



State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2 000241 3317 9L-20-2866-FC06 F M

THE SUMMIT RESIDENTIAL
OWNERS ASSOCIATION INC
C/O TOAD PROPERTY MANAGEMENT
PO BOX 2776
CRESTED BUTTE CO 81224-2776



Entity: Corporation

RENEWAL DECLARATIONS

Policy Number 96-GU-7228-5

| Policy Period | Effective Date | Expiration Date |
|---|----------------|-----------------|
| 12 Months | MAY 28 2025 | MAY 28 2026 |
| The policy period begins and ends at 12:01 am standard time at your mailing address as shown. | | |

COMMERCIAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

| Coverage(s) | Limits of Insurance |
|--|---------------------|
| Coverage L - Business Liability (Each Occurrence) | \$ 5,000,000 |
| Coverage L - Business Liability (Annual Aggregate) | \$ 5,000,000 |
| Self-Insured Retention | \$ 10,000 |

Required Underlying Insurance Schedule

| Coverage | Minimum Underlying Limits |
|---|---|
| Business Liability | Bodily Injury (Per Occurrence) \$ 500,000 |
| | Bodily Injury (Annual Aggregate) \$ 1,000,000 |
| | Property Damage (Per Occurrence and Annual Aggregate) \$ 100,000 |
| | --or-- |
| Employers Non-Owned Auto Liability | Bodily Injury and Property Damage (Per Occurrence) \$ 500,000 |
| | Bodily Injury and Property Damage (Annual Aggregate) \$ 1,000,000 |
| | --or-- |
| | Bodily Injury (Each Person/Each Accident) \$ 500,000 / \$ 500,000 |
| | Property Damage (Each Accident) \$ 100,000 |
| | --or-- |
| | Bodily Injury and Property Damage (Each Accident) \$ 500,000 |

Forms & Endorsements

Commercial Umb Coverage Form
*Policy Endorsement
*Exclusion Cyber Incident
*Terrorism Insurance Cov Notice
Amendatory Endorsement
Exclusion - Lead Poisoning
Amendment of Who Is an Insured

CU-2100
CU-2474.4
CU-2498
FE-6999.3
CU-2206.2
CU-2339
CU-2384

Policy Premium \$ 1,045.00

* New Form Attached

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

CU-2000 Prepared
1120 299 I MAR 28 2025

KLINGSMITH INS AND FIN SVC INC
(970) 642-3259

Continued from Front

| Coverage | Required Underlying Insurance Schedule | Minimum Underlying Limits |
|----------------------|--|---------------------------|
| Hired Auto Liability | Bodily Injury and Property Damage (Each Occurrence) | \$ 500,000 |
| | Bodily Injury and Property Damage (Annual Aggregate) | \$ 1,000,000 |
| | --or-- | |
| | Bodily Injury (Each Person/Each Accident) | \$ 500,000 / \$ 500,000 |
| | Property Damage (Each Accident) | \$ 100,000 |
| | --or-- | |
| | Bodily Injury and Property Damage (Each Accident) | \$ 500,000 |

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Michele Mancias
Secretary

John Fanning
President

IMPORTANT NOTICE**Regarding Changes to Your Policy**

CU-2474.4 POLICY ENDORSEMENT is added to your State Farm® policy and replaces **CU-2474.3 POLICY ENDORSEMENT**.

The following changes to your policy are effective with this policy term:

- **BUSINESS LIABILITY, Business Liability Exclusions**

- **Perfluoroalkyl and Polyfluoroalkyl Substances:** There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" related exposures associated with "perfluoroalkyl or polyfluoroalkyl substances", including any loss, cost or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities, of "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.
- **Violation of Law Addressing Data Privacy:** There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" that arises out of the violation of statutes, ordinances, regulations or other laws pertaining to any person's or organization's confidential or personal information, including financial, health, biometric or other nonpublic material or information.
- **Access or Disclosure Of Confidential Or Personal Information:** Language is added to state there is no coverage for "bodily injury", "property damage" and "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's biometric information, including damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expense or any other loss, cost or expense incurred by you or others.

- **LIABILITY DEFINITIONS:** "Perfluoroalkyl or polyfluoroalkyl substances" is added.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

BUSINESS LIABILITY is amended as follows:

1. **Business Liability Exclusions**

- a. The following is added to Paragraph 3. **Liquor Liability:**

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- b. Paragraphs 20.b. and 20.c. under **Personal And Advertising Injury** are replaced by the following:

- b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.

- c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period.
- c. The last paragraph of 20.h. under **Personal And Advertising Injury** is replaced by the following:
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;
- d. Paragraph 21. **Recording And Distribution Of Material Or Information In Violation Of Law** is replaced by the following:

21. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.
- e. The following exclusions are added:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

Violation of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.
Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:
 - (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
 - (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any access to or disclosure of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a. Patents, trade secrets, processing methods, customer lists;
- b. Financial information, credit card information;
- c. Health information, biometric information; or

d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access or disclosure of any person's or organization's confidential or personal material or information.

2. WHO IS AN INSURED

a. Paragraph 1.c. is deleted.

b. Paragraphs 2.b.(1) and (6) are replaced by the following:

(1) The owner or anyone else from whom you hire or borrow a "covered auto", including any person or entity employed by such owner or person or entity from whom you hire or borrow such "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.

