

43-0098-00  
THE INSURANCE CENTER OF UTAH LLC  
380 S 900 W  
PROVO UT 84601-4155

# *Auto-Owners* INSURANCE

LIFE • HOME • CAR • BUSINESS

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PO BOX 30660 • LANSING, MI 48909-8160

Agency phone: 801-374-1990

05-22-2024

Owners Insurance Company

SILVER BIRCH CONDOMINIUM  
ASSOCIATION  
C/O GAYLE BAUM  
762 E 100 N  
PAYSON UT 84651-2345

You can view your policy or change your paperless options at  
any time online at [www.auto-owners.com](http://www.auto-owners.com).

RE: Policy 224643-57916377-24

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

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

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

*Serving Our Policyholders and Agents Since 1916*



## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

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

### Protecting Confidentiality

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

### Information We Obtain

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

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

### The Internet and Your Information

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

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

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

### Limited Disclosure

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

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

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

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

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

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

## **Changes to the Privacy Policy**

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

## **Contact Us**

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

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

## AVAILABILITY OF TERRORISM RISK INSURANCE COVERAGE

Dear Policyholder:

Our records indicate that you previously rejected our offer to provide coverage for certified acts of terrorism. The enclosed policy does not provide coverage for certified acts of terrorism in accordance with your previous rejection of coverage.

If you would like coverage for certified acts of terrorism, please contact us.

This notice is for informational purposes only.

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

## NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. This policy does not provide coverage for certified acts of terrorism, since you have previously declined this coverage.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge will be made for this coverage after January 1, 2028. It will be prorated for the period beginning January 1, 2028 and ending on the expiration date of this policy term. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extended. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to exclude coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

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

## NOTICE OF CHANGE IN POLICY TERMS CYBER INCIDENT EXCLUSION

### NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder,

The Inland Marine coverage provided by this policy is amended by form 60233 (8-22) CYBER INCIDENT EXCLUSION. This endorsement excludes loss or damage caused directly or indirectly by a cyber incident. This exclusion is a clarification on intended coverage and may result in a reduction in coverage. There is no premium impact as a result of this change.

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

Please review the endorsement and your policy carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agent.

## NOTICE OF CHANGE IN POLICY TERMS CYBER INCIDENT EXCLUSION

### NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder,

The Commercial Property coverage provided by this policy is amended by form 64393 (8-22) CYBER INCIDENT EXCLUSION. This endorsement excludes loss or damage caused directly or indirectly by a cyber incident. This exclusion is a clarification on intended coverage and may result in a reduction in coverage. There is no premium impact as a result of this change.

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

Please review the endorsement and your policy carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agent.

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**NOTICE OF CHANGE IN POLICY TERMS  
ADDITIONAL INSURED - CONDOMINIUM UNIT OWNERS**

Dear Policyholder,

As a result of our quality control initiatives, we discovered that form CG 20 04 (11-85) ADDITIONAL INSURED - CONDOMINIUM UNIT OWNERS was attaching inadvertently. This form has been removed from your policy. This has no impact on your coverage and has no impact on your premium.

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

Please review this endorsement and your policy carefully. If you have any questions, please contact your Auto-Owners Insurance Agency.



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

### TAILORED PROTECTION POLICY DECLARATIONS

AGENCY THE INSURANCE CENTER OF UTAH LLC  
43-0098-00 MKT TERR 096 801-374-1990

Renewal Effective 06-28-2024

**POLICY NUMBER 224643-57916377-24**

INSURED SILVER BIRCH CONDOMINIUM  
ASSOCIATION  
C/O GAYLE BAUM

Company Use 57-46-UT-2206

ADDRESS 762 E 100 N  
  
PAYSON UT 84651-2345

|                 |                          |                                |
|-----------------|--------------------------|--------------------------------|
| Company<br>Bill | <b>Policy Term</b>       |                                |
|                 | 12:01 a.m.<br>06-28-2024 | 12:01 a.m.<br>to<br>06-28-2025 |

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

55039 (11-87)

