

ORE BUCKET COMMERCIAL CONDO ORE BUCKET COMMERCIAL CONDO PO BOX 2776 CRESTED BUTTE CO 81224-2776

60674-51-81 03/05/25 02:49:01 6067451810025 001 ABJ54 AUTOMATIC-RENEWAL

ATTACH SRN FCS-0453 CM057EP3 04 - PL



#### Sign And Submit Forms Online With eSign

With eSign, you can sign your policy documents electronically and send them to us with just a few clicks. Its the convenient, secure way to submit forms that require your signature. Once this feature is added to your policy, any signature forms listed in your policy declarations with an asterisk (\*) will be sent to you via eSign. Future changes to your policy will automatically process via eSign, if eligible.

If you havent signed up for eSign yet, contact your Farmers agent today to get started.

25-9586ED1 9-20 Page 1 of 1



Dear Farmers® Customer,

Thank you for choosing Farmers for your Business Insurance needs.

In today's business environment, we understand that your business needs may change during the year. For example, you may acquire new equipment, adjust your staffing, add a new location, create electronic ordering and/or billing for your customers or begin offering new services.

#### These changes may require updated insurance coverage for your business.

Farmers and its agents want to help make you smarter about your insurance. To do that, we offer special services at no additional cost to you to help you ensure your business has the coverage it needs.

#### For example:

- Your agent will be happy to schedule a Farmers Friendly Review with you. During this review, your agent can talk to you about available insurance discounts, potential coverage gaps, and new products that may be available to you. In addition, if there have been changes in your business since your last policy review, your premium may be eligible for additional pricing consideration.
- MysafetyPoint.com makes safety and loss control information available that may help you avoid workplace injuries and other losses.

To access this information, log onto <a href="www.mysafetypoint.com">www.mysafetypoint.com</a>, then register with your policy number and email address to find safety and loss control information that is specific to your type of business.

## ENCLOSED YOU WILL FIND YOUR POLICY DOCUMENTS. PLEASE REVIEW YOUR COVERAGES TO ENSURE THEY MEET YOUR NEEDS.

If you have any questions, please contact your Farmers agent.

**Christopher Layne** 

Email: clavne1@farmersagent.com

970-641-3641



#### **STATEMENT**

#### MID-CENTURY INSURANCE COMPANY

° ORE BUCKET COMMERO				MARCH 05, 2025
PO BOX 2776				Date
CRESTED BUTTE CO 8	31224-2776			07-50-26P
				Agent's Number
Renewal Statement - The	Company will renew your polindicated is made on or before	licy for an additional 12 months term e the renewal date of this notice.	only if	60674-51-81
Factorial or and Freemann				Policy Number
This Statement Reflect	ts:			Loan Number
Effective Date: 05/2	21/25			
☐ New Business	Reinstatement	Change Of Coverage	Added	Coverage
\$	Previous Balance Owing			
\$	Premium			
\$	Membership, Policy, Rein	nstatement, Reissue or Service Fee	'S	
\$	Pro Rata Premium Due			
\$ 6,281.00	Premium For Renewing F	Entire Present Coverage From	<u>05/21/25                                 </u>	05/21/26
\$				
\$				
\$				
\$				
\$ <u>6,281.00</u>	Total Charges			
\$				
\$	Payments			
\$	Other Credits			
\$	Total Credits			
\$ - NONE -	BALANCE DUE UPON RE	CEIPT		
\$	Optional Amount	WE WANT TO BE YOUR FIRST C		
\$	Refund	PERSONAL LINES INSURANCE. II POLICY WITH FARMERS YOU MA DISCOUNT, CONTACT YOUR AG	AY BE ELIGIBLE TO	

IMPORTANT- D-O N-O-T P-A-Y T-H-I-S N-O-T-I-C-E PREMIUM WILL BE BILLED. ACCT # F008410729-001-00001.

## **State Required Notification:**

25-7200 5-14 A7200102 PAGE 2 0F 2



#### Farmers Insurance, Attn: Business insurance PO Box 2527, Grand Rapids, MI 49501

MARCH 05, 2025

ORE BUCKET COMMERCIAL CONDO ORE BUCKET COMMERCIAL CONDO PO BOX 2776

CRESTED BUTTE CO 81224-2776

#### Premium Change Notice

Re: Renewal of 60674-51-81

Dear Valued Customer:

We want to take this opportunity to thank you for choosing Farmers® Business Insurance and to share some important information. Your policy renewal date is approaching soon and based on current underwriting information in our files, your renewal notice will reflect an increase in premium over the prior year. Please keep in mind that this increase may be due to a combination of factors including policy changes you may have requested, changes in the economic factors affecting the risk, such as property values, payrolls or sales volume, or rate factor changes made by us in response to rising claims and other costs. The level of risk associated with this policy is not commensurate with the current premium level. Accordingly, please be advised that the renewal premium will be \$ 6,281.00 .

