+0000277 140-307 HOMESTEAD HOMEOWNERS ASSOCIATION PO BOX 252 RIFLE CO 81650-0252

### **AMERICAN FAMILY MUTUAL INSURANCE COMPANY**

MADISON, WISCONSIN 53783-0001

#### **COMMON DECLARATIONS**

POLICY NUMBER 05 XE1346-01

COMPANY CODE 0016-BLBK-CO CUSTOMER BILLING ACCOUNT 012-945-262 00

NAMED

INSURED HOMESTEAD HOMEOWNERS ASSOCIATION

MAILING PO BOX 252

ADDRESS RIFLE CO 81650-0252

**POLICY PERIOD** 

FROM 09/13/2016 TO 09/13/2017

12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS:

CORPORATION

**BUSINESS DESCRIPTION:** 

HOMEOWNERS ASSOCIATION

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

This policy consists of the following coverage parts for which a premium is indicated, this premium may be subject to adjustment.

**PREMIUM** 

COMMERCIAL GENERAL LIABILITY COVERAGE PART

\$407.00

**TOTAL PREMIUM** 

\$407.00

AUTHORIZED REPRESENTATIVE July Salamade President

Tech\_

COUNTERSIGNED LICENSED RESIDENT AGENT

AGENT 140-307
JIM LORD
827 RAILROAD AVE
RIFLE

CO 81650-3511

PAGE BRANCH

01 SRT

02-12

ENTRY DATE 06/15/2016

# AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER 05 XE1346-01

COMPANY CODE 0016-BLBK-CO

NAMED

INSURED HOMESTEAD HOMEOWNERS ASSOCIATION

MAILING PO BOX 252

ADDRESS RIFLE CO 81650-0252

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

PERSONAL & ADVERTISING INJURY LIMIT

EACH OCCURRENCE LIMIT

DAMAGE TO PREMISES RENTED TO YOU LIMIT - ANY ONE PREMISES

MEDICAL EXPENSE LIMIT - ANY ONE PERSON

\$2,000,000

\$1,000,000

\$1,000,000

\$100,000

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#### LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION 0001

PREMISES 001

201 RAILROAD AVE

RIFLE GARFIELD COUNTY CO 81650-0252

CLASSIFICATION

PREMIUM

 CODE
 DESCRIPTION
 BASIS
 RATE
 ADVANCE PREMIUM

 ALL
 PR/
 ALL
 PR/

 OTHER
 CO
 OTHER
 CO

09030 HOMEOWNERS ASSOCIATION

PRODUCTS-COMPLETED OPERATIONS ARE

SUBJECT TO THE GENERAL AGGREGATE LIMIT

138 2.946

(007) (A)

A=EACH ONE

007=UNITS

TOTAL ADVANCE PREMIUM

\$407.00

\$407.00

Forms and endorsements applying to this coverage part and made part of this policy at time of issue:

CG 21 75 01 15 IL 00 21 07 02 IL 00 17 11 98 IL 75 02 06 99 CG 21 60 09 98 CG 77 14 04 02 CG 21 96 03 05 CG 21 67 12 04 IL 75 26 12 05 IL 02 28 09 07 CG 00 01 12 07 CG 21 47 12 07 CG 77 04 07 10 IL 75 40 03 16 IL 09 85 01 15

AUTHORIZED REPRESENTATIVE July Salomal

Fech.

COUNTERSIGNED LICENSED RESIDENT AGENT

AGENT 140-307 JIM LORD

827 RAILROAD AVE

RIFLE

CO 81650-3511

PAGE

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ENTRY DATE 06/15/2016

COMMERCIAL GENERAL LIABILITY CG 21 75 01 15

# THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

#### **TERRORISM**

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

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

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

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

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

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

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

# **NON-STACKING OF LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART EMPLOYEE BENEFIT LIABILITY COVERAGE PART COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

In consideration of the premium charged, it is hereby understood and agreed that if any claim under this policy is also covered by one or more other policies issued to "you" by "us", then with respect to such claim:

- 1. Coverage provided by this policy does not stack, combine or aggregate to provide coverage in addition to or excess of coverage provided by any other policy issued to "you" by "us"; and
- 2. Any coverage that is required to be stacked under the law will be reduced to the mandatory minimum limits required under the law.

Nothing contained in this Endorsement shall be construed to increase the limit of liability of this policy.

All other terms, conditions and Endorsements shall remain unchanged.

POLICY NUMBER: 05 XE1346-01

IL 09 85 01 15

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

# DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE
SCHEDULE - PART I
Terrorism Premium (Certified Acts) \$
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):
Additional information, if any, concerning the terrorism premium:
SCHEDULE - PART II
Federal share of terrorism losses % Year: 20
(Refer to Paragraph B. in this endorsement.)
Federal share of terrorism losses % Year: 20
(Refer to Paragraph B, in this endorsement.)
Federal share of terrorism losses is 85% through 2015; 84% beginning January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020.
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.