### COMMON POLICY INFORMATION

**Business Description:** Condo Association

**Entity:** Association

**Program:** Condominium-Residential Association

|  |                   |
|--|-------------------|
| THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):  | PREMIUM           |
| COMMERCIAL PROPERTY COVERAGE   | \$4,129.00        |
| COMMERCIAL GENERAL LIABILITY COVERAGE  | \$334.00          |
| MINIMUM PREMIUM ADJUSTMENT (GL)  | \$166.00          |
| COMMERCIAL INLAND MARINE COVERAGE  | \$58.00           |
| MINIMUM PREMIUM ADJUSTMENT (IM)  | \$102.00          |
| <b>TOTAL</b>   | <b>\$4,789.00</b> |
| <b>PAID IN FULL DISCOUNT</b>   | <b>\$431.00</b>   |
| <b>TOTAL POLICY PREMIUM IF PAID IN FULL</b>  | <b>\$4,358.00</b> |
| <b>THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</b>  |                   |
| The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums. |                   |

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):  
IL0017 (11-85) 55003 (07-12) 59392 (11-20) 59349 (10-03)

A merit rating plan factor of 0.90 applies.

Countersigned By: \_\_\_\_\_

Owners Ins. Co.

Issued 05-22-2024

AGENCY THE INSURANCE CENTER OF UTAH LLC  
43-0098-00 MKT TERR 096

Company POLICY NUMBER 224643-57916377-24  
Bill 57-46-UT-2206

INSURED SILVER BIRCH CONDOMINIUM

Term 06-28-2024 to 06-28-2025

54104 (07-87)

**COMMERCIAL PROPERTY COVERAGE**

55198 (12-10)

**PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

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

| COVERAGE   | LIMIT                                   |
|--|---|
| ACCOUNTS RECEIVABLE  | \$200,000                               |
| BAILEES  | \$15,000                                |
| NONE   | \$10,000 PER ITEM                       |
| BUSINESS INCOME & EXTRA EXPENSE W/RENTAL<br>VALUE, INCLUDING NEWLY ACQUIRED LOC'S<br>0 HOUR WAITING PERIOD | \$150,000                               |
| DEBRIS REMOVAL   | \$100,000                               |
| ELECTRONIC DATA PROCESSING EQUIPMENT   | \$100,000                               |
| EMPLOYEE DISHONESTY  | \$50,000                                |
| FINE ARTS, COLLECTIBLES AND MEMORABILIA  | \$50,000                                |
|  | \$10,000 PER ITEM                       |
| FIRE DEPARTMENT SERVICE CHARGE   | \$25,000                                |
| FORGERY AND ALTERATION   | \$50,000                                |
| MONEY AND SECURITIES INSIDE PREMISES   | \$50,000                                |
| MONEY AND SECURITIES OUTSIDE PREMISES  | \$50,000                                |
| NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY  | \$500,000 FOR 90 DAYS                   |
| NEWLY ACQUIRED OR CONSTRUCTED PROPERTY   | \$1,000,000 FOR 90 DAYS                 |
| ORDINANCE OR LAW   | SEE COMMERCIAL PROPERTY<br>DECLARATIONS |
| OUTDOOR PROPERTY   | \$25,000                                |
| TREES, SHRUBS OR PLANTS  | \$1,000 PER ITEM                        |
| RADIO OR TELEVISION ANTENNAS   | \$20,000                                |
| PERSONAL EFFECTS AND PROPERTY OF OTHERS  | \$50,000                                |
| POLLUTANT CLEAN UP AND REMOVAL   | \$100,000                               |
| PROPERTY IN TRANSIT  | \$100,000                               |
| PROPERTY OFF PREMISES  | \$100,000                               |
| REFRIGERATED PRODUCTS  | \$25,000                                |
| SALESPERSON'S SAMPLES  | \$25,000                                |

Owners Ins. Co.