We know the protection of your business is important to your success and we're honored that you've chosen Farmers Business Insurance. If you would like to discuss your upcoming renewal, we recommend you contact your Farmers Insurance agency at 970-641-3641

Sincerely, MID-CENTURY INSURANCE COMPANY

cc:CHRISTOPHER LAYNE 07-50-26P

25-4907ED5, 1-16 A4907501



## **Privacy Policy**

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.** 

#### **Information We Collect**

We may collect the following categories of information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
Personal Identifiers	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature.
Personal Characteristics	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
Commercial Information	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
Biometric Information	Voice print, photo.
Internet or Network Activity	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
Geolocation	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
Audio, Electronic, Visual, Thermal, Olfactory	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
Professional Information and Employment Information	Job titles, work history, school attended, employment status, veteran, or military status.
Education Information	Job titles, work history, school attended, marital status, e-mail, telephone recordings.
Inferences	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
Sensitive Personal Information	Social security number, drivers license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.

25-9200ED3 01-23 Page 1 of 4

#### **Purposes For Collection Of Personal Information**

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To conduct quality assurance:
- To provide a location-based product or service requested by you;
- To apply relevant discounts;
- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

#### **Sources Of Personal Information**

We collect certain information ("nonpublic personal information") about you and the members of your household (collectively, "you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information.
- Information about your transactions with us, our affiliates, or others, such as your policy coverage, premiums, and payment history.
- Information from your visits to the websites we operate, use of our mobile sites and applications, use of our social media sites, and interaction with our on-line advertisements.
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information, and insurance claim history; and
- If you obtain a life, long-term care, or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

#### **How Long Do We Retain Your Information**

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

#### **How We Protect Your Information**

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

#### **Information We Disclose**

We may disclose the nonpublic personal information we collect about you, as described above, to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies. Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

25-9200ED3 01-23 Page 2 of 4

We are permitted to disclose personal health information:

- (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud;
- (2) with your written authorization; and
- (3) as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

#### **Sharing Information with Affiliates**

The Farmers Insurance Group<sup>®</sup> of Companies includes affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described above in **Information We Collect**, as permitted by law to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers.
- Non-financial service providers, such as data processors, billing companies and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transactions and experiences with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

#### IMPORTANT PRIVACY CHOICES

You have choices about the sharing of some information with certain parties. These choices may differ based on the particular affiliate(s) with which you do business.

<u>For 21st Century customers</u>: We are offering you an opt-out opportunity which is included with your policy documents. If you prefer that we not share your consumer report information with Farmers you may opt-out of such disclosures that is, you may direct us not to make those disclosures - other than as otherwise permitted by law. You may do so by following the procedure explained in the Opt-Out Form. You may opt-out only by returning the Opt-Out Form. We will implement your request within a reasonable time. If it is your decision not to opt-out and to allow sharing of your information with the Farmers affiliates, you do not need respond in any way.

For Bristol West customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may use the Opt-Out Form included with your policy documents. Please verify that your Bristol West policy number is listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive it. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy. If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an opt-out or respond to us in any way.

<u>For Farmers customers</u>: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy issued by the affiliates listed on the Farmers Privacy Notice. We will implement your request within a reasonable time after we receive the form.

If you decide not to opt-out or if you have previously submitted a request to opt-out on each of your policies, no further action is required.

Additionally, under the California Consumer Privacy Act ("CCPA", California residents have the right to opt out of the sale of personal information to certain third parties. Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form at https://www.farmers.com/california-consumer-privacy/.

25-9200ED3 01-23 Page 3 of 4

#### **Modifications to Our Privacy Policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with other nonaffiliated third parties. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out of, or, if applicable, to opt-in to that type of information sharing.

#### Website and Mobile Privacy Policy

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

#### **Recipients of this Notice**

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

#### More Information about these Laws

This notice is required by applicable federal and state law. For more information, please contact us.

