

#### Policyholder Information

#### **Named Insured & Mailing Address**

#### Agent Mailing Address & Phone No.

CRESTED MOUNTAIN NORTH CONDOMINIUMS ASSOCIATION INC C/O TOAD PROPERTY MANAGMENT PO BOX 2776 CRESTED BUTTE CRESTED BUTTE, CO 81224 (800) 962-7132 ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC 6300 S SYRACUSE WAY STE 700 CENTENNIAL, CO 80111-7305

# 2766/450

#### Dear Policyholder:



Your

Commercial Documents

We know you work hard to build your business. We work together with your agent, **ARTHUR J GALLAGHER RISK** (800) 962-7132 to help protect the things you care about. Thank you for selecting us.



Enclosed are your insurance documents consisting of:

Commercial Umbrella

To find your limits of insurance and premium please refer to your Declarations page(s). Please refer to your policy for specific coverages.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (800) 962-7132



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (800) 962-7132
- In case of a claim, call your Agent or 1-800-362-0000

#### You Need To Know

CONTINUED ON NEXT PAGE

#### You Need To Know - continued

#### • NOTICE(S) TO POLICYHOLDER(S)

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
NP 73 12 01 15	Terrorism Insurance Premium Notice And Opportunity To Reject
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory
	Notice to Policyholders
NP 89 69 11 10	Important Policyholder Information Concerning Billing Practices

• This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

#### REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

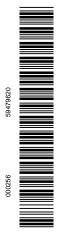
Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at <u>800-362-0000</u> for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

#### Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at <a href="https://www.libertymutualgroup.com/toolkit">www.libertymutualgroup.com/toolkit</a>.
For all claims inquiries please call us at 800-362-0000.



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CRESTED MOUNTAIN NORTH
CONDOMINIUMS ASSOCIATION INC
PO BOX 2776 CRESTED BUTTE
CRESTED BUTTE, CO 81224

USO (20) 59 47 96 20 From 01/22/2019 To 01/22/2020



(800) 962-7132
ARTHUR J GALLAGHER RISK
MANAGEMENT SERVICES INC
6300 S SYRACUSE WAY STE 700
CENTENNIAL, CO 80111-7305

### TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

#### THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from certified acts of terrorism exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

#### MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PRE-MIUM\_

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny 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.

(i) to be an act of terrorism;

- (ii) to be a violent act or an act that is dangerous to
  - (I) human life;
  - (II) property; or
  - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
  - (I) 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); or
  - (II) 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.

#### REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWL-EDGEMENT, AND RETURN THIS FORM TO THE ADDRESS BELOW: Please ensure any rejection is received within (30) days of the effective date of your policy.

Before	making	а	decision	to	reject	terrorism	insurance,	reter	to	tne	Underlying	Coverage	Requirement
located	at the e	nd	of this No	otic	Э.								

L	Ш	I hereby	reject	this	offer	of cov	erage.	I unde	rstand	that b	y reject	ing	this	offer,	I will	have	no	coverage	for
		losses a	rising	from	a "ce	rtified	acts o	of terror	ism"	and my	policy	will	be e	endors	sed a	ccordi	ngly	<b>'</b> .	

Print Name

Signature

Named Insured Policy Number

CRESTED MOUNTAIN NORTH USO (20) 59 47 96 20

CONDOMINIUMS ASSOCIATION INC

Policy Effective/Expiration Date

Policyholder/Applicant's

From 01/22/2019 To 01/22/2020

#### UNDERLYING COVERAGE REQUIREMENT

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

#### IF YOU REJECTED THIS COVERAGE, PLEASERETURN THIS FORM TO:

Attn: Commercial Lines Division - Terrorism

P.O. Box 66400

London, KY 40742-6400

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverages questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

Date Signed

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice 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.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

**Dear Valued Policyholder:** This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

**Premium Notice:** We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

#### **Available Premium Payment Plans:**

- Annual Payment Plan: When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- Installment Payment Plan: When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

**Installment** Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Dishonored Payment Fee:** Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

**Special Note:** Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

**EFT-Automatic Withdrawals Payment Option:** When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

Coverage Is Provided In:

The Ohio Casualty Insurance Company

Policy Number: **USO** (20) 59 47 96 20

Commercial Umbrella Policy Declarations

Basis: Occurrence



#### (ITEM 1) NAMED INSURED & MAILING ADDRESS

#### AGENT MAILING ADDRESS & PHONE NO.

(800) 962-7132

CRESTED MOUNTAIN NORTH CONDOMINIUMS ASSOCIATION INC C/O TOAD PROPERTY MANAGMENT PO BOX 2776 CRESTED BUTTE CRESTED BUTTE, CO 81224

ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC 6300 S SYRACUSE WAY STE 700 CENTENNIAL, CO 80111-7305

Named Insured Is: CORPORATION

Named Insured Business Is: CONDO HOA

#### (ITEM 2) POLICY PERIOD

From 01/22/2019 TO 01/22/2020 12:01 AM Standard Time at Insured Mailing Location

(ITEM 3) PREMIUM CHARGES

Explanation of Charges DESCRIPTIONPREMIUMCommercial Umbrella\$1,970.00Certified Acts of Terrorism Coverage\$20.00(Included)

Total Advance Charges

\$1,970.00 Note: This is not a bill

BASIS OF PREMIUM:

NON-AUDITABLE(X)

AUDITABLE( )

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY WILL RECEIVE AND RETAIN NO LESS THAN (10%) OF THE POLICY PREMIUM AS THE MINIMUM RETAINED PREMIUM PLUS CERTIFIED ACTS OF TERRORISM COVERAGE AND ANY APPLICABLE TAXES AND SURCHARGES.

#### (ITEM 4) LIMITS OF INSURANCE

DESCRIPTION	LIMIT
EACH OCCURRENCE	\$3,000,000
AGGREGATE (WHERE APPLICABLE)	\$3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$3,000,000
SELF-INSURED RETENTION	\$10,000

Issue Date Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

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The Ohio Casualty Insurance Company

Policy Number: **USO** (20) 59 47 96 20

#### (ITEM 5) SCHEDULE OF UNDERLYING INSURANCE:

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS O	F INSURANCE
OHIO CASUALTY	GENERAL LIABILITY		EACH OCCURRENCE LIMIT
BKO(20)59479620 01/22/2019 - 01/22/2020		\$1,000,000	PERSONAL AND ADVERTISING INJURY LIMIT
01/22/2019 - 01/22/2020		\$2,000,000	GENERAL AGGREGATE LIMIT
		\$2,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT
OHIO SECURITY	HIRED AND/OR NONOWNED AUTO LIABILITY	\$1,000,000	COMBINED SINGLE LIMIT
BAS(20)59479620 01/22/2019 - 01/22/2020			

To report a claim, call your Agent or 1-800-362-0000

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#### POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CU 60 02 06 97	Commercial Umbrella Coverage Form
CU 60 20 12 04	Amendment of Pollution Exclusion - Exception for Named Peril of Hostile Fire;
	Building Heating, Cooling and Dehumidifying Equipment
CU 60 30 06 97	Care, Custody or Control Exclusion - Real or Personal Property
CU 60 39 01 15	Cap On Losses From Certified Acts Of Terrorism
CU 60 40 01 15	Underlying Coverage Requirement For Certified Acts Of Terrorism
CU 61 02 06 97	Aircraft Products and Grounding Liability Exclusion
CU 61 06 01 13	Auto Liability - Following Form
CU 61 14 06 97	Employers Liability Exclusion
CU 61 60 09 07	Colorado Changes - Amendatory Endorsement
CU 63 44 06 97	Foreign Liability - Following Form
CU 63 80 12 04	Fungi or Bacteria Exclusion
CU 63 88 06 97	Directors and Officers Liability Exclusion
CU 64 79 05 09	Exclusion - Recording and Distribution of Material or Information in Violation
	of the Law
CU 64 82 10 17	Amendment - Electronic Data
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement
CU 64 92 01 13	Mobile Equipment - Following Form
CU 64 95 12 07	Waiver Transfer Rights of Recovery Against Others
CU 65 08 01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CU 88 01 12 02	War Liability Exclusion
CU 88 02 05 09	Non-Cumulation of Liability (Same Occurrence)
CU 88 03 12 07	Employment Related Practices Exclusion
CU 88 22 12 08	Earth Movement Exclusion - Products-Completed Operations Hazard
CU 88 30 07 14	General Amendatory Endorsement
CU 88 39 07 14	Amendment of Definition of Insured
CU 89 19 01 13	Amendment of Watercraft Exclusion
CU 89 21 07 15	Amendment of Aircraft Exclusion
CU 89 40 05 16	Crisis Management Coverage

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey Secretary Paul Condrin President

To report a claim, call your Agent or 1-800-362-0000 DS 70 23 01 08  $\,$ 

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#### Coverage Is Provided In:

The Ohio Casualty Insurance Company

Policy Number: **USO (20) 59 47 96 20** 

#### POLICY FORMS AND ENDORSEMENTS - continued

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CU 89 45 10 14	Access or Disclosure Of Confidential Or Personal Information And Data-Related -
	Liability with Limited Bodily Injury Exception Exclusion
CU 90 52 10 17	Damage To Property Amendment

To report a claim, call your Agent or 1-800-362-0000

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