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Company POLICY NUMBER 224643-57916377-24  
Bill 57-46-UT-2206

INSURED SILVER BIRCH CONDOMINIUM

Term 06-28-2024 to 06-28-2025

55198 (12-10)

**PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

| COVERAGE                                 | LIMIT     |
|--|-----------|
| UTILITY SERVICES FAILURE                 | \$150,000 |
| VALUABLE PAPERS AND RECORDS ON PREMISES  | \$150,000 |
| VALUABLE PAPERS AND RECORDS OFF PREMISES | \$25,000  |
| WATER BACK-UP FROM SEWERS OR DRAINS      | \$50,000  |

Forms that apply to this coverage part:

|               |               |               |               |               |
|---------------|---------------|---------------|---------------|---------------|
| 64004 (12-10) | 54198 (12-10) | 54334 (12-10) | 64020 (12-10) | 54189 (12-10) |
| 54186 (12-10) | 54218 (03-13) | 54217 (07-17) | 54216 (03-13) | 54214 (03-13) |
| 54221 (12-10) | 54220 (06-00) | 54219 (12-10) | 54338 (03-13) | 54339 (03-13) |
| 64010 (12-10) | 64352 (12-20) | 64000 (12-10) |               |               |

**Coverages Provided**

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

**LOCATION 0001 - BUILDING 0001**

**Location:** 322 E 300 S, Payson, UT 84651-2526

**Occupied As:** Condominiums

**Secured Interested Parties:** None

**Rating Information**

Territory: 250

County: Utah

Program: Condominium-Residential A

Construction: Frame

Protection Class: 03

Class Code: 0331

Class Rate - Building: 0.346

| COVERAGE                              | COINSURANCE | DEDUCTIBLE | LIMIT             | RATE  | PREMIUM    |
|---------------------------------------|-------------|------------|-------------------|-------|------------|
| BUILDING                              |             |            | \$1,857,700       |       |            |
| Causes of Loss                        |             |            |                   |       |            |
| Basic Group I                         | 80%         | \$5,000    |                   | 0.119 | \$2,211.00 |
| Basic Group II                        | 80%         | \$5,000    |                   | 0.022 | \$409.00   |
| Special                               | 80%         | \$5,000    |                   | 0.030 | \$557.00   |
| Theft                                 | 80%         | \$5,000    |                   |       | Included   |
| OPTIONAL COVERAGE                     |             |            |                   |       |            |
| Inflation Guard Factor Building 1.000 |             |            |                   |       |            |
| Replacement Cost                      |             |            |                   |       |            |
| Equipment Breakdown                   |             | \$5,000    | See Form 54843    |       | \$96.00    |
| Property Plus Coverage Package        |             | None       | See 55198 (12-10) |       | \$509.00   |
| Tier: Premier                         |             |            |                   |       |            |

Owners Ins. Co.

Issued 05-22-2024

AGENCY THE INSURANCE CENTER OF UTAH LLC  
43-0098-00 MKT TERR 096

Company POLICY NUMBER 224643-57916377-24  
Bill 57-46-UT-2206

INSURED SILVER BIRCH CONDOMINIUM

Term 06-28-2024 to 06-28-2025

| COVERAGE                     | COINSURANCE | DEDUCTIBLE | LIMIT              | RATE | PREMIUM  |
|------------------------------|-------------|------------|--------------------|------|----------|
| ORDINANCE OR LAW             |             |            |                    |      |          |
| Coverage A-Undamaged Portion |             | \$5,000    | Incl in Bldg Limit |      | Included |
| Coverage B-Demolition        |             | \$5,000    | \$160,000          |      | Included |
| Coverage C-Increased Cost    |             | \$5,000    | \$160,000          |      | Included |

Forms that apply to this building:

|                |               |                |                |                |
|----------------|---------------|----------------|----------------|----------------|
| 59351 (01-15)  | 54835 (07-08) | IL0266 (07-21) | IL0003 (07-02) | CP0127 (03-96) |
| 64224 (01-16)  | 59325 (12-19) | 64326 (07-19)  | IL0017 (11-85) | 64393 (08-22)  |
| CP0090 (07-88) | 64000 (12-10) | 64013 (12-10)  | 64010 (12-10)  | 54843 (07-19)  |
| 64020 (12-10)  | 64004 (12-10) | 64352 (12-20)  | 59392 (11-20)  |                |