#### Signed

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.), Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc., Farmers Insurance Hawaii, Inc., Farmers New Century Insurance Company, Farmers Services Insurance Agency, Farmers Specialty Insurance Company, Farmers Texas County Mutual Insurance Company, Farmers Financial Solutions, LLC (a member of FINRA and SIPC)\*, FFS Holding, LLC, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Civic Property and Casualty Company, Exact Property and Casualty Company, and Neighborhood Spirit Property and Casualty Company, American Federation Insurance Company, 21st Century Advantage Company, 21st Century Assurance Company, 21st Century Auto Insurance Company of New Jersey, 21st Century Casualty Company, 21st Century Centennial Insurance Company, 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century Insurance Company of Southwest, 21st Century North America Insurance Company, 21st Century Pacific Insurance Company, 21st Century Premier Insurance Company, 21st Century Superior Insurance Company, Hawaii Insurance Consultants Ltd., American Pacific Insurance Company, Inc., Bristol West Casualty Insurance Company, Bristol West Holdings, Inc., Bristol West Insurance Company, Bristol West Insurance Services of California, Inc., Bristol West Insurance Services, Inc. of Florida, Bristol West Preferred Insurance Company, BWIS of Nevada, Inc., Coast National Holding Company, Coast National Insurance Company, Foremost County Mutual Insurance Company, Foremost Insurance Company Grand Rapids, Michigan, Foremost Lloyds of Texas, Foremost Property and Casualty Insurance Company, Foremost Signature Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company,

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

\*For more background information on Farmers Financial Solutions, LLC ("FS" or its registered representatives / Agents, visit FINRAs BrokerCheck at <a href="www.finrabrokercheck.com">www.finrabrokercheck.com</a> or call the BrokerCheck toll free hotline at (800) 289-9999. You may obtain information about the Securities Investor Protection Program (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at <a href="www.sipc.org">www.sipc.org</a>. FFS is registered with the US Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB website is accessible at <a href="www.msrb.org">www.msrb.org</a> and includes an Investor Brochure that describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority.

25-9200ED3 01-23 Page 4 of 4



#### **Important Information About Your Renewal Policy**

As you review the enclosed renewal policy, please note that the following endorsements have been revised, replaced or added to your Businessowners policy. These endorsements will result in a reduction in coverage under your policy's Business Liability coverages.

#### **Added**

J7544-ED1, Cyber Incident Liability Exclusion

This new endorsement defines "cyber incident" and excludes coverage with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident. Specific coverage for cyber liability may be found in the optional Cyber Liability and Data Breach Response Coverage Form (J7155). Please refer to your policy's Common Policy Declarations page to see if Cyber Liability and Data Breach Response Coverage is included in your policy.

J7546-ED1, Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

This new endorsement excludes bodily injury, property damage and personal and advertising injury related exposures associated with its PFAS definition, including any loss, cost or expense arising out of PFAS abatement, testing for, monitoring, cleaning up, or other related activities, by you or by any other person or entity.

#### Revised

[7110-ED2, Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability

This endorsement has been revised to add references to personal material, biometric information, and nonpublic information to the types of material or information addressed. Additionally, identity monitoring expenses, data restoration expenses and extortion expenses are added to the types of expenses.

#### Replaced

Endorsements J6345-ED1 and J6347-ED1 entitled Exclusion - Violation of Statutes That Govern E-Mails, Fax,
 Phone Calls or Other Methods of Sending Material or Information have been replaced by endorsement
 [7545-ED1 - Exclusion - Violation of Laws Addressing Data Privacy And Recording And Distribution of Material .

This new endorsement revises the provisions of J6345 and J6347 to address the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, and other laws addressing biometric information privacy and other nonpublic information.

This notice provides a summary of the changes to your policy; it is not part of your insurance contract. It is not a substitute for reviewing your policy. Please review your policy and its attached endorsements for complete information.

If you have any questions about these changes or want to discuss optional Cyber Liability and Data Breach Response coverage, please contact your Farmers® agent.

25-6628ED1 07-24 Page 1 of 1



Named ORE BUCKET COMMERCIAL CONDO

Insured ORE BUCKET COMMERCIAL CONDO

#### Mid-Century Insurance Company (A Stock Company)

Member Of The Farmers Insurance Group Of Companies®
Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

F008410729-001-00001

Account No.

Prod. Count

#### **COMMON POLICY DECLARATIONS**

484	PO BOX 2776				07-50-26P	60674-51-81
Mailing Address	CRESTED BUTTE,	CO 81224 <b>-</b> 2776			Agent No.	Policy Number
Form of	□Individual	□ Joint Venture	☐ Limited Liability Co.		Business Description Real Estate	n:
Business	☐ Corporation	☐ Partnership	X Other Organization			
Policy Period	110111 ———	5-21-2025 5-21-2026	(not prior to time ap		r) your mailing address sh	nownabove.
until the otinsurance,	her coverage ends.	. <b>This policy will co</b> policy if you pay th	oon standard time of the sa ontinue for successive pa ne required renewal premi	olicy pe	riods as follows: If we	e elect to continue this
This policy change.  Coverage		wing coverage parts l	isted below and for which a		m is indicated. This pren um <b>After Discount A</b>	5 5
Businesso	owners			\$6,2	244,00	
Cyber Lial	bility And Data Brea	ach Expense Coveraç	je	\$37	.00	
Certified.	Acts Of Terrorism - :	See Disclosure Endo	rsement	Incl	uded	
						_
				\$6.2	<u> </u>	
		Total (See Additional	Fee Information Below)	_ φυ,Z	01.00	

