 54843		\$20.00

*This deductible will apply separately to each building.

Forms that apply to this building:

54835	(07-08)	IL0250	(02-89)	IL0003	(07-02)	59350	(01-15)	64036	(02-12)
64224	(01-16)	59325	(12-19)	64326	(07-19)	CP0090	(07-88)	64000	(12-10)
64013	(12-10)	64010	(12-10)	64020	(12-10)	64004	(12 - 10)	54843	(07-19)
54585	(12-10)	64352	(12-20)	64014	(07-17)	59390	(11-20)		

03-46-TN-1206

Company Bill

Auto-Owners Ins. Co.

AGENCY WHITEHEAD INSURANCE GROUP INC 19-0044-00 MKT TERR 094

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Company POLICY NUMBER 124619-03111000-24 Bill 03-46-TN-1206

Term 06-10-2024 to 06-10-2025

LOCATION 0001 - BUILDING 0002

Location: 445 W Blount Ave, Knoxville, TN 37920-1106

Occupied As: Condo Association

Secured Interested Parties: None

Rating Information

Territory: 471 Program: Condominium-Residential A Protection Class: 02 Spcl Class Rate - Swimming Pool In The Open: 0.076 County: Knox Construction: N/A Class Code: 1190

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
SWIMMING POOL IN THE OPEN Causes of Loss			\$104,000		
Basic Group I	90%	\$40,000		0.048	\$50.00
Basic Group II	90%	\$40,000		0.046	\$48.00
Windstorm/Hail	90%	1%			Included
Special	90%	\$40,000		0.044	\$46.00
Theft	90%	\$40,000			Included
OPTIONAL COVERAGE					
Agreed Value Exp Date 06-10-2025					
Replacement Cost					
Equipment Breakdown		\$40,000	See Form 54843		\$4.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$12.00
Tier: Standard					
ORDINANCE OR LAW Coverage A-Undamaged Portion		\$40,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$40,000	\$60,000		Included
Coverage C-Increased Cost		\$40,000	\$60,000		Included
*This deductible will apply separately to each build	ding.	1		11	

Forms that apply to this building:										
54835	(07-08)	IL0250	(02-89)	IL0003	(07-02)	59350	(01-15)	64036	(02-12)	
64224	(01-16)	59325	(12-19)	64326	(07-19)	CP0090	(07-88)	64000	(12-10)	
64010	(12-10)	64020	(12-10)	64004	(12 - 10)	54843	(07-19)	54585	(12-10)	
64352	(12 - 20)	59390	(11 - 20)							

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY			
TERRORISM - CERTIFIED ACTS	SEE FORM: 59350, 54835, 59390		\$1,124.00
		LOCATION 0001	\$113,513.00

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Company **POLICY NUMBER 124619-03111000-24** Bill 03-46-TN-1206

Term 06-10-2024 to 06-10-2025

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You	\$300,000 Any One Premise
(Fire, Lightning, Explosion, Smoke or Water Damage)	
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

55405	(07-08)	59350	(01-15)	55146	(06-04)	IL0250	(02-89)	IL0017	(11-85)
IL0021	(07-02)	CG2106	(05-14)	55091	(05-17)	CG2004	(11-85)	CG2167	(12-04)
CG0001	(04-13)	55513	(05-17)	CG2109	(06-15)	55029	(05-17)	CG2196	(03-05)
CG2132	(05-09)	CG2147	(12-07)	55885	(05-17)	59325	(12-19)	59390	(11-20)

Auto-Owners Ins. Co.

AGENCY WHITEHEAD INSURANCE GROUP INC 19-0044-00 MKT TERR 094

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Company **POLICY NUMBER 124619-03111000-24** Bill 03-46-TN-1206

Term 06-10-2024 to 06-10-2025

LOCATION 0001 - BUILDING 0001

Location: 445 W Blount Ave, Knoxville, TN 37920-1106

Territory:	002

County: Knox

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Lakes Or Reservoirs - Existence Hazard Only (For Profit)	45523	Prem/Op Prod/Comp Op		Each 1 905.035 9.446	\$905.00 \$9.00
Parking - Private	46622	Prem/Op Prod/Comp Op	,	Each 1000 24.790 1.985	\$1,648.00 \$132.00
Swimming Pools Noc	48925	Prem/Op Prod/Comp Op		336.136 24.618	\$336.00 \$25.00
Condominiums - Residential - (Association Risk Only)	62003	Prem/Op Prod/Comp Op		Each 1 30.716 1.604	\$3,747.00 \$196.00
COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY					
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390					
			LOCATION 0	001	\$7,068.00

55041 (02-88)

COMMERCIAL CRIME COVERAGE

THIS DECLARATIONS PAGE SHOWS THE COVERAGE FORM(S) AND SECTION(S) WHICH APPLY AND FOR WHICH YOU HAVE PAID A PREMIUM.

Plan: 01 Combination Crime-Separate Limits Option

Location: All Premises

COVERAGE	BY PERSON/ POSITION	SECTION	LIMIT	DEDUCTIBLE	PREMIUM
A-Blanket Employee Dishonesty			\$250,000	\$1,000	\$341.00

Cancellation of prior insurance: By acceptance of this fidelity bond you give us notice cancelling prior fidelity bond with the cancellation to be effective at the time this policy becomes effective.