LOCATION 0001 - BUILDING 0002

Location: 322 E 300 S, Payson, UT 84651-2345

Occupied As: Street Signs/Meters

Secured Interested Parties: None

Rating Information

Territory: 250

County: Utah

Program: Condominium-Residential A

Construction: N/A

Protection Class: 03

Class Code: 1190

Spcl Class Rate - Street Lights: 0.979

| COVERAGE                       | COINSURANCE | DEDUCTIBLE | LIMIT              | RATE  | PREMIUM  |
|--------------------------------|-------------|------------|--------------------|-------|----------|
| STREET LIGHTS                  |             |            | \$58,000           |       |          |
| Causes of Loss                 |             |            |                    |       |          |
| Basic Group I                  | 100%        | \$5,000    |                    | 0.341 | \$198.00 |
| Basic Group II                 | 100%        | \$5,000    |                    | 0.120 | \$70.00  |
| Special                        | 100%        | \$5,000    |                    | 0.039 | \$23.00  |
| Theft                          | 100%        | \$5,000    |                    |       | Included |
| OPTIONAL COVERAGE              |             |            |                    |       |          |
| Replacement Cost               |             |            |                    |       |          |
| Equipment Breakdown            |             | \$5,000    | See Form 54843     |       | \$9.00   |
| Property Plus Coverage Package |             | None       | See 55198 (12-10)  |       | \$47.00  |
| Tier: Premier                  |             |            |                    |       |          |
| ORDINANCE OR LAW               |             |            |                    |       |          |
| Coverage A-Undamaged Portion   |             | \$5,000    | Incl in Bldg Limit |       | Included |
| Coverage B-Demolition          |             | \$5,000    | \$160,000          |       | Included |
| Coverage C-Increased Cost      |             | \$5,000    | \$160,000          |       | Included |

Owners Ins. Co.

Issued 05-22-2024

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43-0098-00 MKT TERR 096

Company POLICY NUMBER 224643-57916377-24  
Bill 57-46-UT-2206

INSURED SILVER BIRCH CONDOMINIUM

Term 06-28-2024 to 06-28-2025

Forms that apply to this building:

|                |               |                |                |                |
|----------------|---------------|----------------|----------------|----------------|
| 59351 (01-15)  | 54835 (07-08) | IL0266 (07-21) | IL0003 (07-02) | CP0127 (03-96) |
| 64224 (01-16)  | 59325 (12-19) | 64326 (07-19)  | IL0017 (11-85) | 64393 (08-22)  |
| CP0090 (07-88) | 64045 (07-13) | 64000 (12-10)  | 64010 (12-10)  | 54843 (07-19)  |
| 64020 (12-10)  | 64004 (12-10) | 64352 (12-20)  | 59392 (11-20)  |                |

| COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY                   | PREMIUM           |
|--|-------------------|
| TERRORISM - CERTIFIED ACTS SEE FORM: 59351                             | EXCLUDED          |
| TERRORISM COVERAGE   |                   |
| A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 54835, 59392 |                   |
| <b>LOCATION 0001</b>   | <b>\$4,129.00</b> |

55040 (11-87)

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

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43-0098-00 MKT TERR 096

Company POLICY NUMBER 224643-57916377-24  
Bill 57-46-UT-2206

INSURED SILVER BIRCH CONDOMINIUM

Term 06-28-2024 to 06-28-2025

**AUDIT TYPE:** Non-Audited

Forms that apply to this coverage:

|                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|
| 59351 (01-15)  | 55405 (07-08)  | 55146 (06-04)  | CG2106 (05-14) | CG2109 (06-15) |
| 55091 (05-17)  | 55010 (05-17)  | CG2167 (12-04) | IL0021 (07-02) | 59325 (12-19)  |
| CG0001 (04-13) | CG0186 (11-94) | IL0017 (11-85) | 55513 (05-17)  | 55029 (05-17)  |
| CG2196 (03-05) | IL0266 (07-21) | CG2132 (05-09) | CG2147 (12-07) | 55885 (05-17)  |
| CG0147 (11-13) | 59392 (11-20)  |                |                |                |