Forms Applicable To 25-9230ED3 Reminder-Review Your Coverages

**All Coverage Parts:** 56-5166ED5 Additional Policy Conditions

IL00030498Calculation Of PremiumIL00171198Common Policy Conditions

#### **Your Agent**

Christopher Layne 234 N Main St Ste 1b Gunnison, CO 81230 (970) 641-3641

Countersigned (Date)

By Authorized Representative

56-2406 1-17 C2406202 Page 2 of 3

#### **Additional Fee Information**

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

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

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

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

State	NSF Fee
All States Except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia And West Virginia	\$30.00
North Dakota And Oklahoma	\$25.00
Nebraska And Indiana	\$20.00
Florida And West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey And Virginia	Not applicable

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

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

The following applies on a per-policy basis.

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

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

56-2406 1-17 C2406203 Page 3 of 3

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.



3rd Edition

#### DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

#### **SCHEDULE**

SCHEDULE - PART I
Terrorism Premium (Certified Acts) \$ 62.00
Additional information, if any, concerning the terrorism premium:
SCHEDULE - PART II
Federal share of terrorism losses <u>80</u> % Year: 20 <u>25</u> (Refer to Paragraph <b>B.</b> in this endorsement)
Federal share of terrorism losses <u>80</u> % Year: 20 <u>26</u> (Refer to Paragraph <b>B.</b> in this endorsement)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Disclosure Of Premium

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

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

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part III 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.



J7110 2nd Edition

# EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the:

BUSINESSOWNERS COVERAGE FORM BUSINESSOWNERS LIABILITY COVERAGE FORM APARTMENT OWNERS LIABILITY COVERAGE FORM CONDOMINIUM LIABILITY COVERAGE FORM

Paragraph **1. Applicable To Business Liability Coverage** under **B. Exclusions** in the applicable Liability Coverage Form and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM is amended as follows:

**A.** The following exclusion is added:

#### Access Or Disclosure Of Confidential Or Personal Material Or Information And Data-Related Liability

This insurance does not apply to damages, including but not limited to, "bodily injury", "property damage" or "personal and advertising injury", arising out of:

- Any access to or disclosure of any person's or organization's confidential or personal material or information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometric information or any other type of nonpublic material or information; or
- 2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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 that which is described in Paragraph 1. or 2. above.

As used in this exclusion, electronic data means information, facts, recordings, images or computer programs stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



#### **Mid-Century Insurance Company (A Stock Company)** Member Of The Farmers Insurance Group Of Companies

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

## POLICY DECLARATIONS - COMMERCIAL REAL ESTATE PREMIER POLICY

Named Insured		ET COMMERCIAL CONDO ET COMMERCIAL CONDO	
Mailing Address	PO BOX 27 CRESTED I	776 BUTTE, CO 81224-2776	
Policy Nur	<b>nber</b> 6067	<sup>7</sup> 4-51-81	☐ Auditable
Policy Period	From —	05-21-2025 05-21-2026	12:01 A.M. Standard time at your mailing address shown above.
In return for this policy. V	the paymer Ve provide i	nt of premium and subject to all nsurance only for those Coverag	I the terms of this policy, we agree with you to provide insurance as stated ir les described and for which a specific limit of insurance is shown.
		credits and discounts applied t ence Discount	o the premium associated with this coverage part:
There may b	oe other crea	dits and discounts you may be a	able to enjoy, please contact your agent for full details.
Your Ager	<b>it</b> Chris	topher Layne	

Christopher Layne 234 N Main St Ste 1b Gunnison, CO 81230 (970) 641-3641

#### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS

**BUILDING** 

The following coverages apply to the described building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual location (premises) section for coverages and limits specific to the location (premises).

Option: BV - Blanket Value (see Base Coverage & Extensions for the total limit)

Valuation: ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost; ERC - Extended RC; FRC - Functional RC; GRC - Guaranteed RC

**Abbreviation:** ALS = Actual Loss Sustained; BI = Business Income; EE = Extra Expense

Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address
001	001	2146th St Crested Butte, CO 81224	

Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
Building		ERC	\$1,464,000	\$5,000
Back Up Of Sewers Or Drains			\$50,000	\$5,000
Building - Automatic Increase Amount			8%	
Building Ordinance Or Law - A			Included	None
Building Ordinance Or Law - B & C (Demo & ICC) Combined			\$367,900	None
Building Ordinance Or Law - Increased Period of Restoration			Included	None
Cosmetic Damage Exclusion				
Exterior Building Glass			Included	\$5,000
Windstorm Or Hail Percentage/Fixed Dollar Deductible				\$10,000
Applies separately to:				
a. Each building that sustains loss or damage;				
b. Business Personal Property at each building that				
sustains loss or damage; and				
c. Business Personal Property in the open.				

#### PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS CONTINUED

**PREMISES** 

The following coverages apply to the described location (premises). Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level and to the individual building section for coverages and limits specific to the building.

Premises Number	Bldg. No.	Covered Premises Address
001	A <b>l</b> l	2146th St , Crested Butte, CO 81224

Coverage	Limit Of Insurance	Deductible / Waiting Period	
Accounts Receivables - On-Premises	\$25,000	\$5,000	
Business Income (BI) & Extra Expense (EE)	ALS	0 Hours	
Bus Inc & Extra Exp (BI & EE) - Time Period	18 Months		
Debris Removal	25% Of Loss + 25,000		
Equipment Breakdown	Included	\$5,000	
Equipment Breakdown - Ammonia Contamination	\$25,000		
Equipment Breakdown - Drying Out Coverage	Included		
Equipment Breakdown - Expediting Expenses	Included		
Equipment Breakdown - Hazardous Substances	\$25,000		
Equipment Breakdown - Water Damage	\$25,000		
Lock Replacement	\$10,000	None	
Lock Replacement (Per Lock And Key)	\$100	None	
Personal Effects	\$2,500	\$5,000	
Pollutant Clean Up And Removal Aggregate	\$25,000	\$5,000	
/aluable Paper And Records - On-Premises	\$25,000	\$5,000	

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

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

Base Coverages And Extensions	Limit Of Insurance	Deductible/ Waiting Period
Accounts Receivables - Off-Premises	\$2,500	\$5,000
Business Income & Extra Expense - Civil Authority	3 Weeks	72 Hours - Bl
BPP Seasonal Increase	25%	
Claims Expense	\$5,000	None
Condominium Association Coverage	Included	\$5,000
Crime Conviction Reward	\$10,000	None
Drone Aircraft - Direct Damage (per occurrence)	\$10,000	\$5,000
Drone Aircraft - Direct Damage (per item)	\$2,500	\$5,000
Drone Aircraft - BI & EE	\$10,000	72 Hours
Electronic Data Processing Equipment	\$25,000	\$5,000
Electronic Data Processing Media And Records	\$6,250	\$5,000
Employee Dishonesty	\$25,000	\$5,000
Extended Business Income	30 Days	
Fire Department Service Charge	\$5,000	None
Fire Extinguisher Systems Recharge Expense	\$5,000	\$5,000
Forgery And Alteration	\$2,500	\$5,000
Limited Biohazardous Substance Coverage - Per Occurrence	\$10,000	\$5,000
Limited Biohazardous Substance Coverage - Aggregate	\$20,000	\$5,000
Limited Cov Fungi Wet Rot Dry Rot & Bacteria - Aggregate	\$15,000	\$5,000
Money And Securities - Inside Premises	\$25,000	\$5,000
Money And Securities - Outside Premises	\$25,000	\$5,000
Money Orders And Counterfeit Paper Currency	\$1,000	\$5,000
Newly Acquired Or Constructed Building	\$1,000,000	\$5,000
Outdoor Property	\$2,500	\$5,000
Outdoor Property - Antennas And Satellite Dishes	\$2,500	\$5,000
Outdoor Property - Trees, Shrubs & Plants	\$2,500	\$5,000
Outdoor Property - Trees, Shrubs & Plants (Per Item)	\$500	\$5,000
Outdoor Signs	\$25,000	\$5,000
Personal Property At Newly Acquired Premises	\$250,000	\$5,000
Personal Property Off Premises	\$5,000	\$5,000
Premises Boundary	1,000 Feet	
Preservation Of Property	60 Days	
Tenants Move-Back Expense	\$10,000	None
Valuable Paper And Records - Off-Premises	\$2,500	\$5,000

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

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

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

(M) Public Area Square Feet

(O) Other:

#### **Covered Premises And Operations**

Address	Classification /Exposure	Class Code	Prem. Basis	Annual Exposure	Rate	Advance Premiun
14 6th St rested Butte, CO 81224	Office Buildings	65123		Included	Included	Included

overage	Amount /Date
General Aggregate (Other Than Products & Completed Operations) roducts And Completed Operations Aggregate ersonal And Advertising Injury fach Occurrence enants Liability (Each Occurrence) Medical Expense (Each Person) ollution Exclusion - Hostile Fire Exception	\$4,000,000 \$2,000,000 Included \$2,000,000 \$100,000 \$5,000 Included
irectors & Officers Liability - Per Claim irectors & Officers Liability - Aggregate irectors & Officers Liability (Self Insured Retention) irectors & Officers Liability Retroactive Date	\$2,000,000 \$2,000,000 \$500 05/21/2019
er Location General Aggregate Limit	Included