Forms that apply to all premises:

IL0017 (11-85)	IL0250 (02-89)	IL0003 (07-02)	29415 (01-16)	59325 (12-19)
CR0001 (10-90)	CR1000 (06-95)	CC175 (01-86)	25053 (07-16)	

COMMERCIAL CRIME COVERAGE - ALL PREMISES PREMIUM SUMMARY		
ALL PREMISES PREMIUM	\$341.00	

INSURED CITYVIEW CONDOMINIUM ASSOC INC

Company POLICY NUMBER 124619-03111000-24 Bill 03-46-TN-1206

Term 06-10-2024 to 06-10-2025

55056 (07-87)

SUPPLEMENTAL DECLARATIONS

INTENT OF BUILDING COVERAGE IS TO COVER THE ENTIRE BUILDING, INCLUDING INTERIOR OF UNITS NOT TO INCLUDE PERSONAL BELONGINGS AND IMPROVEMENTS AND BETTERMENTS. COVERAGE INTENDED FOR FLOORS, WALLS, CABINETS, PAINT AND INTERIOR FIXTURES.

54585 (12-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDERS RISK COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

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

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded elsewhere in this policy. If you have a flood insurance policy, a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that policy.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings:

- **a.** Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance.
- **b.** Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance.

Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

WINDSTORM OR HAIL DEDUCTIBLE CALCULATIONS

A. Calculation Of The Deductible - All Policies

- 1. A deductible is calculated separately for, and applies separately to:
 - a. Each building that sustains covered loss or damage;

- **b.** Personal Property in or on the building or in the open (or in a vehicle) within 1,000 feet of the described premises that sustains covered loss or damage; and
- **c.** Other Covered Property:
 - (1) That is scheduled in the Declarations; and
 - (2) Sustains loss or damage.

If there is damage to both a building and personal property as described in **a.** and **b.** above, separate deductibles apply to the building and to the personal property.

- 2. We will not pay for loss or damage until the amount of covered loss or damage exceeds the applicable Deductible. We will then pay the amount of covered loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction by any of the following:
 - **a.** Coinsurance Condition;
 - **b.** Agreed Value Optional Coverage; or
 - **c.** Any provision in a Value Reporting Form relating to full reporting or failure to submit reports.
- **3.** When property is covered under Coverage Extension for Newly Acquired or Constructed Property: In determining the amount, if any, that we will pay for covered loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Declarations for any described premises.

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54585 (12-10)

B. Calculation Of The Deductible - Specific Insurance Other Than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for covered loss or damage, we will deduct an amount equal to the percentage (as shown in the Declarations) of the Limit(s) of Insurance applicable to the property that has sustained covered loss or damage.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for covered loss or damage, we will deduct an amount equal to the percentage (as shown in the Declarations) of the value(s) of the property that has sustained covered loss or damage. The value(s) to be used are the latest value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the full value(s) of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates.
- **b.** If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit(s) of Insurance.

C. Calculation Of The Deductible - Blanket Insurance Other Than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for covered loss or damage, we will deduct an amount equal to the percentage (as shown in the Declarations) of the value(s) of the property that has sustained covered loss or damage. The value(s) to be used are those shown in the most recent Statement of Values on file with us.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained covered loss or damage, we will deduct an amount equal to the percentage (as shown in the Declarations) of the value(s) of that property as of the time of covered loss or damage.

D. Calculation Of The Deductible - Builders' Risk Insurance

1. Builders' Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage (as shown in the Declarations) of the actual cash value(s) of that property as of the time of covered loss or damage.

2. Builders' Risk Reporting Form

In determining the amount, if any, that we will pay for covered loss or damage, we will deduct an amount equal to the percentage (as shown in the Declarations) of the value(s) of the property that has sustained covered loss or damage. The value(s) to be used are the actual cash value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the actual cash value(s) of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value(s) as of the report date.
- b. If the first Report of Values is not filed with us prior to covered loss or damage, we will determine the deductible amount as a percentage of the actual cash value(s) of the property as of the time of covered loss or damage.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

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

- 3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.
- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.
 "Terrorism" means activities against persons, organizations or property of any nature:
 - **1.** That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

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

Exclusion Of "Terrorism"

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

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

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

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64326 (7-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - ACTUAL CASH VALUE AND DEPRECIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

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

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

- b. Any applicable taxes; and
- c. Profit and overhead

necessary to repair, rebuild or replace lost or damaged property.

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

All other policy terms and conditions apply.

64352 (12-20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - EXCLUSION FOR INSECTS, BIRDS, RODENTS OR OTHER ANIMALS

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - SPECIAL FORM

B. EXCLUSIONS, **2.d.(5)** is deleted and replaced by the following exclusion.

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

A. Applicability Of This Endorsement

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

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

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

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

- **1.** That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - **b.** Commission or threat of a dangerous act; or

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

Exclusion Of "Terrorism"

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

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

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

59350 (1-15)

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

It is agreed:

- 1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
- 2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
 - **a.** the Secretary of Homeland Security; and
 - b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

- **3.** Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - **b.** (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and
 - (2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

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

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

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

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

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