**LOCATION 0001 - BUILDING 0001**

**Location:** 322 E 300 S, Payson, UT 84651-2526

**Territory:** 003

**County:** Utah

| CLASSIFICATION  | CODE  | SUBLINE      | PREMIUM BASIS            | RATE             | PREMIUM  |
|---|-------|--------------|--------------------------|------------------|----------|
| Commercial General Liability Plus Endorsement<br>Included At 7.5% Of The Premises Operation Premium | 00501 | Prem/Op      | Prem/Op Prem<br>Included | Included         | Included |
| Assn Directors/Officers Errors And Omissions  | 00811 | Professional | Flat Charge<br>5         |                  | \$169.00 |
| Condominiums - Residential - (Association Risk Only)  | 62003 | Prem/Op      | Units<br>5               | Each 1<br>30.004 | \$150.00 |
|   |       | Prod/Comp Op | 5                        | 2.999            | \$15.00  |

**COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY**

|  | PREMIUM         |
|--|-----------------|
| TERRORISM - CERTIFIED ACTS SEE FORM: 59351                             | EXCLUDED        |
| TERRORISM COVERAGE   |                 |
| A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392 |                 |
| <b>LOCATION 0001</b>   | <b>\$334.00</b> |

16198 (07-87)

**COMMERCIAL INLAND MARINE COVERAGE**

**COVERAGES PROVIDED**

Insurance applies to covered property for which a limit of insurance is shown.

Forms that apply to Inland Marine:

|               |               |               |               |               |
|---------------|---------------|---------------|---------------|---------------|
| 59351 (01-15) | 16381 (07-08) | 16080 (07-13) | 16328 (01-97) | 59325 (12-19) |
| 16859 (07-19) | 16329 (07-21) | 16068 (03-89) | 60233 (08-22) | 59392 (11-20) |

**LOCATION 0001 - BUILDING 0001**

**Location:** 322 E 300 S, Payson, UT 84651-2526

Owners Ins. Co.

Issued 05-22-2024

AGENCY THE INSURANCE CENTER OF UTAH LLC  
43-0098-00 MKT TERR 096

Company POLICY NUMBER 224643-57916377-24  
Bill 57-46-UT-2206

INSURED SILVER BIRCH CONDOMINIUM

Term 06-28-2024 to 06-28-2025

| COVERAGE  | COINSURANCE | DEDUCTIBLE | LIMIT    | RATE  | PREMIUM |
|---|-------------|------------|----------|-------|---------|
| VALUABLE PAPER<br>Unscheduled Coverages<br>Receiptacle Type: None |             | \$1,000    | \$10,000 | 0.213 | \$21.00 |
| TOTAL FOR THIS COVERAGE:  |             |            |          |       | \$21.00 |

**Rating Information for COMMERCIAL COMPUTERS - REPLACEMENT COST**

Territory: 250 County: Utah  
 Program: Condominium-Residential A Construction: Frame  
 Protection Class: 003 Class Code: 0331  
 Class Rated Group I: 0.2120  
 Group II: 0.0330

| COVERAGE  | COINSURANCE | DEDUCTIBLE | LIMIT    | RATE     | PREMIUM  |
|---|-------------|------------|----------|----------|----------|
| COMMERCIAL COMPUTERS - REPLACEMENT COST<br>ELECTRONIC DATA PROCESSING (EDP):<br>EQUIPMENT - SPECIAL FORM<br>Unscheduled Equipment |             | \$500      | \$10,000 | Variable | \$37.00  |
| Included Coverages:   |             |            |          |          |          |
| Media   |             | \$500      | \$5,000  | Included | Included |
| Extra Expense   |             | \$500      | \$5,000  | Included | Included |
| Transportation  |             | \$500      | \$10,000 | Included | Included |
| TOTAL FOR THIS COVERAGE:  |             |            |          |          | \$37.00  |

Forms that apply to this location:  
16083 (02-99)

| COMMERCIAL INLAND MARINE COVERAGE - LOCATION 0001 SUMMARY              | PREMIUM        |
|--|----------------|
| TERRORISM - CERTIFIED ACTS SEE FORM: 59351                             | EXCLUDED       |
| TERRORISM COVERAGE   |                |
| A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 16381, 59392 |                |
| <b>LOCATION 0001</b>   | <b>\$58.00</b> |

A single deductible applies per claim. If more than one item is involved in a claim, the single highest applicable deductible amount is used.