#### Policy Forms And Endorsements Attached At Inception

Number	Title
25-2110	Notice - No Workers' Compensation Covg
25-6628ED1	Important Information About Your Renewal
25-8087	Policyholder Ltr-D&o Disclosure Form
25 <b>-</b> 9200ED3	Farmers Privacy Notice
56-6191	Cyber Liability & Data Breach Dec
BP00021299	Businessowners Property Coverage Form
BP00060197	Businessowners Liability Coverage Form
BP00090197	Businessowners Common Policy Conditions
BP04170196	Employment-Related Practices Exclusion
BP04340197	Businessowners Computer Coverage
BP04460196	Ordinance Or Law Coverage
BP04550197	Tenants Liability Coverage
BP05140103	War Liability Exclusion
BP17010197	Condominium Association Coverage
E2010-ED3	Conditional Exclusion Of Terrorism
E2042 <b>-</b> ED2	Multiple Or Enhanced Damages Exclusion
E3020-ED1	Outdoor Trees, Shrubs And Plants
E3027-ED1	No Covg Certain Computer Related Losses
E3342 <b>-</b> ED2	Personal And Advertising Injury Coverage
E3432 <b>-</b> ED5	Commercial Real Estate Premier Endsmt
E4009-ED4	Mold And Microorganism Exclusion
E4297-ED1	D & O Liab Covg Form
E6036-ED1	Lead Poisoning And Contamination Excl
IL00210498	Nuclear Energy Liability Exclusion
IL01690498	CO Changes - Concealment, Misrep, Fraud
IL02280498	CO Changes - Cancellation And Nonrenewal
J6300-ED3	Disclosure - Terrorism Risk Ins Act
J6316-ED2	Excl Of Loss Due To Virus Or Bacteria
J6351 <b>-</b> ED2	Limited Terrorism Exclusion
J6353-ED1	Change To Limits Of Insurance
J6572-ED1	Business Income & Extra Expense
J6612-ED2	Equipment Breakdown Coverage Endorsement
J6740 <b>-</b> ED1	Two Or More Coverage Forms
J6828-ED1	Ltd Covg For Fungi, Wet/Dry Rot
J6849 <b>-</b> ED2	Deductible Provisions
J7110-ED2	Exclusion Confidential Info
J7115 <b>-</b> ED1	Excl Asbestos/Silica/Silica-Related Dust
J7122 <b>-</b> ED2	Loss Payment - Profit, Overhead & Fees
J7125-ED2	Wind And Hail Fixed Dollar Ded
J7131 <b>-</b> ED1	Dishonesty Excl-Tenant Vandal Excp
J7133-ED1	Limited Biohazardous Substance Cov

#### Policy Forms And Endorsements Attached At Inception

Number	Title	
J7136-ED1	Pollution Exclusion - Expanded Exception	
J7138-ED1	Bus Inc & Extra Exp - Partial Slowdown	
J7148-ED1	Amendment Of Emp Dishonesty Cvg	
J7157 <b>-</b> ED1	Damage To Property Exclusion Revised	
J7170-ED1	Excl-Cosmetic Dmg To Exterior Bldg	
J7174-ED1	Ord Or Law-Incr Period Of Rest	
J7182-ED1	Drone Aircraft Coverage	
J7183-ED1	Limitation - Designated Premises/Project	
J7221-ED1	Marijuana Exclusion	
J7230-ED1	Supplementary Payments	
J7493-ED1	Windstorm & Hail Loss Cond Endorsement	
J7507-ED1	Cyber Incident Exclusion	
J7541 <b>-</b> ED1	Broad Abuse Or Molestation Exclusion	
J7544-ED1	Cyber Incident Liability Exclusion	
J7545-ED1	Exclusion - Violation Of Laws	
J7546-ED1	Exclusion PFAS	
S0758-ED1	Colorado Changes-Civil Union	
S0762-ED1	CO Changes - Your Right To Claim Info	



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

Dallar Normalian COCTA E1 01

## DECLARATIONS CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE

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

Insured	ORE BUCKET COM		Policy Number	00074-31-81
Mailing Address	PO BOX 2776 CRESTED BUTTE, C	O 81224 <b>-</b> 2776		
- Clicy	From: <u>05-21-2025</u> To: <u>05-21-2026</u>	— 12:01 A <b>.M.</b> Standard time at y	our mailing address sho	own above.
Retroactiv	<b>v</b> e Date: 05/21/20	19		
Continuit	ry Date: 05/21/20	19		
Length of	<b>Extension Period</b> optional extension	n period:		
Ifnotime	period is stated, o	otional extension period coverag	e is not provided.	
Cyber Ext	tortion Hot Line:	1-800-435-7764		