(6) "Employees" with respect to "bodily injury" to:

(a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above.

c. Paragraph 3. is replaced by the following:

3. Any other person or organization who is insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

a. Subject to Limits Of Insurance, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of that insured is the amount of insurance:

(1) Required by the contract or agreement, less any amounts payable by any "underlying insurance", or

(2) Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

b. The coverage provided by this insurance for such insureds:

(1) Will not be broader than coverage provided by the "underlying insurance"; and

(2) Is subject to all the coverage limitations found in the "underlying insurance" other than the Limits Of Insurance.

3. LIABILITY CONDITIONS

a. Paragraph 1. is replaced by the following:

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for taxable costs, prejudgment and postjudgment interest and disbursements. In no event will this provision increase our liability beyond the applicable Limits of Insurance shown in the Declarations.

b. Paragraph 6. is replaced by the following:

6. Other Insurance

a. This insurance is excess over, and will not contribute with any of the other insurance or "self-insured retentions", whether primary, excess, contingent, or any other basis. This condition will not apply to insurance specifically written as excess over this policy.

When this insurance is excess over other insurance or "self-insured retention", we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance or "self-insured retention", we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance or "self-insured retention" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

c. Paragraph 19.c. under **Premiums** is replaced by the following:

- c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - (1) Paid to us prior to the anniversary date; and
 - (2) Determined in accordance with Paragraph b.

Our forms then in effect will apply.

d. The following are added:

Our Rights Regarding Claim Information

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.
- b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:
 - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
 - (2) Using any of the items described in Paragraph b.(1) above; or
 - (3) Retaining:
 - (a) Any of the items in Paragraph b.(1) above; or
 - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph b.(1) above and any of the information described in Paragraph b.(3)(b) above:
 - (1) To enable performance of our business functions;
 - (2) To meet our reporting obligations to insurance regulators;
 - (3) To meet our reporting obligations to insurance data consolidators;
 - (4) To meet other obligations required by law; and
 - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs a., b., and c. above shall not be impaired by any:
 - (1) Authorization related to any claim submitted under this policy; or
 - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

4. LIABILITY DEFINITIONS

a. Paragraph 2. is replaced by the following:

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

b. The following is added to Paragraph 16. "mobile equipment":



However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

c. The following definition is added:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

a. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

- (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
- (2) Perfluoro alkyl acids (PFAA), such as perfluorooctane sulfonic acid (PFOS) and its salts;
- (3) Perfluoropolyethers (PFPE);
- (4) Fluorotelomer-based substances; or
- (5) Side-chain fluorinated polymers; or

b. Good or product, including containers, materials, parts or equipment furnished in connection with such good or products, that consists of or contains any chemical or substance described in Paragraph a.

All other policy provisions apply.

CU-2474.4

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IMPORTANT NOTICE**Regarding Changes to Your Policy**

CU-2498 EXCLUSION – CYBER INCIDENT is added to your State Farm® policy.

The following changes to your policy are effective with this policy term:

- **BUSINESS LIABILITY, Business Liability Exclusions**

- **Cyber Incident:** There is no coverage for "bodily injury", "property damage" and "personal and advertising injury" arising out of a "cyber incident".

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

***DISCLAIMER:** This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA POLICY

A. The following exclusion is added to Business Liability Exclusions:

Cyber Incident

"Bodily injury", "property damage" or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. For the purposes of this endorsement, the following definition is added to LIABILITY DEFINITIONS:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system;
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

All other policy provisions apply.

CU-2498

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE



ST-1
0505-1001

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act. The term "act of terrorism" means 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 an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; 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 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. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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State Farm Fire and Casualty Company

Po Box 2915
Bloomington IL 61702-2915

L-20-2866-FC06

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000241 3317

THE SUMMIT RESIDENTIAL
OWNERS ASSOCIATION INC
C/O TOAD PROPERTY MANAGEMENT
PO BOX 2776
CRESTED BUTTE CO 81224-2776

BALANCE DUE NOTICE

POLICY NUMBER 96-GU-7228-5
COMMERCIAL LIABILITY UMBRELLA POLICY

| DATE DUE | PLEASE PAY THIS AMOUNT |
|-------------|------------------------|
| MAY 28 2025 | \$1,045.00 |

Full payment by Date Due continues this
policy to MAY 28 2026ST-1
0101-1001

| | | |
|------------|----|----------|
| PREMIUM | \$ | 1,045.00 |
| AMOUNT DUE | \$ | 1,045.00 |

LOCATION: On File

Important Message(s)

17 2618 3536

See reverse for important information.
Please keep this part for your record.
Prepared MAR 28 2025Agent KLINGSMITH INS AND FIN SVC INC
Telephone (970) 642-3259

↓ Please fold and tear here ↓

MOVING? PLEASE SEE YOUR STATE FARM AGENT.

L-2866-FC06

INSURED THE SUMMIT RESIDENTIAL
OWNERS ASSOCIATION INC

POLICY NUMBER 96-GU-7228-5 COMM LIAB UMB

PLEASE RETURN THIS PART WITH YOUR
CHECK MADE PAYABLE TO STATE FARM

| DATE DUE | PLEASE PAY THIS AMOUNT |
|-------------|------------------------|
| MAY 28 2025 | \$1,045.00 |



2009507124

State Farm Insurance Companies
P.O. Box 680001
Dallas, TX 75368-0001

(0113092a)

(0113091j)

For office use only

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Prepared: MAR 28 2025
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FIRE BAL DUE

\$1,045.00

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When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

02-08-2007 (o1f3096a)

For Office Use Only