## VALUABLE PAPERS AND RECORDS FORM

Attached to and forming part of Policy Number: \_\_\_\_\_

### COVERAGE

#### PROPERTY COVERED

We cover the valuable papers and records as described in the Declarations or in the Schedule while such papers and records are:

1. on the described premises; or
2. being moved outside the described premises; and
3. temporarily at a premises, other than the described premises, except for storage. However we shall pay no more than 10% of the combined amounts of insurance stated in the Schedule below for a. and b. or \$5000, whichever is less.

#### PROPERTY NOT COVERED

We do not cover property:

1. held as samples for sale or for delivery after the sale;
2. not specifically declared and described in the Declarations or in the Schedule, if such property can not be replaced with property of like, kind and quality; or
3. which the trading of or transportation of is prohibited by law.

### SCHEDULE

Amounts of

Property Covered:  
Insurance

- |  |                  |
|--|------------------|
| a. All valuable papers and records not specified in b. below | \$ \$10,000      |
| b. Specified Articles  | Values (each) \$ |

## Receptacles for the Protection of Valuable Papers and Records

| <u>Kind</u> | <u>Name of Maker</u> | <u>"Class" or "Hour Exposure" of Label</u> | <u>Name of Issuer of Label</u> |
|-------------|----------------------|--|--------------------------------|
|-------------|----------------------|--|--------------------------------|

**PERILS WE INSURE AGAINST**

We cover risk of direct physical loss or damage, not excluded in this form, to the property covered.

**EXCLUSIONS**

1. We do not cover under this form loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
  - a. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.
  - b. Nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.
  - c. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
  - d. Wear and tear; inherent vice, hidden or latent defect; gradual deterioration; mechanical break down; insects, vermin, rodents; depreciation; or by processing or any work on the property. We will cover direct loss from fire or explosion which is caused by any of these.
  - e. Corrosion, rusting, dampness of atmosphere, or extremes of temperature.
  - f. Misappropriation, secretion, conversion, infidelity or any dishonest act by you or others or the employees or agents of either to whom the covered property may be entrusted. This exclusion does not apply to carriers for hire.
  - g. Bookkeeping, accounting or errors or omissions in processing or copying, unless fire or explosion ensues and then only for direct loss caused by such fire or explosion.
  - h. Electrical or magnetic injury, disturbance or erasure of electronic recordings. We do cover loss caused by lightning.
  - i. Collapse except to the extent it is covered under **ADDITIONAL COVERAGE - COLLAPSE**.
2. Except as to ensuing loss or damage not otherwise excluded, we do not cover loss or damage resulting directly or indirectly from:
  - a. Acts, omissions or decisions of any person, group, organization or governmental body.
  - b. Faulty, inadequate or defective:
    - (1) construction, reconstruction, repair, remodeling or renovation;
    - (2) materials used in construction, reconstruction, repair, remodeling or renovation;
    - (3) design, workmanship, specifications;
    - (4) siting, surveying, zoning, planning, development, grading or compaction; or
    - (5) maintenance;

of a part or all of any property.

**ADDITIONAL COVERAGE - COLLAPSE**

We cover risk of direct physical loss or damage resulting directly from collapse of a building or part of a building or structure if such collapse is caused by any of the following:

1. hidden decay, hidden insect damage or hidden vermin damage;
2. weight of people, contents, equipment, furniture and/or other personal property;
3. defective material or defective methods used in construction, reconstruction, renovation or remodeling, but only if such collapse occurs while these operations are in progress;
4. weight of rain on a roof; or
5. fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of ice, snow or sleet; water damage; all only as covered in this form.