ODE DUCKET COMMEDICAL COMPO

56-6191 10-16

ance Retention/Waiting Period
\$2,500
\$2,500/ 100 Notified Individuals
\$2,500
\$2,500
\$2,500
\$2,500
\$2,500
\$2,500 12 hours

#### Policy Forms And Endorsements Attached At Inception

Title
CO Ph Notice Re Claims-Made Policies Cyber Liability Coverage Form Cyber Liab - CO Amendatory Endor



J7546 1st Edition

## EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COVERAGE FORM BUSINESSOWNERS LIABILITY COVERAGE FORM CONDOMINIUM LIABILITY COVERAGE FORM

The Apartment Owners Liability Coverage Form, the Businessowners Liability Coverage Form and the Condominium Liability Coverage Form, and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM, are amended as follows:

**A.** The following is added to Section **B. Exclusions**:

This insurance does not apply to:

#### Perfluoroalkyl And Polyfluoroalkyl Substances

- **a.** "Bodily injury" or "property damage" which would not have occurred, or "personal and advertising injury" which would not have taken place, 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.
- **B.** For the purposes of this endorsement, the following is added to Paragraph **F. Liability And Medical Expenses Definitions:**

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- 1. 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:
  - **a.** Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
  - **b.** Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
  - c. Perfluoropolyethers (PFPE);
  - d. Fluorotelomer-based substances; or
  - e. Side-chain fluorinated polymers; or
- 2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph B.1.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



J7125 2nd Edition

#### WINDSTORM OR HAIL DEDUCTIBLE

This endorsement modifies insurance provided under the:

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

#### SCHEDULE\*

Location/Premises No .	Building No.	Windstorm or Hail Deductible

<sup>\*</sup>Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

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

With respect to covered Buildings and Business Personal Property at a location identified in the Schedule, no other deductible applies to Windstorm or Hail.

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

#### WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

- 1. In determining the amount, if any, that we will pay for loss or damage, we will deduct the amount shown in the Schedule applicable to the Buildings and/or Business Personal Property that has sustained loss or damage. This Windstorm or Hail Deductible applies separately to:
  - **a.** Each building that sustains loss or damage;
  - **b.** Personal property at each building that sustains loss or damage; and
  - c. Personal property in the open.

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

- 2. When property is covered under the Coverage Extension for Newly Acquired Property: The applicable Windstorm or Hail Deductible for Newly Acquired Property is the highest Windstorm or Hail Deductible amount shown in the Schedule for any described premises.
- 3. This Windstorm or Hail Deductible does not apply to Covered Property other than Buildings and Business Personal Property. For the purposes of this endorsement, Buildings do not include:
  - a. Carports;
  - **b.** Sheds;
  - c. Monuments;

- d. Fountains;
- e. Gazebos;
- f. Outdoor fences and walls;
- g. Outdoor signs; or
- h. Other similar structures.

#### **EXAMPLE APPLICATION OF DEDUCTIBLE**

Type of Property	Loss Amount	Windstorm/Hail Deductible	Payable Loss After Deductible
Building #1	\$350,000	\$25,000	\$325,000
BPP @ Building #1	\$ 50,000	\$25,000	\$ 25,000
Building #2	\$250,000	\$25,000	\$225,000
BPP @ Building #2	\$ 15,000	\$25,000	\$0
BPP in the open	\$ 75,000	\$25,000	\$ 50,000
Total Payable Loss after application of deductible(s)			\$625,000

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



#### Dear Valued Customer,

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

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

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

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

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

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

Thank you for choosing Farmers. We appreciate your business.



**7170**1st Edition

## EXCLUSION - COSMETIC DAMAGE TO EXTERIOR BUILDING SURFACES

This endorsement modifies insurance provided under the:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

#### **SCHEDULE**

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

- **A.** The following provision applies with respect to the building(s) identified in the Schedule: We will not pay for cosmetic damage to any exterior building surfaces caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the exterior appearance of the building, but such damage does not prevent the exterior of the building from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred. This exclusion also applies to cosmetic damage that may reduce the useful life of an exterior building surface.
- **B.** For the purpose of this endorsement, exterior building surfaces include doors, roofs, walls and windows.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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



J7544 1st Edition

#### CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COVERAGE FORM BUSINESSOWNERS LIABILITY COVERAGE FORM CONDOMINIUM LIABILITY COVERAGE FORM

The applicable Liability Coverage Form and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM are amended as follows:

**A.** The following exclusion is added to Paragraph **1. Applicable To Business Liability Coverage** under **B. Exclusions**:

This insurance does not apply to:

#### **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 is added to Paragraph **F. Liability And Medical Expenses 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.
- **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.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



# Notice To Policyholders Regarding Changes To Your Disclosure Form - Claims - Made Coverage Form

Dear Valued Customers

This notice has been prepared to inform you of important features of the E9122 Directors and Officers Liability Coverage Form, which provides coverage on a claims-made basis.