**COVERAGE EXTENSION - REMOVAL**

When there is imminent danger of loss or damage from a peril insured against, this insurance will apply while the valuable papers and records covered by this form:

1. are being removed to;
2. are at; or
3. being returned from;

a place of safety. You must give us written notice of the removal within 10 days. This agreement does not increase the limit of this insurance. **ADDITIONAL CONDITIONS**

**1. Definitions****a. "Valuable Papers and Records":**

- (1) Means inscribed, written, or printed documents, manuscripts and records including: books, maps, films, drawings, abstracts, deeds and mortgages.
- (2) Does not mean money or securities.

**b. "Described Premises" means the interior portion of the part of the building you occupy:**

- (1) used for the business purposes; and
  - (2) at the location;
- described in the Declarations.

**c. "Money" means:**

- (1) currency, coins, bank notes, bullion; and
- (2) travelers checks, register checks and money orders held for sale to the public.

**d. "Securities" mean all negotiable and non-negotiable:**

- (1) instruments; and
- (2) contracts;

representing either money or other property and includes:

- (1) tokens, tickets, stamps; and
- (2) revenue;

in current use, but does not include money.

## 2. Value of Property Specially Insured

We agree the following is added to SPECIAL CONDITIONS - VALUATION. If property is specifically described in the Declarations or in the Schedule, we agree the amount of insurance shown for that item in the Declarations or in the Schedule is the value of that item.

## 3. Settlement Option

We may:

- a. make a cash settlement and take all or part of the damaged property; or
- b. repair or replace the damaged property with property of like, kind and quality.

## 4. Protection of Valuable Papers and Records

For coverage to apply under this form, you must keep all valuable papers and records in the receptacle described in the Schedule when:

- a. you are not open for business;
- b. you are not using such papers and records; or
- c. such papers and records are not removed from premises as permitted under COVERAGE 1. and 2..

54835 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

#### A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
- b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

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

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks. "Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

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**2. When one or both of the following applies:**

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

**C. The following exclusion is added:****Exclusion Of "Terrorism"**

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

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

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

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64326 (7-19)

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

## **CHANGES - ACTUAL CASH VALUE AND DEPRECIATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

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

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

- b.** Any applicable taxes; and
- c.** Profit and overhead necessary to repair, rebuild or replace lost or damaged property.

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

All other policy terms and conditions apply.

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

## **CYBER INCIDENT EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

**A. EXCLUSIONS** is amended.

The following exclusion is added to **B.**

**EXCLUSIONS** of the policy.

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**Cyber Incident**

1. Unauthorized access to or use of any computer system, including "electronic data".
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system, including "electronic data", 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, including "electronic data", 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.

However, exclusions **A.1. - 3.** do not apply to:

- a. Loss or damage resulting in fire or explosion; or
- b. Vandalism.

**B. DEFINITIONS** is amended.

The following definition is added to **G.**

**DEFINITIONS.**

**"Electronic Data":**

1. Means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, on electronic storage devices including, but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
2. Is not tangible property.
3. Does not include the insured's "electronic data" that is licensed, leased, rented or loaned to others.

All other policy terms and conditions apply.



55405 (7-08)

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

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

This endorsement modifies insurance provided under the following:

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

### **A. Applicability Of This Endorsement**

**1. The provisions of this endorsement will apply if and when one of the following situations occurs:**

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or**
- b. The Program is renewed, extended or otherwise continued in effect:**

**(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and**

**(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.**

**2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism**

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

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

**B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.**

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

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

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

**Exclusion Of "Terrorism"**

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

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

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

COMMERCIAL GENERAL LIABILITY  
CG 01 47 11 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UTAH CHANGES - COMMON-INTEREST ASSOCIATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include the following as an insured:

Each individual unit-owner or each individual lot-owner of the insured association, but only with respect to liability arising out of:

1. the unit-owner's or lot-owner's ownership interest in the common elements and facilities;
2. the unit-owner's or lot-owner's membership in the association; and
3. maintenance, repair, or replacement of common elements and facilities.

- B.** The following paragraph is added to **Section IV - Commercial General Liability Conditions**:

#### **Acts Or Omissions By Unit-Owners Or Lot-Owners**

No act or omission by any unit-owner or lot-owner, unless acting within the scope of the unit-owner's or lot-owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy.