The following summary is provided for informational purposes only and its contents are not intended to amend, alter or change any of the terms or conditions of the coverage form. If there is a conflict between the coverage form and this summary, the provisions of the coverage form shall prevail. Please read your coverage form carefully.

#### **Principal Benefits**

The coverage form provides coverage for loss that you become legally obligated to pay as damages because of a claim against any insured for wrongful acts committed by any insured person. The wrongful acts of the insured person must be committed in their conduct of management responsibilities for the organization. Coverage is subject to the maximum dollar limit specified in the coverage form.

The principal benefits and coverages are explained in more detail in your claims-made coverage form.

#### Claims-made vs. Occurrence

There is no difference in the kind of injury or damage covered by occurrence or claims-made form. The primary difference between two types is the reporting of a claim that activates coverage. An occurrence coverage form provides coverage for claims that occur during the coverage form period, regardless of when the claim is reported.

With a claims-made coverage form, coverage is provided for claims that occur after the Retroactive Date of coverage. The incident must be reported to us prior to the expiration of the coverage form period or Extended Reporting Period.

If you make a claim under your claims-made coverage form, the claim must be a demand for damages by an injured party. A claim is considered made when it is received and recorded by you or by us.

#### Retroactive Date

The Retroactive Date is shown on the coverage form. It represents the earliest date for which coverage will be provide for an otherwise covered claim. Events occurring before this date, regardless of when they are reported are not covered.

#### Renewals and Extended Reporting Period

Your claims-made coverage form has some unique features relating to renewal, Extended Reporting Periods and coverage for events with long periods of potential liability exposure.

The Extended Reporting Period lengthens the time period in which a claim can be reported. Coverage only applies to claims occurring after the Retroactive Date and before the end of the policy period. Claims that occur during the Extended Reporting Period are not covered.

The coverage form includes an Automatic Extended Reporting Period that extends the period to report claims sixty days beyond the expiration of the coverage form. There is no charge for the Automatic Extended Reporting Period. Optional Extended Reporting Period coverage must be offered to you by law for at least one year after the expiration of the claims-made coverage form at a premium not to exceed 200% of your last coverage form premium.

25-8087 504 A8087101 Page 1 of 2

Because no event or occurrence prior to the Retroactive Date will be covered under the coverage form, even if reported during the policy period, it is important for you to be aware of potential gaps in your insurance coverage. These gaps can occur in several ways. Among the most common are:

- 1. When switching from an occurrence coverage form to a claims-made coverage form, the retroactive date in your claims-made coverage form is later than the expiration date of the occurrence coverage form.
- 2. Replacing a claims-made coverage form with a claims-made coverage form,
  - a. The retroactive date in the replacement coverage form is different than the retroactive date of the former coverage form, or
  - b. The old claims-made coverage form has an Extended Reporting Period that is not long enough to cover events with long periods of liability exposure.
- 3. Replacing a claims-made coverage form with an occurrence coverage form and the claims-made coverage form has inadequate Extended Reporting Period Coverage.

#### **Exceptions, Reductions and Limitations**

Like other insurance coverage forms and endorsements, your claims-made coverage form contains certain exceptions, reductions and limitations. Please read them carefully. If you have questions about them, please discuss them with your agent.

Carefully review your coverage form regarding the available Extended Reporting Period coverage, including the length of coverage, the price, and the time period during which you must purchase or accept any offer for Extended Reporting Period coverage.

Sincerely,

MID-CENTURY INSURANCE COMPANY

25-8087 5-04 A8087102 Page 2 of 2



J7545 1st Edition

# EXCLUSION - VIOLATION OF LAWS ADDRESSING RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION AND DATA PRIVACY

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COVERAGE FORM BUSINESSOWNERS LIABILITY COVERAGE FORM CONDOMINIUM LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **1. Applicable To Business Liability Coverage** under **B. Exclusions** in the applicable Liability Coverage Form and **Section II - Liability** of the BUSINESSOWNERS COVERAGE FORM:

This insurance does not apply to:

#### Violation of Laws Addressing Recording And Distribution Of Material Or Information And 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 any of the following:

- 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law.
- 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law.
- 3. The Fair Credit Reporting Act (FCRA), any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA).
- **4.** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- 5. 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:

- (a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law.
- **6.** 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.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.