- C.** The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us (Section IV - Commercial General Liability Conditions)**:

We waive any rights, which the Transfer Of Rights Of Recovery Against Others To Us Condition may give us against:

- a. any unit-owner or lot-owner; and
- b. any person residing with the unit-owner or lot-owner, if the unit-owner resides in the unit or lot-owner resides on the lot.



# ACTUAL CASH VALUE AND DEPRECIATION

## Commercial Inland Marine

It is agreed:

Wherever it appears in this policy and any endorsement attached to this policy:

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

- b. Any applicable taxes; and
- c. Profit and overhead necessary to repair, replace or rebuild lost or damaged property.

The meaning of actual cash value and depreciation in this endorsement supersedes any provision in this policy and any endorsement attached to this policy to the contrary.

All other policy terms and conditions apply.

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

## **CYBER INCIDENT EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL INLAND MARINE COVERAGE PART**

**A. EXCLUSIONS** is amended.

The following exclusion is added to the policy. We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### **Cyber Incident**

1. Unauthorized access to or use of any computer system, including "electronic data".
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system, including "electronic data", 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, including "electronic data", 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.

However, exclusions **A.1. - 3.** do not apply to:

- a. Loss or damage resulting in fire or explosion; or
- b. Vandalism.

**B. DEFINITIONS** is amended.

The following definition is added to **DEFINITIONS**. "**Electronic Data**":

1. Means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, on electronic storage devices including, but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
2. Is not tangible property.
3. Does not include the insured's "electronic data" that is licensed, leased, rented or loaned to others.

All other policy terms and conditions apply.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

### **A. Applicability Of This Endorsement**

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

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

- B. **The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks. "Terrorism" means activities against persons, organizations or property of any nature:**

1. **That involve the following or preparation for the following:**
  - a. **Use or threat of force or violence; or**
  - b. **Commission or threat of a dangerous act; or**
  - c. **Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and**
2. **When one or both of the following applies:**

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- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

**Exclusion Of "Terrorism"**

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

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

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



**EXCLUSION OF CERTIFIED ACTS OF TERRORISM  
and  
IMPORTANT INFORMATION REGARDING TERRORISM RISK  
INSURANCE COVERAGE**

It is agreed:

1. The following definition applies:

**Certified act of terrorism** means any act certified by the Secretary of the Treasury, in consultation with:

- a. the Secretary of Homeland Security; and
- b. the Attorney General of the United States

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

Under the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

- a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
- b. (1) if the act of terrorism is:
  - a) a violent act; or
  - b) an act that is dangerous to human life, property or infrastructure; and
- (2) if the act is committed:
  - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
  - b) to influence the policy or affect the conduct of the United States government by coercion.

2. The following exclusion is added:

We shall not pay:

- a. for any loss caused directly or indirectly by a **certified act of terrorism**, whether or not any other cause or event contributed concurrently or in any sequence to the loss.
- b. sums any insured becomes legally obligated to pay because of or arising out of bodily injury, property damage, personal injury or advertising injury, if covered by this insurance, caused by a **certified act of terrorism**.

All other policy terms and conditions apply.

## IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

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

At your request, this policy does not provide insurance coverage for certified acts of terrorism as defined in the Act. "Excluded" is shown on the Declarations page under this coverage. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

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

## **UTAH CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

- A.** Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 2.** We may cancel this policy:
    - a.** By mailing or delivering written notice of cancellation to:
      - (1)** The first Named Insured;
      - (2)** Each assignee of the first Named Insured, if the assignee is named in the policy; and
      - (3)** Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or
    - b.** By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.
- B.** The following is added to the **Cancellation** Common Policy Condition:
- 7.** If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
    - a.** Nonpayment of premium;
    - b.** Material misrepresentation;
    - c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
    - d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.
  - 8.** With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph **7.** above: We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.
  - 9.** Notice of cancellation must be delivered or mailed by first-class mail.

C. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:
  - a. You have accepted replacement coverage;
  - b. You have requested or agreed to nonrenewal; or
  - c. This policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.